

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Victory Lease Pty Ltd North Tower Unit Suite 606, 1-5 Railway Street Chatswood, NSW 2067	phone: 02 9884 8969 email: victoria.wu@victorylease.com.au
co-agent		
vendor	Winnie Zhou	
vendor's solicitor	L'Orient Legal Suite 604 Level 6 263-265 Castlereagh Street Sydney NSW 2000	phone: 02 92673885 email: daniel.shan@lorientlegal.com.au ref: 15732
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 148/2 GERBERA PL KELLYVILLE NSW 2155 Lot 207 STRATA PLAN 92609 Folio Identifier 207/SP92609	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions

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

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date _____ (if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

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

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Netstrata Strata Management
 298 Railway Parade, Carlton, NSW 2218
 admin@netstrata.com.au
 1300 638 787

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

148/2 GERBERA PL KELLYVILLE NSW 2155

SPECIAL CONDITIONS

33. If there is any inconsistency between the printed clauses of this contract and these Special conditions, these Special conditions prevail to the extent of the inconsistency or conflict.
34. All information given to the purchaser in relation to the sale of the property is confidential and will not be disclosed by the purchaser to any party other than to family, advisers and mortgagees, and the purchaser shall take all reasonable steps to ensure compliance with this confidentiality requirement by associates, employees, advisers, friends and family.
35. Amendments to printed provisions:
- a. Clause 1 - in the definition of "bank" delete "a building society or credit union";
 - b. Clause 2.4 - delete 2.4.1;
 - c. Clause 2.9 - delete;
 - d. Clause 3 - delete;
 - e. Clause 5.1 - delete;
 - f. The first line of clause 7.1 is replaced with "The Vendor can rescind (and need not establish reasonable grounds for doing so) in the case of claims that are not claims for delay;"
 - g. Clause 7.1.1 - delete;
 - h. Clause 7.2.1 - replace "10%" with "1%";
 - i. Clause 7.2.2 - delete;
 - j. Clause 8.1.1 - delete " , on reasonable grounds";
 - k. Clause 8.1.2 - delete "that specifies the *requisition* and those grounds";
 - l. Clause 8.2.2 - delete;
 - m. Clause 10.1, line 1 is replaced with "The purchaser cannot make a claim, objection, requisition, delay completion, rescind or terminate in respect of -";
 - n. Clause 10.1.8 and 10.1.9 are amended by adding "or existence" after "substance";
 - o. Clause 10.2 - add "make a claim, objection, requisition, delay completion or" after "cannot";
 - p. Clause 13.13 - replace "5" with "1";
 - q. Clause 14.4.2 - delete;
 - r. Clause 14.5 - delete;
 - s. Clause 17.3 - delete;
 - t. Clause 20.15 - delete;
 - u. Clause 23.6.1 - delete "even if it is payable by instalments" and replace by "but if it is payable by instalments, only the instalments payable prior to settlement";
 - v. Clause 23.13 is deleted and is replaced with following "The vendor hereby authorises the purchaser to obtain a certificate under s184 of the *Strata Scheme Management Act 2015* and/or under s171 of the *Community Land Management Act 2021*";
 - w. Clause 23.14 is deleted;
 - x. Clause 24.3.3 is delete;
 - y. Clause 24.4.3 - delete "at least 2 business days before the date for completion";
 - z. Clause 29 - delete;
 - aa. Clause 30.2 – replace "7" with "14";
 - bb. Clause 30.9 – delete "cash (up to \$2,000) or";
 - cc. Clause 30.11 - delete;
 - dd. Clause 30.14 is included as follows "The purchaser indemnifies the vendor against any costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser's failure to pay the remittance amount to the Australian Tax Office in accordance with clauses 30.12 and 30.13."
 - ee. Clause 31.2 - replace "5" with "2";
36. The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and

declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

37. Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company goes into liquidation, then either party may rescind this contract by notice in writing and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.
38. The purchaser acknowledges that they are purchasing the property:
- a. In its present condition and state of repair;
 - b. Subject to all defects latent and patent;
 - c. Subject to any infestations and dilapidation;
 - d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
 - e. Subject to all matters including rights of way, covenants and easements noted on the relevant certificate of title or referred to in this contract; and
 - f. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

39. The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular, the use of the property by the vendor does not of itself mean that such use is a permitted use.

40. Deposit

- a. The purchaser acknowledges that the deposit payable under this contract is 10% of the price.
- b. In the event that the vendor has accepted on the making of this contract payment of an amount which is less than 10% of the price, the purchaser acknowledges that the vendor is entitled to receive and recover the balance of the deposit.
- c. The purchaser must pay the balance of the deposit on the earlier of:
 - i. when the purchaser defaults in the observance of any obligations under this contract; or
 - ii. the date of completion of this contract; or
 - iii. when the vendor makes demand for payment of same;and this time is essential.
- d. The vendor agrees not to make demand for payment of the balance of the deposit before the date for completion unless the purchaser defaults in the observance of any obligations under this contract.
- e. In the event that:
 - i. the purchaser defaults in the observance of any obligations hereunder;
 - ii. the purchaser has not paid the full deposit of 10% of the price; and
 - iii. the vendor terminates this contract;the vendor shall be entitled to recover from the purchaser as liquidated damages an amount equal to the unpaid balance of the deposit 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.
- f. This clause shall not merge on completion of this contract.

41. If this contract is not completed by the time stipulated in the contract then at any time thereafter either party who is ready willing and able to complete shall be entitled to give the other party a Notice to Complete requiring completion of this contract within a period of fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the Notice to Complete) and making time of the essence of this contract and such period of fourteen (14) days for all purposes shall be deemed a reasonable time. The party serving the notice to complete shall be entitled to withdraw any Notice to Complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof. If the vendor issues a Notice to Complete in accordance with his/her rights under the contract, the purchaser must pay to the vendor on completion an additional sum of \$330.00.

42. In the event that settlement of this matter does not take place within the time period referred to in clause 15 hereof not due to any default on the part of the vendor, then in addition to the other rights accruing to the vendor as a result hereof, the purchaser agrees that it will pay to the vendor interest calculated at the rate of 10% per annum on the balance of purchase moneys outstanding calculated on a daily rate, such interest to be computed from the date provided for completion in clause 15 until the actual date of completion of this contract.
43. Where the Purchaser has booked a date, time and place for settlement with the Vendor and such booking is cancelled for any reason other than the default of the vendor, then for each such cancelled booking the purchaser must pay to the vendor as compensation for the additional legal expenses incurred by the vendor an amount of \$220.00 (inclusive of GST) by way of adjustment on completion.
44. FIRB
- a. The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this contract.
 - b. If there is a breach of this warranty the purchaser indemnifies the vendor in respect of any loss, damage, fine or legal costs incurred by the vendor as a consequence.
 - c. The provisions of special condition shall not merge on completion of this contract.
45. The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of
- a. payment of landtax (if any) and/or the vendor's mortgage on the property (if any); and
 - b. a deposit and/or stamp duty and/or balance of purchase price on any piece of real estate that the vendors or their relatives negotiate to purchase or have purchased between the date hereof and the date of settlement hereof.
46. The Diagram of Sanitary Drainage or Sewerage Service Diagram issued by Sydney Water enclosed in this contract is, as far as the vendor is aware, the current sewer service connection diagram. The vendor does not warrant or make any representation as to the accuracy or completeness of this diagram and the purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of any matter or thing disclosed therein or arising wherefrom or because of the lack of accuracy or completeness thereof.
47. Survey Report and Building Certificate
- a. If this contract contains a copy of survey report and/or building certificate on the property, the vendor is not obligated to produce the original survey report and/or building certificate on completion. In addition, the vendor does not warrant the accuracy or completeness of the report and/or certificate.
 - b. If this contract does not contain a survey report and/or building certificate of the property. The vendor shall not be required to apply for, carry out any works or do anything else necessary for the issue of the report and/or certificate. This contract is not conditional upon the issue of the survey report and/or building certificate.
 - c. If the local council refuses or fails to issue the building certificate, that refusal or failure or the facts upon which such refusal or failure is based will not be a defect in the vendor's title to the property and the purchaser must take title despite the council's refusal or failure or the facts.
 - d. If the local council requires work to be done on the property as a condition of issuing a building certificate, or issue a building certificate but requires work to be carried out, the purchaser must not make any claim against the vendor nor terminate nor delay completion of this contract because of the council's requirement to carry out that work.
48. Tenancies
- This clause applies only if the property is sold subject to existing tenancies. The purchaser is not entitled to make requisitions, objections, delay settlement, claims or rescinds or terminates this Contract:-
- a. In relation to the condition and state of repair of the premises.
 - b. If the land is affected by a protected tenancy (a tenancy affected by Part 2,3,4 or 5 *Landlord and Tenant (Amendments) Act 1948*).
 - c. If, before the complete date, the tenant under the Agreement vacates the premises on the expiration of the term or abandons the premises or otherwise repudiated the Agreement or the Vendor lawfully terminates the Agreement with the purchaser's consent.

49. Section 184 Certificate or Section 171 Certificate
This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood or community scheme (or on completion is to be a lot in scheme of that kind).
- a. The vendor hereby authorises the purchaser to apply for the section 184 Certificate under the *Strata Schemes Management Act 2015* or for the section 171 Certificate under the *Community Land Management Act 2021* in relation to the lot.
 - b. Should the purchaser fail to apply for the Section 184 Certificate (or Section 171 Certificate), the vendor is entitled to penalty interest and its right to issue the notice to complete.
50. Objection and *requisitions* on title
The purchaser agrees that the only objection or *requisitions* on title that the purchaser may make under clause 5 is the requisitions attached to this contract.
51. It is a condition of this contract that if the purchaser is a company. The purchaser must deliver to the vendor on execution of this contract a guarantee in the form attached marked annexure "A" completed and executed by the directors of the purchaser.
52. COVID-19 (Coronavirus)
This Clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency:
- a. In the event any party to the Contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately and in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such self-isolation or quarantine, then the completion date is extended by 21 days.
 - b. In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible and in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such hospitalisation, then on and from the date of that party's discharge from hospital, the completion date is extended by 21 days.
53. The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor shall not be deemed to be unable or not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the Purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.
54. Solar panels
The Purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:
- a. Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser.
 - b. The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels.
 - c. The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.
 - d. The purchaser cannot make any requisitions, objection or claim; or rescind, terminate or delay completion of this Contract by reason or any of the above matters under this clause.

Annexure "A"
Director's Guarantee

Vendor:

Purchaser:

Property:

I, _____ (the "Guarantor") being Director of _____
(ACN _____) a Company incorporated in the State of New South Wales (hereinafter called "the Purchaser")
in consideration of _____ ("the Vendors") at my request
agreeing to sell the property described in this Contract to the Purchaser, DO HEREBY CUARANTEE to the Vendors
the due and punctual performance by the Purchaser of all the terms and conditions of the within Contract and do
further covenant and agree that I will indemnify and keep the Vendors indemnified against any loss and damage
howsoever arising which the Vendors may suffer in consequence of any failure of the Purchaser to perform its
obligations under the within Contract.

Where two or more guarantors are named herein their liability under this guarantee shall be joint and several.

The Guarantor acknowledges prior to execution hereunder that he/she has read and understood as evidence by
his/her signature hereto the terms and conditions of the Contract for Sale in its entirety.

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness



FOLIO: 207/SP92609

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/3/2025	5:54 PM	3	12/9/2023

LAND

LOT 207 IN STRATA PLAN 92609
AT KELLYVILLE
LOCAL GOVERNMENT AREA THE HILLS SHIRE

FIRST SCHEDULE

WINNIE ZHOU (T AQ595687)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP91889
- 2 SP91889 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 SP91889 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 4 SP91889 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 5 SP91889 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 6 AT431232 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

15732...

PRINTED ON 3/3/2025

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Received: 03/03/2025 17:54:43



FOLIO: CP/SP91889

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/3/2025	5:56 PM	12	25/11/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91889
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KELLYVILLE
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP91889

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 91889
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC
NSW 1481

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1241160 EASEMENT TO DRAIN WATER 8 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 3 DP1243884 EASEMENT FOR PADMOUNT SUBSTATION 5.165 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1243884
- 4 DP1243884 RESTRICTION(S) ON THE USE OF LAND
- 5 SP91889 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
- 6 SP91889 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN
THE S.88B INSTRUMENT
- 7 SP91889 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN
THE S.88B INSTRUMENT
- 8 SP91889 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 9 THIS STRATA SCHEME IS PART OF A STAGED DEVELOPMENT, IS SUBJECT TO
A STRATA DEVELOPMENT CONTRACT AND INCLUDES DEVELOPMENT LOT(S)
74, 75 & 76
SP92610 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 10 AQ836648 INITIAL PERIOD EXPIRED
- 11 AU602667 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 91889

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 38	2	- 30	3	- 30	4	- 40
5	- 30	6	- 30	7	- 41	8	- 37
9	- 30	10	- 30	11	- 41	12	- 29
13	- 29	14	- 41	15	- 38	16	- 38
17	- 30	18	- 30	19	- 41	20	- 29
21	- 29	22	- 41	23	- 39	24	- 38
25	- 30	26	- 30	27	- 41	28	- 29
29	- 29	30	- 41	31	- 39	32	- 31
33	- 32	34	- 31	35	- 30	36	- 30
37	- 34	38	- 36	39	- 43	40	- 30
41	- 30	42	- 45	43	- 31	44	- 32
45	- 32	46	- 38	47	- 43	48	- 29
49	- 29	50	- 44	51	- 30	52	- 30
53	- 37	54	- 38	55	- 41	56	- 30
57	- 30	58	- 43	59	- 30	60	- 30
61	- 38	62	- 38	63	- 41	64	- 30
65	- 30	66	- 41	67	- 30	68	- 30
69	- 38	70	- 33	71	- 40	72	- 34
73	- 40	74	- SP92608	75	- SP92609	76	- SP92610

STRATA PLAN 92608

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
77	- 41	78	- 43	79	- 29	80	- 28
81	- 42	82	- 29	83	- 29	84	- 39
85	- 43	86	- 28	87	- 28	88	- 42
89	- 28	90	- 29	91	- 38	92	- 40
93	- 43	94	- 29	95	- 29	96	- 43
97	- 29	98	- 30	99	- 39	100	- 40
101	- 44	102	- 29	103	- 29	104	- 43
105	- 29	106	- 30	107	- 39	108	- 35
109	- 29	110	- 29	111	- 31	112	- 31
113	- 30	114	- 36	115	- 44	116	- 29
117	- 29	118	- 43	119	- 30	120	- 30
121	- 30	122	- 37	123	- 43	124	- 28
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133	- 29	134	- 43	135	- 30	136	- 30
137	- 40	138	- 36	139	- 44	140	- 29
141	- 29	142	- 40	143	- 30	144	- 30
145	- 40	146	- 34	147	- 41	148	- 36
149	- 41	150	- 1	151	- 1		

END OF PAGE 2 - CONTINUED OVER

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

STRATA PLAN 92608

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
-----	-----	-----	-----	-----	-----	-----	-----

STRATA PLAN 92609

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
152	- 32	153	- 24	154	- 33	155	- 27
156	- 27	157	- 40	158	- 28	159	- 28
160	- 32	161	- 25	162	- 32	163	- 27
164	- 27	165	- 41	166	- 27	167	- 28
168	- 34	169	- 32	170	- 25	171	- 33
172	- 27	173	- 27	174	- 42	175	- 27
176	- 28	177	- 35	178	- 33	179	- 26
180	- 33	181	- 27	182	- 27	183	- 42
184	- 28	185	- 28	186	- 35	187	- 38
188	- 39	189	- 28	190	- 38	191	- 39
192	- 26	193	- 44	194	- 28	195	- 30
196	- 39	197	- 26	198	- 45	199	- 26
200	- 34	201	- 44	202	- 27	203	- 29
204	- 38	205	- 27	206	- 45	207	- 26
208	- 34	209	- 44	210	- 27	211	- 29
212	- 39	213	- 27	214	- 45	215	- 27
216	- 34	217	- 44	218	- 28	219	- 30
220	- 39	221	- 27	222	- 46	223	- 27
224	- 35	225	- 39	226	- 41	227	- 41

STRATA PLAN 92610

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
228	- 35	229	- 40	230	- 29	231	- 29
232	- 42	233	- 29	234	- 30	235	- 37
236	- 40	237	- 29	238	- 29	239	- 41
240	- 29	241	- 29	242	- 37	243	- 38
244	- 40	245	- 29	246	- 29	247	- 41
248	- 29	249	- 30	250	- 38	251	- 38
252	- 41	253	- 29	254	- 30	255	- 41
256	- 30	257	- 30	258	- 38	259	- 36
260	- 29	261	- 30	262	- 31	263	- 31
264	- 32	265	- 35	266	- 43	267	- 29
268	- 29	269	- 34	270	- 31	271	- 30
272	- 45	273	- 37	274	- 42	275	- 29
276	- 29	277	- 38	278	- 29	279	- 29
280	- 43	281	- 38	282	- 40	283	- 29
284	- 29	285	- 38	286	- 30	287	- 29
288	- 41	289	- 38	290	- 41	291	- 29
292	- 30	293	- 39	294	- 30	295	- 30
296	- 41	297	- 37	298	- 40	299	- 37
300	- 1	301	- 1	302	- 1		

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FOLIO: CP/SP91889

PAGE 4

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

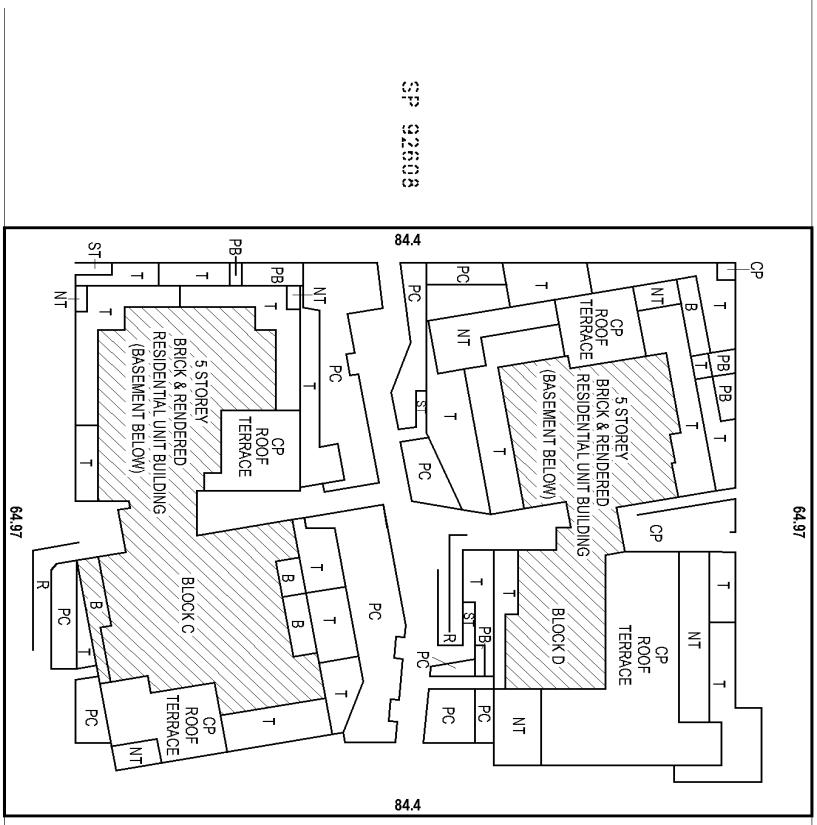
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LOCATION PLAN

No 2 GERBERA PLACE KELLYVILLE NSW 2155



DP 270824

SP 92608

7/5
SP 91889

CP
SP 91889 "GERBERA PLACE"

4
DP 1203920

CP	COMMON PROPERTY
B	BALCONY
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
PC	PLANTER (CP)
R	RAMP (CP)
ST	STAIRS (CP)
T	TERRACE

PLAN OF SUBDIVISION OF LOT 75 IN SP91889

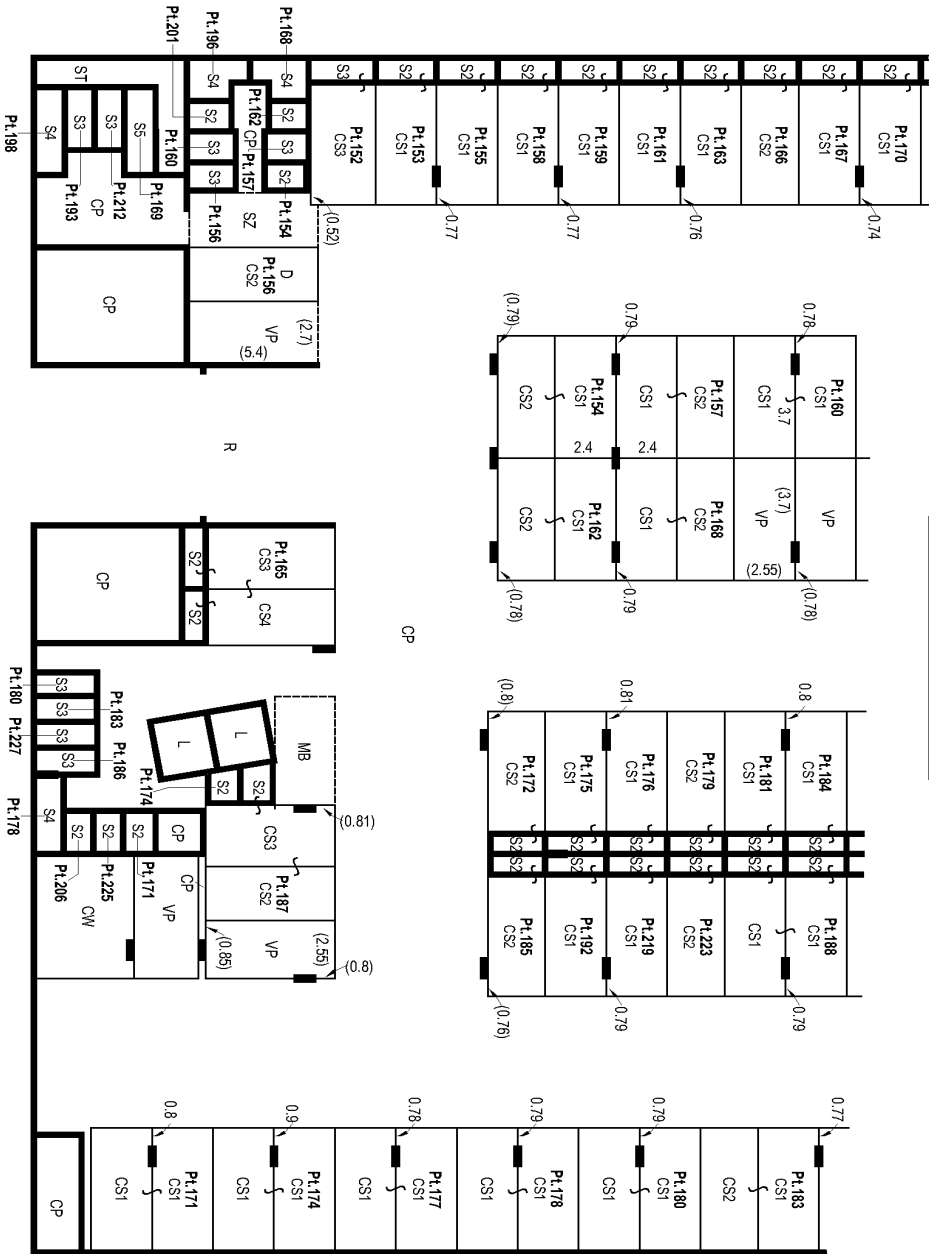
SURVEYOR
 Name: MATTHEW PLOWMAN
 Date: 1/08/2020
 Reference: 6913-3

L G A: THE HILLS SHIRE
 Locality: KELLYVILLE
 Reduction Ratio 1:500
 Lengths are in metres.

Registered
 09/09/2020

SP92609

SEE SHEET 3 FOR CONTINUATION



Tag	Size	Area(m ²)
CS1	2.55x5.4	14
CS2	2.4x5.4	13
CS3	2.7x5.4	15
CS4	2.5x5.4	13

UNLESS OTHERWISE SHOWN

Tag	Area(m ²)
S2	2
S3	3
S4	4
S5	5

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

NOTES:

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

BASEMENT

PROLONGATION OF FACE OF COLUMN OR WALL
 PROLONGATION OF CENTRELINE OF COLUMN

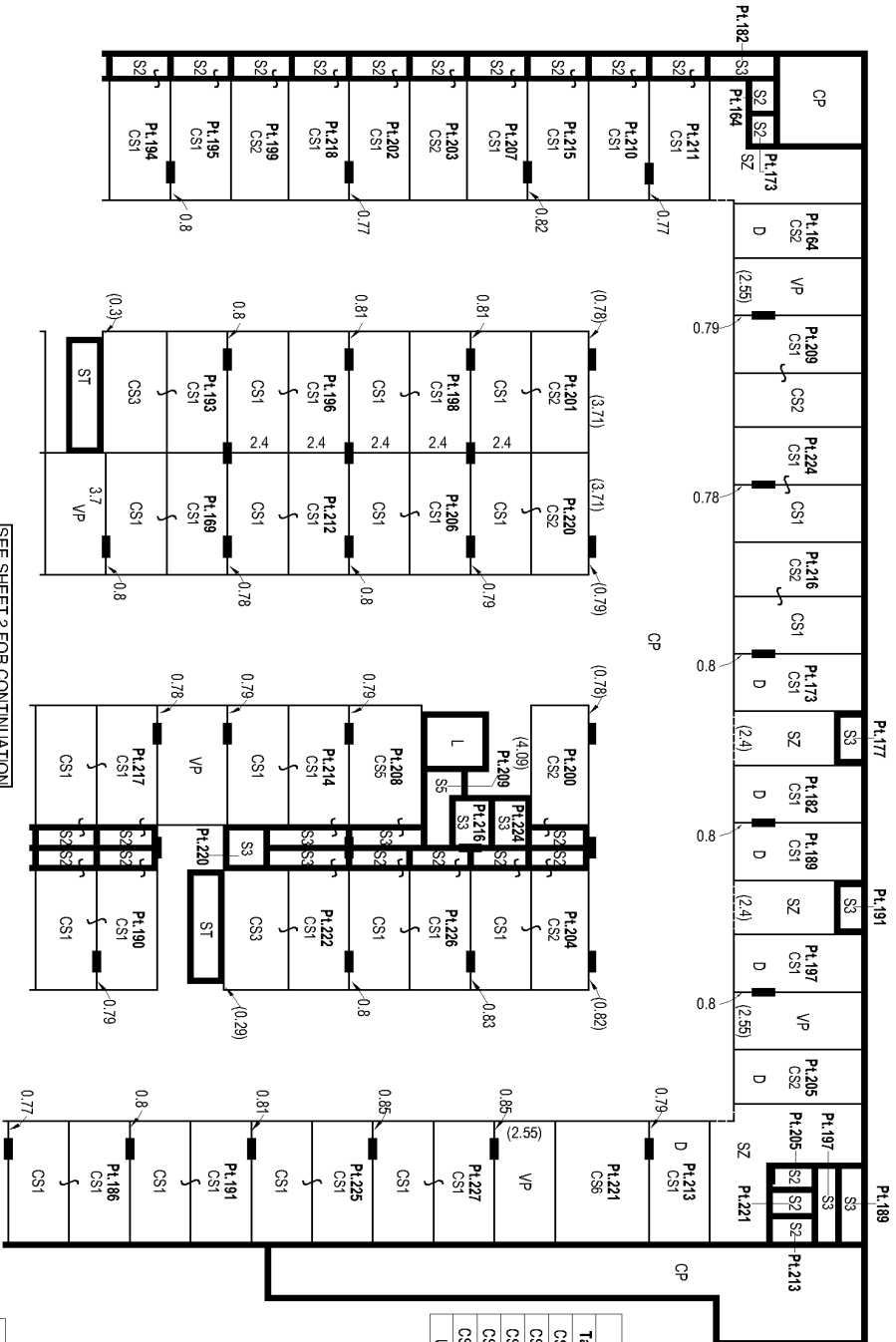
PLAN OF SUBDIVISION OF LOT 75 IN SP91889

SURVEYOR
 Name: MATTHEW PLOWMAN
 Date: 10/08/2020
 Reference: 6913-3

L G A: THE HILLS SHIRE
 Locality: KELLVILLE
 Reduction Ratio 1:200
 Lengths are in metres.

Registered
 09/09/2020

SP92609



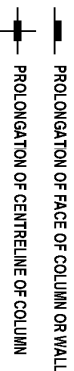
Tag	Size	Area(m ²)
CS1	2.55x5.4	14
CS2	2.4x5.4	13
CS3	2.7x5.4	15
CS5	3.05x5.4	16
CS6	3.95x5.4	21

UNLESS OTHERWISE SHOWN

Tag	Area(m ²)
S2	2
S3	3
S5	5

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

**BASEMENT
 (CONTINUED)**



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

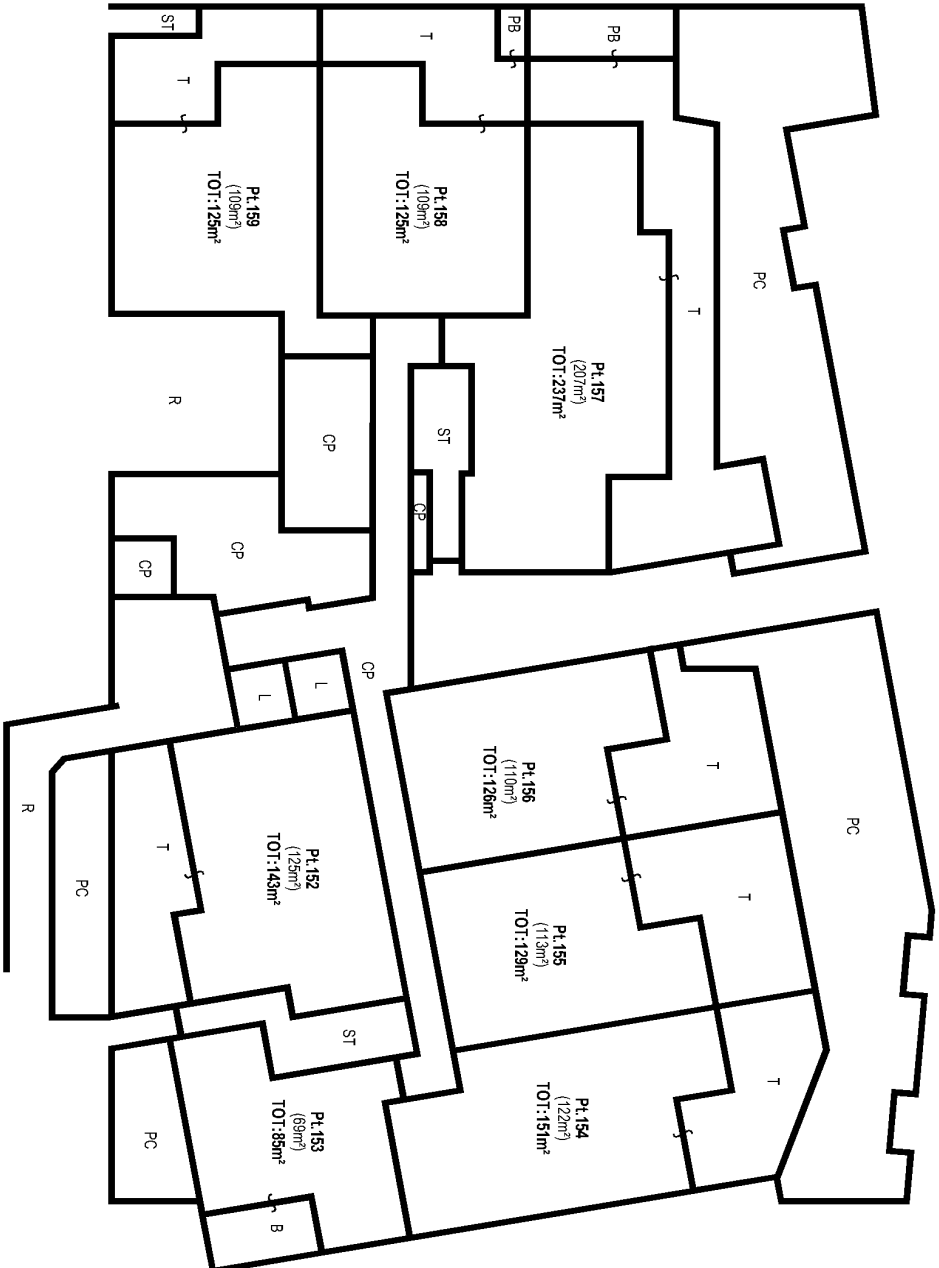
SURVEYOR
 Name: MATTHEW PLOWMAN
 Date: 1/08/2020
 Reference: 6913-3

PLAN OF SUBDIVISION OF LOT 75 IN SP91899

L G A: THE HILLS SHIRE
 Locality: KELLVILLE
 Reduction Ratio 1:200
 Lengths are in metres.



SP92609



NOTES:

THE STRATUM OF EACH BALCONY, PLANTER BOX & TERRACE IS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 THE STRUCTURE OF ALL PERGOLAS OVER BALCONY & TERRACE IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

GROUND FLOOR BUILDING 'C'

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

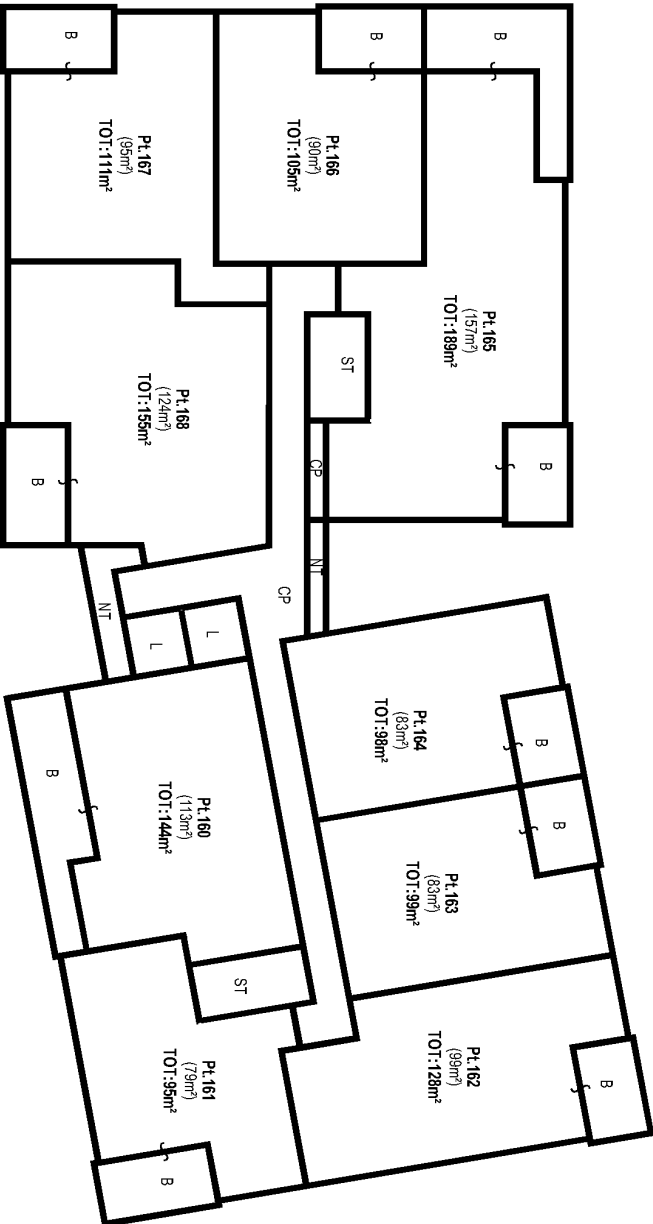
PLAN OF SUBDIVISION OF LOT 75 IN SP91889

SURVEYOR
 Name: MATTHEW PLOWMAN
 Date: 10/08/2020
 Reference: 6913-3

L G A: THE HILLS SHIRE
 Locality: KELLVILLE
 Reduction Ratio 1:200
 Lengths are in metres.



SP92609



NOTES:-

THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 1 BUILDING 'C'

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

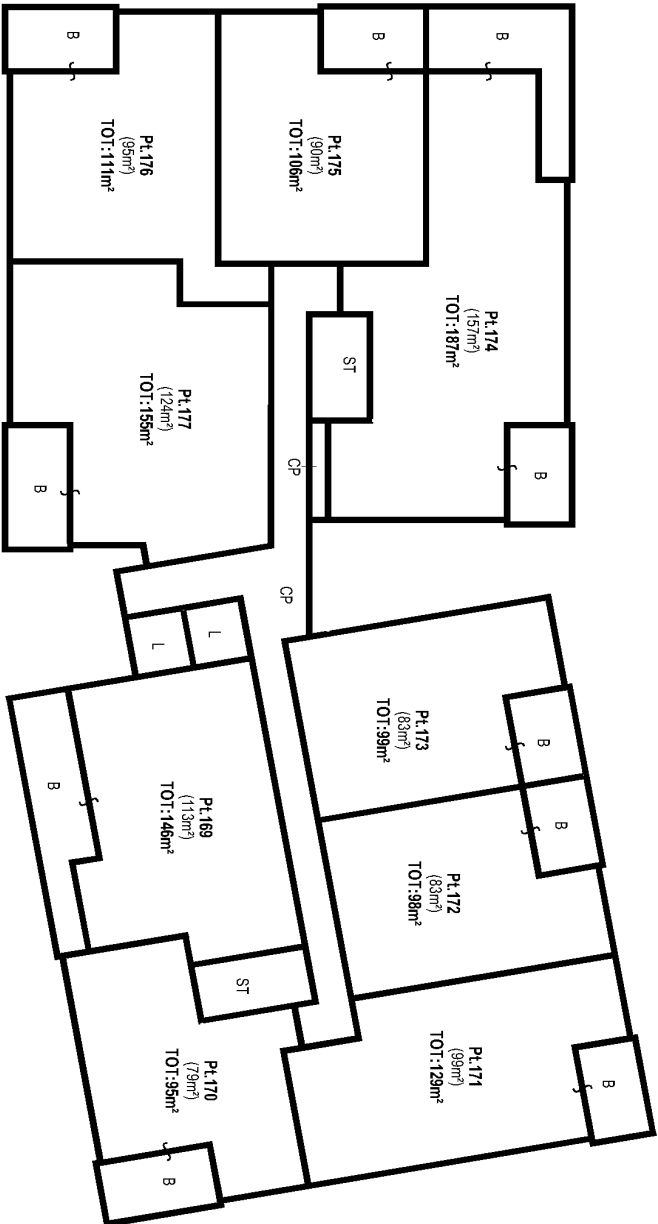
SURVEYOR
 Name: MATTHEW PLOWMAN
 Date: 1/08/2020
 Reference: 6913-3

PLAN OF SUBDIVISION OF LOT 75 IN SP91889

L G A: THE HILLS SHIRE
 Locality: KELLVILLE
 Reduction Ratio 1:200
 Lengths are in metres.

Registered
 09/09/2020

SP92609



NOTES:

THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 2 BUILDING 'C'

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

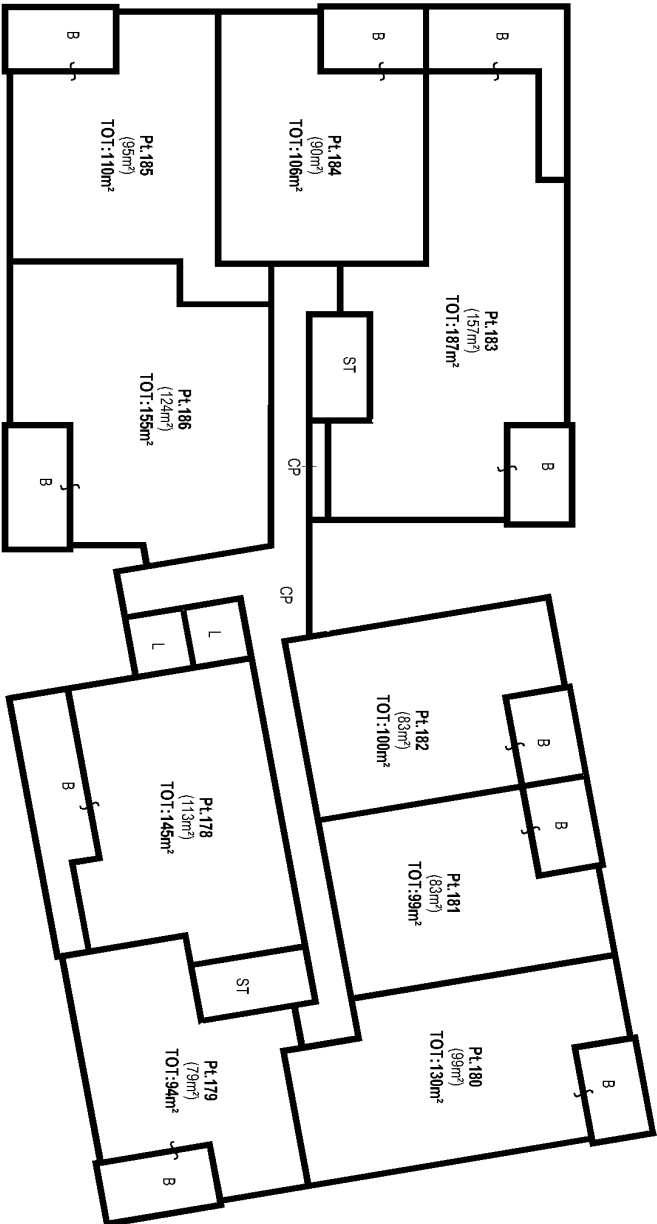
SURVEYOR
 Name: MATTHEW PLOWMAN
 Date: 1/08/2020
 Reference: 6913-3

PLAN OF SUBDIVISION OF LOT 75 IN SP91889

L G A: THE HILLS SHIRE
 Locality: KELLVILLE
 Reduction Ratio 1:200
 Lengths are in metres.

Registered
 09/09/2020

SP92609



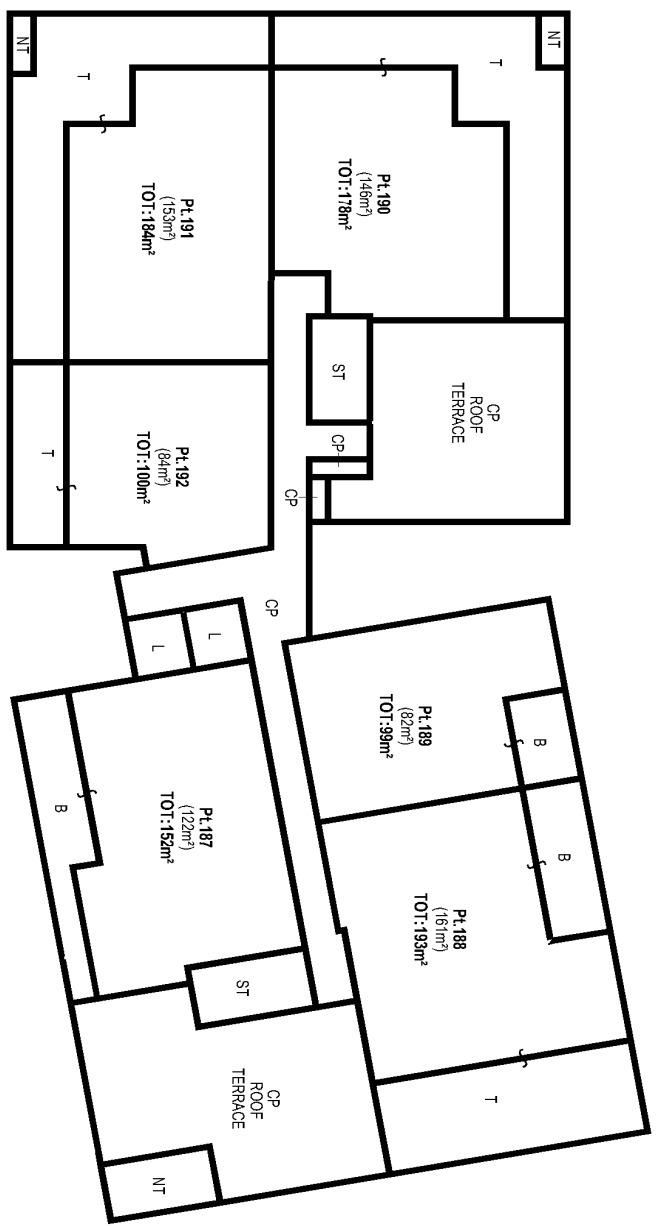
NOTES:

THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 3 BUILDING 'C'

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

SURVEYOR Name: MATTHEW PLOWMAN Date: 10/08/2020 Reference: 6913-3	PLAN OF SUBDIVISION OF LOT 75 IN SP91899	L G A: THE HILLS SHIRE Locality: KELLVILLE Reduction Ratio 1:200 Lengths are in metres.	Registered 09/09/2020	SP92609
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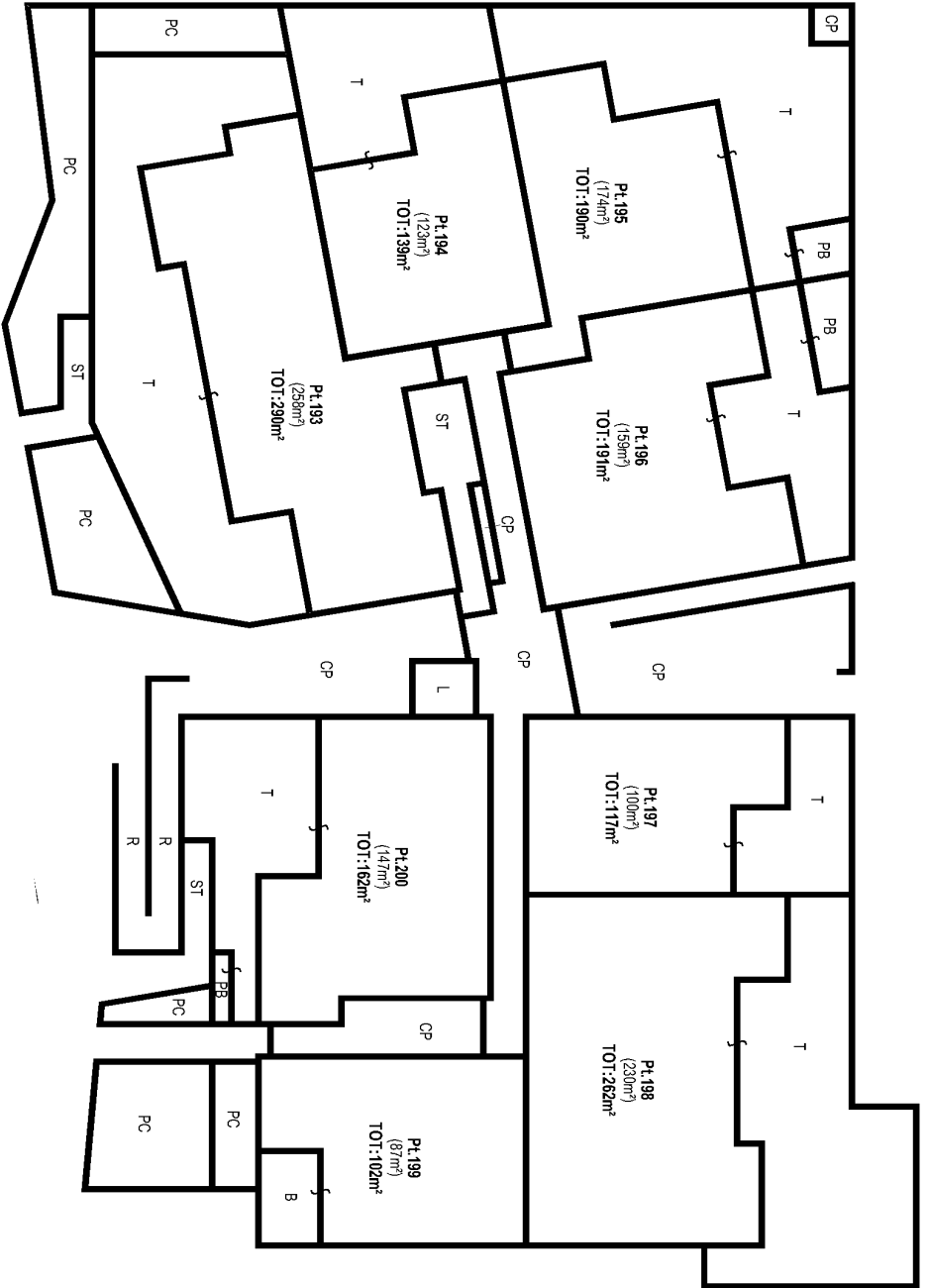
NOTES:

THE STRATUM OF EACH TERRACE AND BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 THE STRUCTURE OF ALL PERGOLAS OVER BALCONY & TERRACE IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 4
 BUILDING 'C'**

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

SURVEYOR Name: MATTHEW PLOWMAN Date: 10/08/2020 Reference: 6913-3	PLAN OF SUBDIVISION OF LOT 75 IN SP91899	L G A: THE HILLS SHIRE Locality: KELLVILLE Reduction Ratio 1:200 Lengths are in metres.	Registered  09/09/2020	SP92609
--	--	--	---	---------



NOTES:

THE STRATUM OF EACH BALCONY, TERRACE & PLANTER IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 THE STRUCTURE OF ALL PERGOLAS OVER BALCONY & TERRACE IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

GROUND FLOOR BUILDING 'D'

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

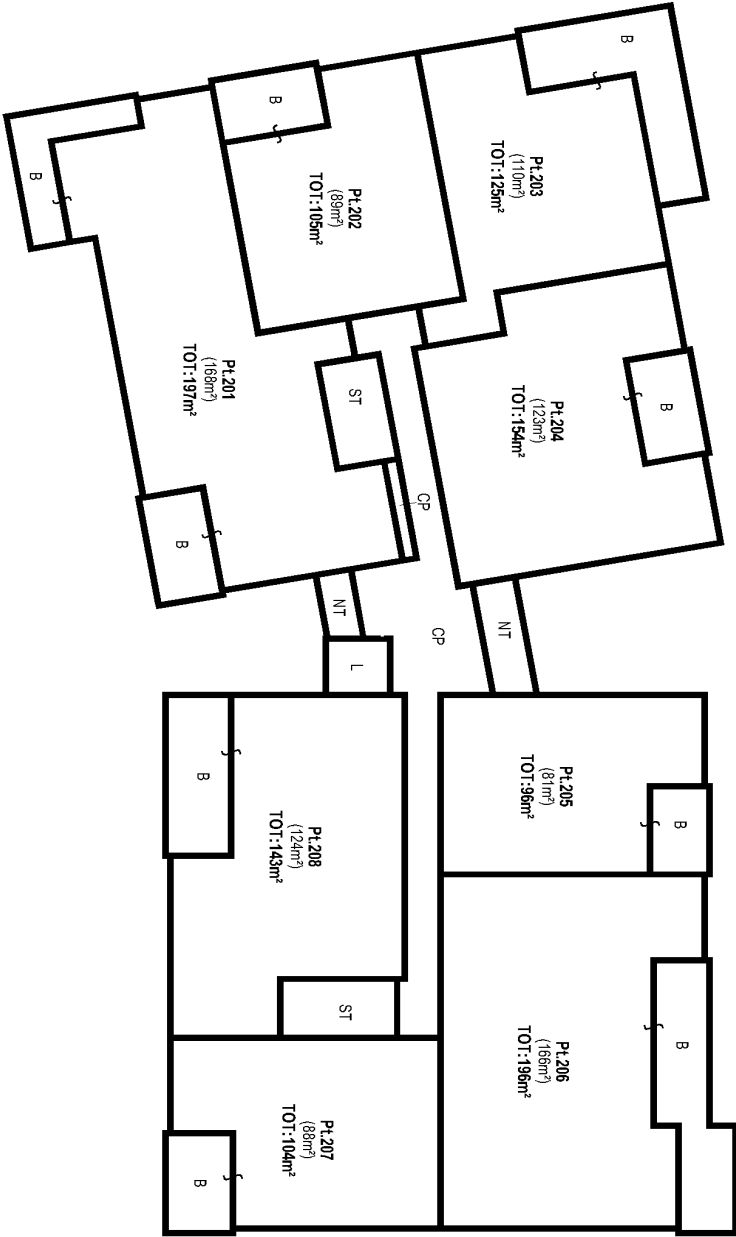
SURVEYOR
 Name: MATTHEW PLOWMAN
 Date: 1/08/2020
 Reference: 6913-3

PLAN OF SUBDIVISION OF LOT 75 IN SP91889

L G A: THE HILLS SHIRE
 Locality: KELLVILLE
 Reduction Ratio 1:200
 Lengths are in metres.

Registered
 09/09/2020

SP92609



NOTES:

THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 1
 BUILDING 'D'**

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

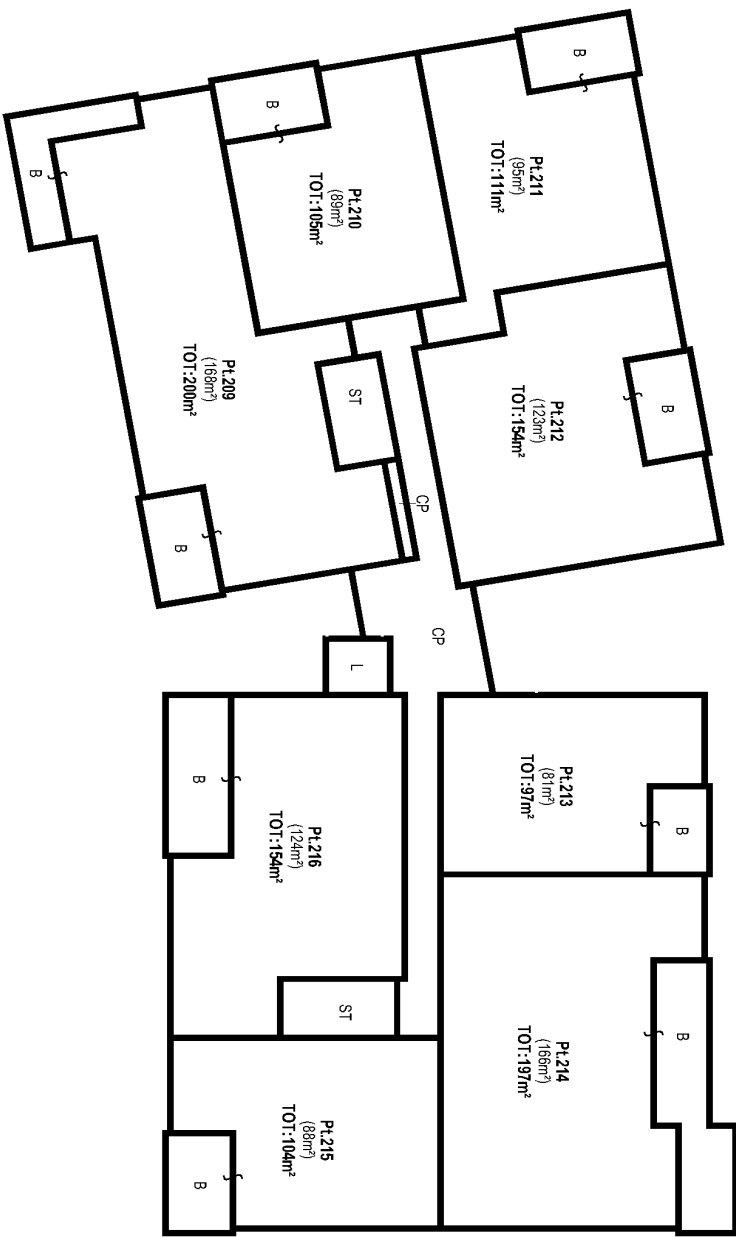
SURVEYOR
 Name: MATTHEW PLOWMAN
 Date: 1/08/2020
 Reference: 6913-3

PLAN OF SUBDIVISION OF LOT 75 IN SP91889

L G A: THE HILLS SHIRE
 Locality: KELLVILLE
 Reduction Ratio 1:200
 Lengths are in metres.

Registered
 09/09/2020

SP92609



NOTES:

THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 2
 BUILDING 'D'**

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

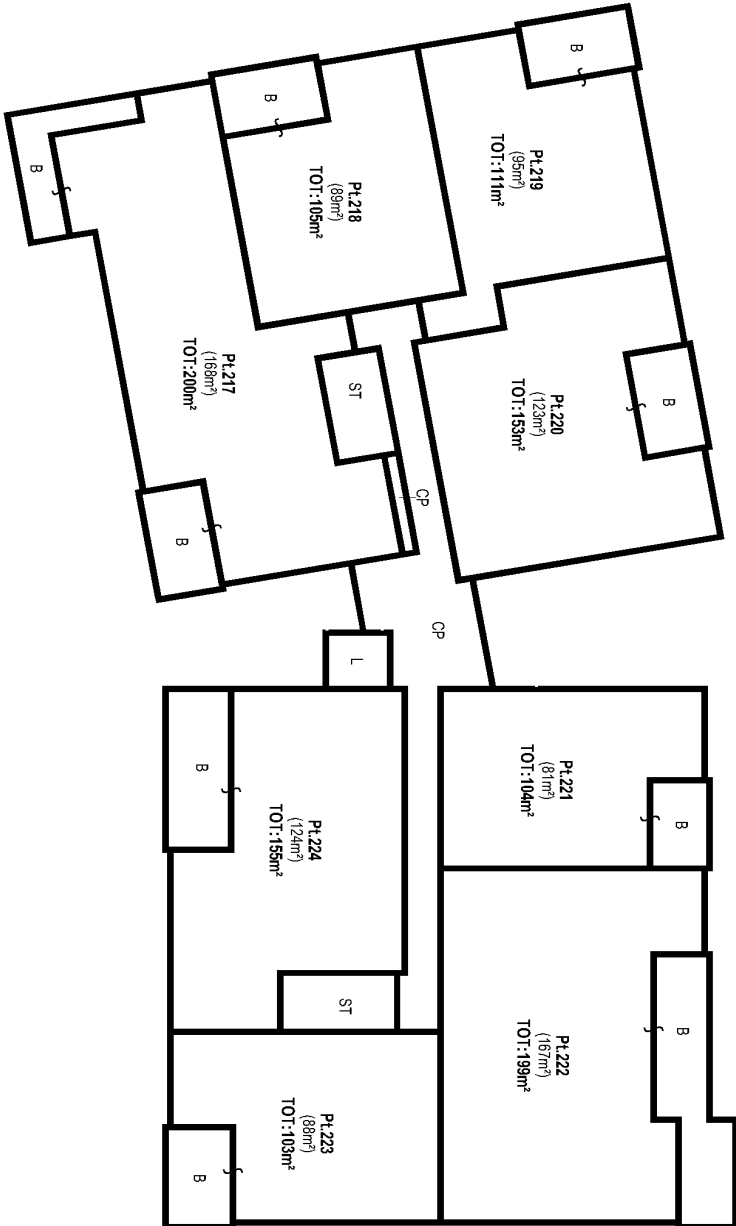
SURVEYOR
 Name: MATTHEW PLOWMAN
 Date: 1/08/2020
 Reference: 6913-3

PLAN OF SUBDIVISION OF LOT 75 IN SP91889

L G A: THE HILLS SHIRE
 Locality: KELLVILLE
 Reduction Ratio 1:200
 Lengths are in metres.

Registered
 09/09/2020

SP92609



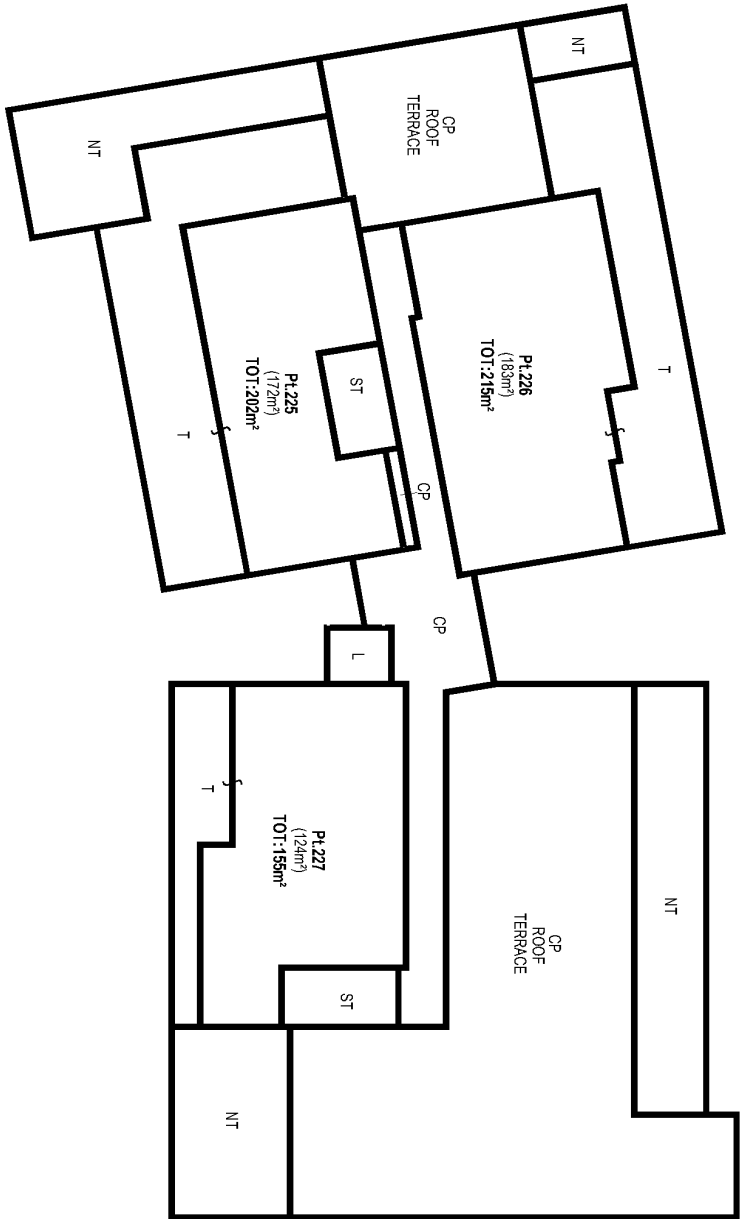
NOTES:

THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 3 BUILDING 'D'

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

SURVEYOR Name: MATTHEW PLOWMAN Date: 1/08/2020 Reference: 6913-3	PLAN OF SUBDIVISION OF LOT 75 IN SP91899	L G A: THE HILLS SHIRE Locality: KELLVILLE Reduction Ratio 1:200 Lengths are in metres.	Registered 09/09/2020	SP92609
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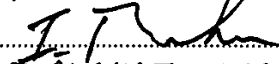
NOTES:-

THE STRATUM OF EACH TERRACE IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 THE STRUCTURE OF ALL PERGOLAS OVER TERRACE IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

**LEVEL 4
 BUILDING 'D'**

CP	COMMON PROPERTY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)
T	TERRACE

SURVEYOR Name: MATTHEW PLOWMAN Date: 10/08/2020 Reference: 6913-3	PLAN OF SUBDIVISION OF LOT 75 IN SP91899	L G A: THE HILLS SHIRE Locality: KELLVILLE Reduction Ratio 1:200 Lengths are in metres.	Registered 09/09/2020	SP92609
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SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheets
Office Use Only		Office Use Only
Registered:  09/09/2020		SP92609
STRATA PLAN OF SUBDIVISION OF: LOT 75 IN SP91889		LGA: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND
This is a FREEHOLD Strata Scheme		
<p style="text-align: center;">Surveyor's Certificate</p> <p>I, MATTHEW PLOWMAN of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^.....</p> <p>Signature: </p> <p>Date: 10 AUGUST 2020</p> <p>Surveyor ID: 5915</p> <p>Surveyor's Reference: 6913-3</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>		<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> <p>I, <u>IAN BAKER</u>..... being a Registered Certifier, Registration number <u>BDC0017</u>....., certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: <u>17/SC56/20</u>.....</p> <p>Relevant Planning Approval No.: <u>17/CRC19/18</u>..... issued by: <u>IAN BAKER</u>.....</p> <p>Signature: </p> <p>Date: <u>15 AUGUST 2020</u>.....</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>
<p><small>* Strike through if inapplicable</small></p>		

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheets
Office Use Only		Office Use Only
Registered: 09/09/2020	SP92609	

VALUER'S CERTIFICATE

I, *Anthony Dundovic of Jones Lang LaSalle Advisory Services Pty Ltd

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

Professional Body: Australian Property Institute
 Class of membership: Associate
 Membership number: 69119

certify that the unit entitlements shown in the schedule herewith were apportioned on 4 August 2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015


Signature:

Date 14 August 2020

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT
152	32	172	27	192	26	212	39
153	24	173	27	193	44	213	27
154	33	174	42	194	28	214	45
155	27	175	27	195	30	215	27
156	27	176	28	196	39	216	34
157	40	177	35	197	26	217	44
158	28	178	33	198	45	218	28
159	28	179	26	199	26	219	30
160	32	180	33	200	34	220	39
161	25	181	27	201	44	221	27
162	32	182	27	202	27	222	46
163	27	183	42	203	29	223	27
164	27	184	28	204	38	224	35
165	41	185	28	205	27	225	39
166	27	186	35	206	45	226	41
167	28	187	38	207	26	227	41
168	34	188	39	208	34	TOTAL	2486
169	32	189	28	209	44		
170	25	190	38	210	27		
171	33	191	39	211	29		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheets
Office Use Only	Office Use Only	
Registered:  09/09/2020	SP92609	


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
2 GERBERA PLACE, KELLYVILLE NSW 2155

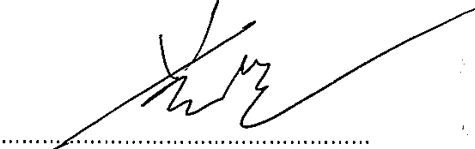
LOT NO	SUB-ADDRESS	LOT NO	SUB-ADDRESS	LOT NO	SUB-ADDRESS	LOT NO	SUB-ADDRESS
152	G31	172	236	192	426	212	245
153	G32	173	237	193	G39	213	246
154	G33	174	238	194	G40	214	247
155	G34	175	239	195	G41	215	248
156	G35	176	240	196	G42	216	249
157	G36	177	241	197	G43	217	342
158	G37	178	333	198	G44	218	343
159	G38	179	334	199	G45	219	344
160	133	180	335	200	G46	220	345
161	134	181	336	201	142	221	346
162	135	182	337	202	143	222	347
163	136	183	338	203	144	223	348
164	137	184	339	204	145	224	349
165	138	185	340	205	146	225	428
166	139	186	341	206	147	226	427
167	140	187	421	207	148	227	429
168	141	188	422	208	149		
169	233	189	423	209	242		
170	234	190	424	210	243		
171	235	191	425	211	244		


SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheets
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Office Use Only	Office Use Only
Registered:  09/09/2020	SP92609

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)	 Jian Huang Sole Director/Secretary
BOILL (AUST) PTY LTD)	
ACN 603 143 406)	
in accordance with s127 of)	
the Corporations Act 2001)	

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheets
Office Use Only Registered:  09/09/2020	SP92609	

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

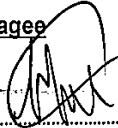
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Consent of Mortgagee

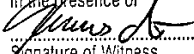
Executed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 005 357 522
 under Power of Attorney dated 18th November 2002
 and registered in *New South Wales*
 Book: 4376 Folio: 410 by

STEVE TOKIC

who certifies that he/she is a
 Senior Manager/Manager
 and that he/she has not received
 notice of revocation of that Power.


 Signature of Attorney

In the presence of

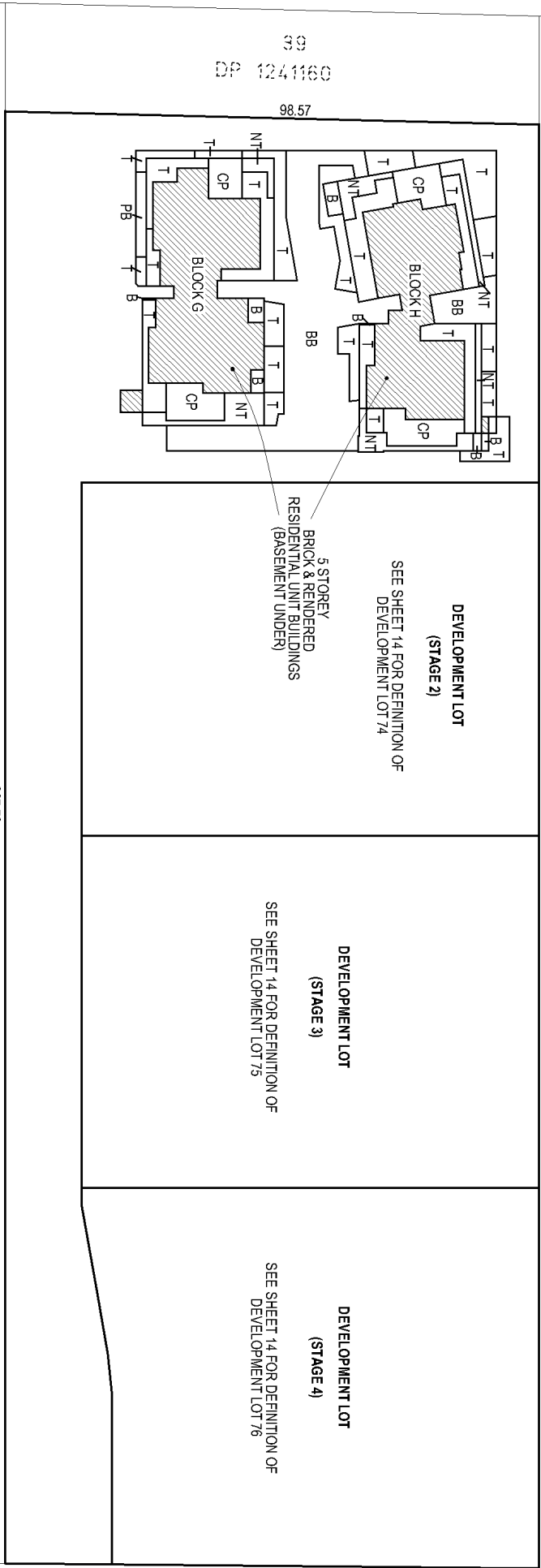

 Signature of Witness

JAMES ARMATI

Print name of Witness
 2-2 Pitt Street
 Sydney NSW 2000
 Address of Witness

HODGES STREET

BALMORAL ROAD



'J' denotes PARCEL BOUNDARIES ARE COINCIDENT WITH DEVELOPMENT LOT BOUNDARIES

LOCATION PLAN

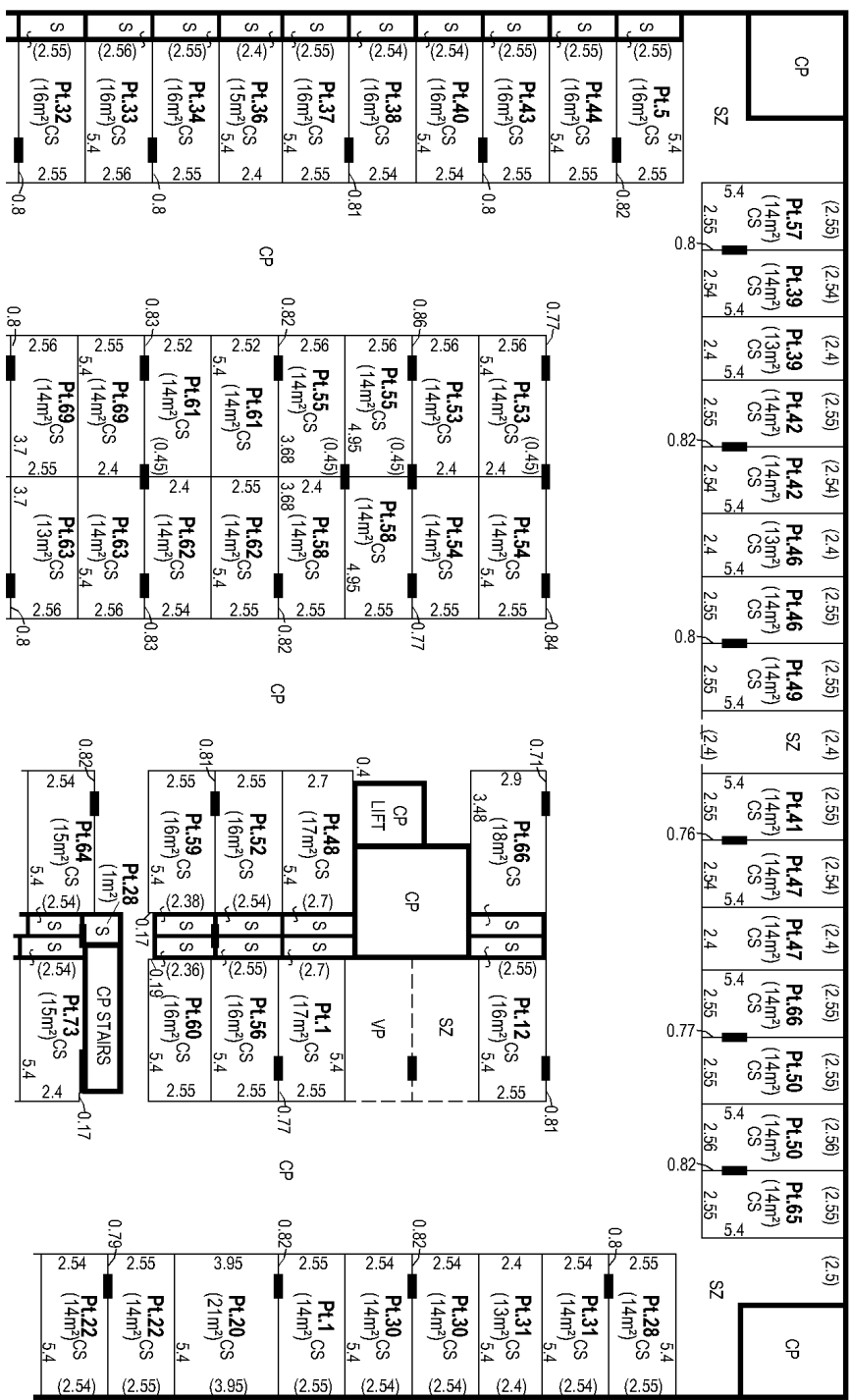
No 4 GERBERA PLACE KELLYVILLE NSW 2155

Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:800

Registered
 4.7.2018

SP91889

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



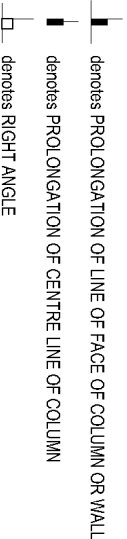
SEE SHEET 3 FOR CONTINUATION

CP denotes COMMON PROPERTY
 SZ denotes SHARED ZONE (CP)
 CS denotes CAR SPACE
 S denotes STORAGE CAGE
 VP denotes VISITOR PARKING (CP)

NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

BASEMENT



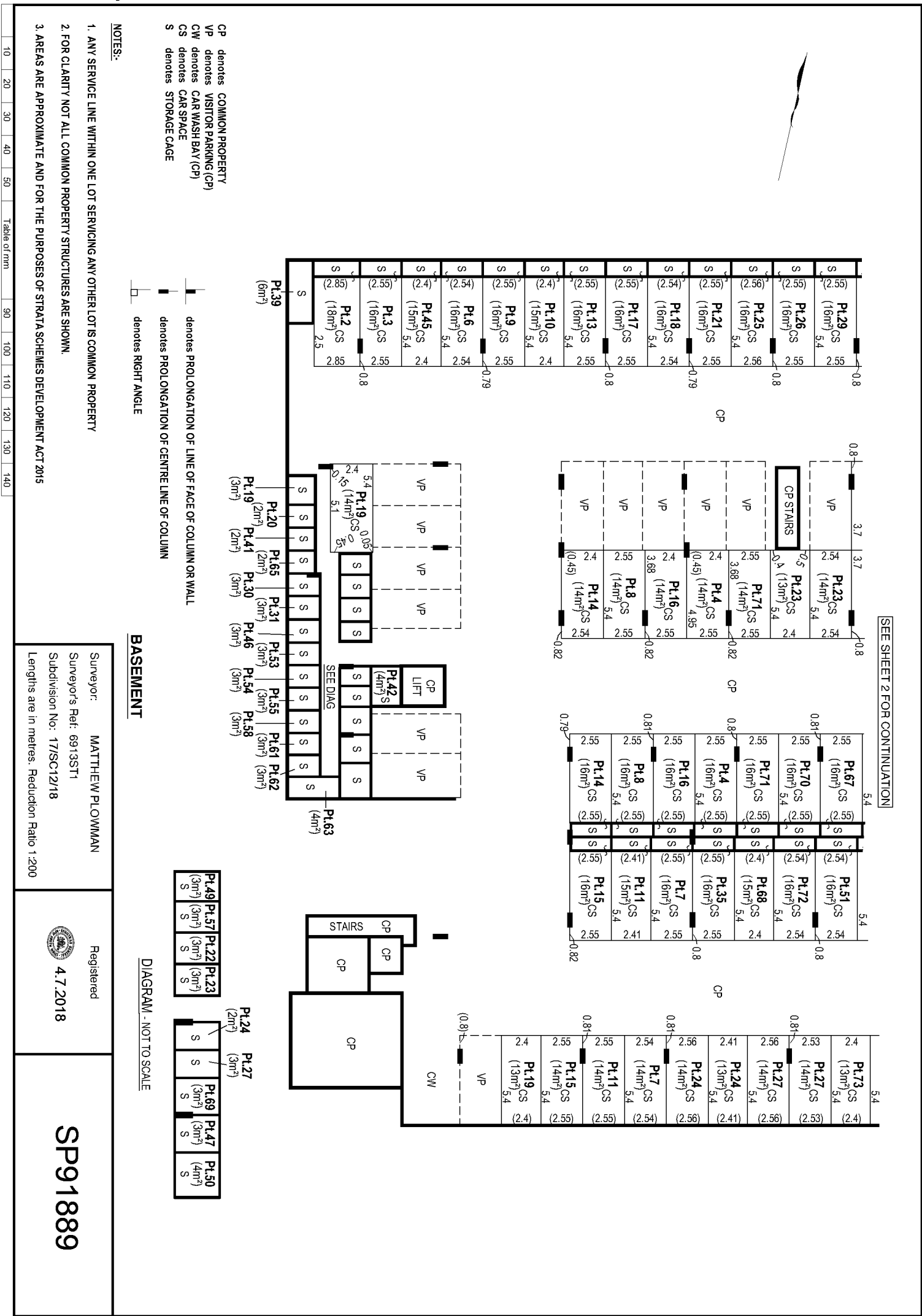
Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered
 4.7.2018

SP91889

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



SEE SHEET 2 FOR CONTINUATION

CP denotes COMMON PROPERTY
 VP denotes VISITOR PARKING (CP)
 CW denotes CAR WASH BAY (CP)
 CS denotes CARSPACE
 S denotes STORAGE CAGE

denotes PROLONGATION OF LINE OF FACE OF COLUMN OR WALL
 denotes PROLONGATION OF CENTRE LINE OF COLUMN
 denotes RIGHT ANGLE

BASEMENT

DIAGRAM - NOT TO SCALE

NOTES:
 1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

Surveyor: MATTHEW PLOWMAN

Surveyor's Ref: 6913ST1

Subdivision No: 17/SC12/18

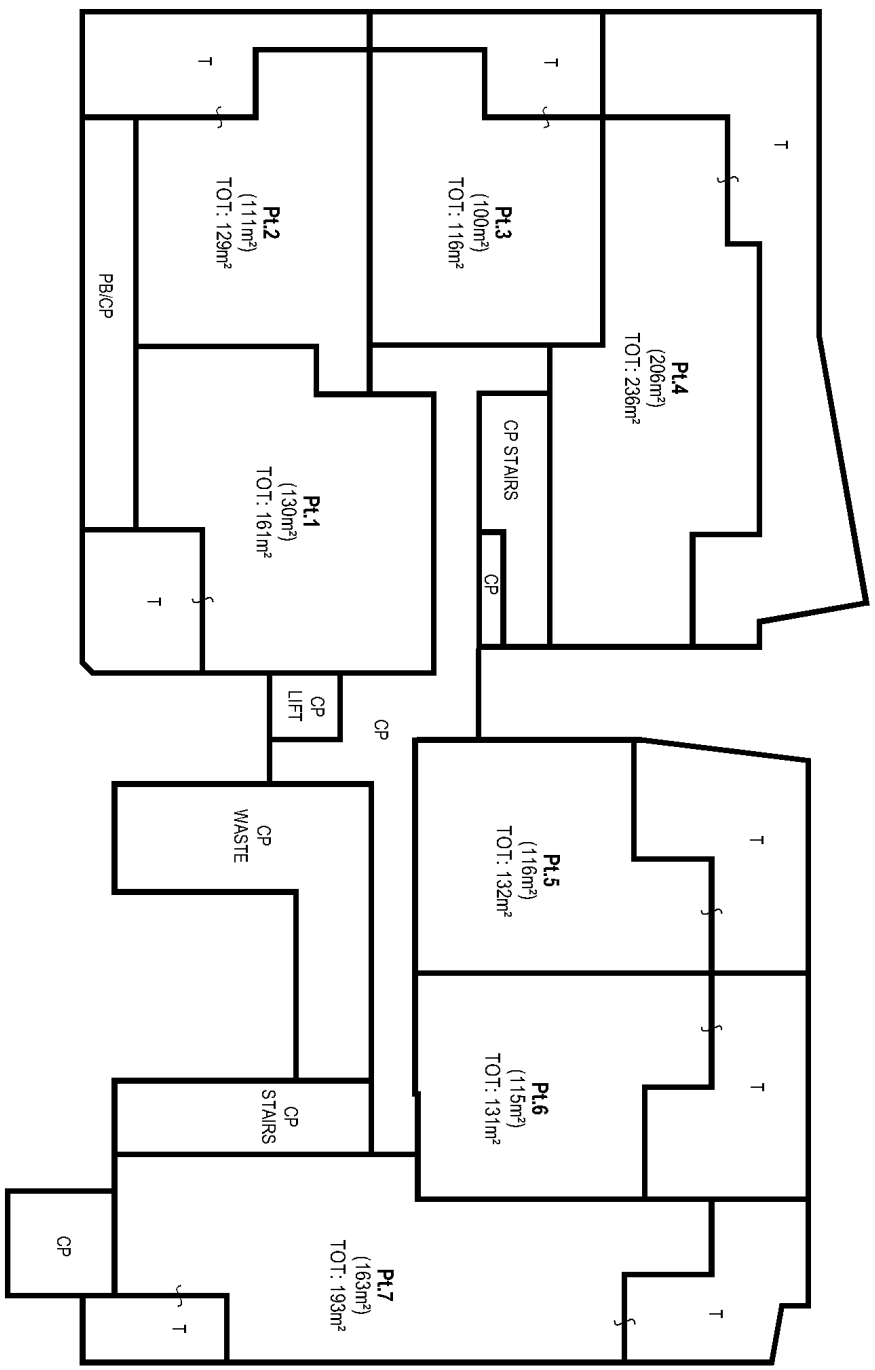
Lengths are in metres. Reduction Ratio 1:200

Registered

4.7.2018

SP91889

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



CP denotes COMMON PROPERTY
 T denotes TERRACE
 PB/CP denotes PLANTER BOX (CP)

NOTES:

1. THE STATUM OF EACH TERRACE IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITH THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOTS COMMON PROPERTY
3. AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**GROUND FLOOR
 BLOCK G**

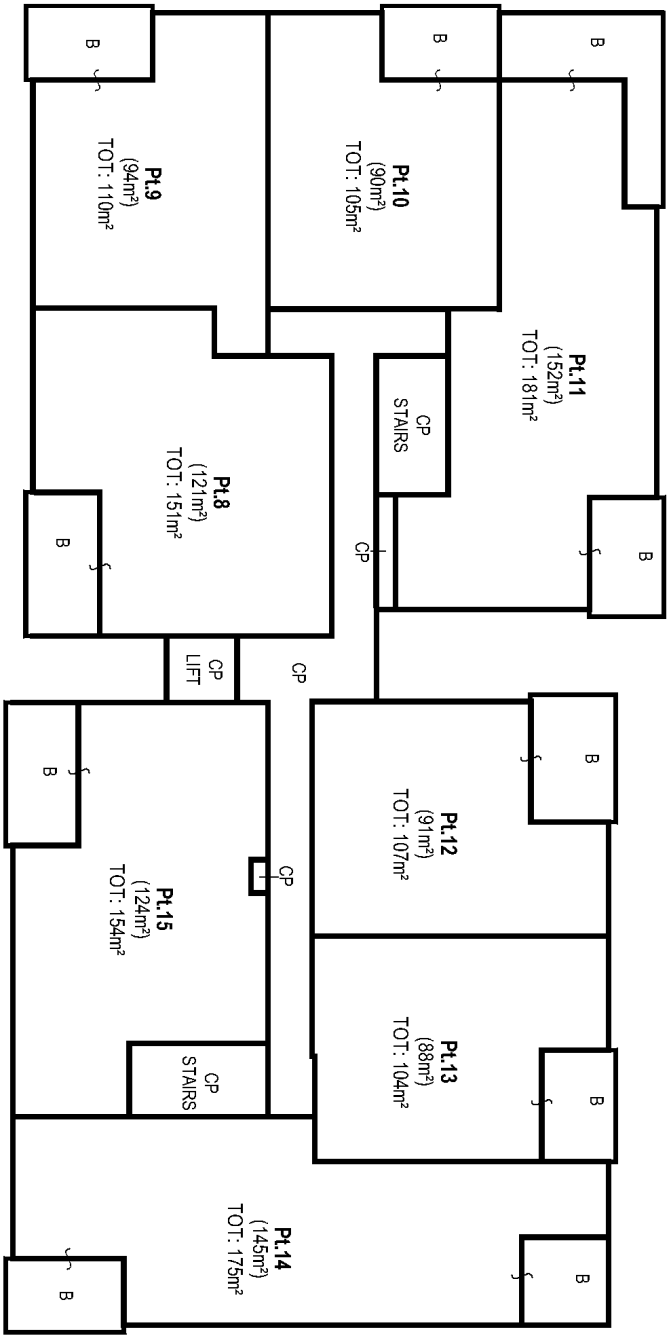
Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered
 4.7.2018

SP91889

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



CP denotes COMMON PROPERTY
 B denotes BALCONY

NOTES:-

1. THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN
4. AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

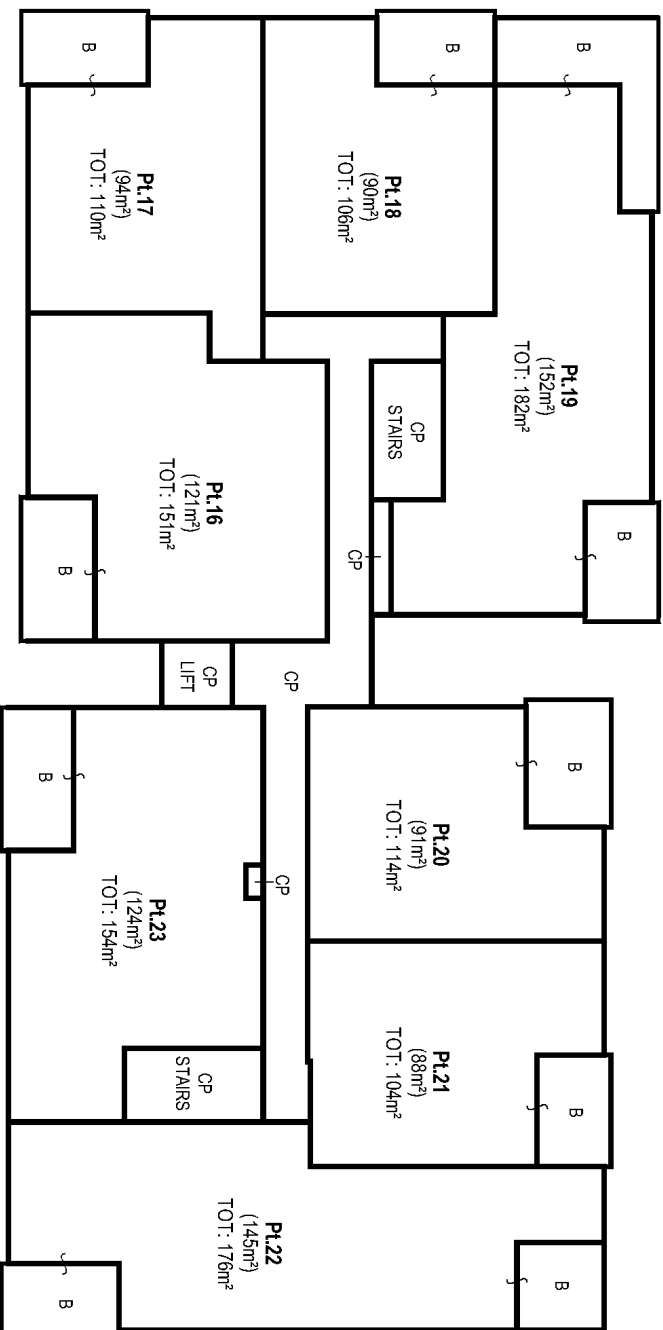
**LEVEL 1
 BLOCK G**

Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered
 4.7.2018

SP91889

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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CP denotes COMMON PROPERTY
 B denotes BALCONY

NOTES:-

1. THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN
4. AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**LEVEL 2
 BLOCK G**

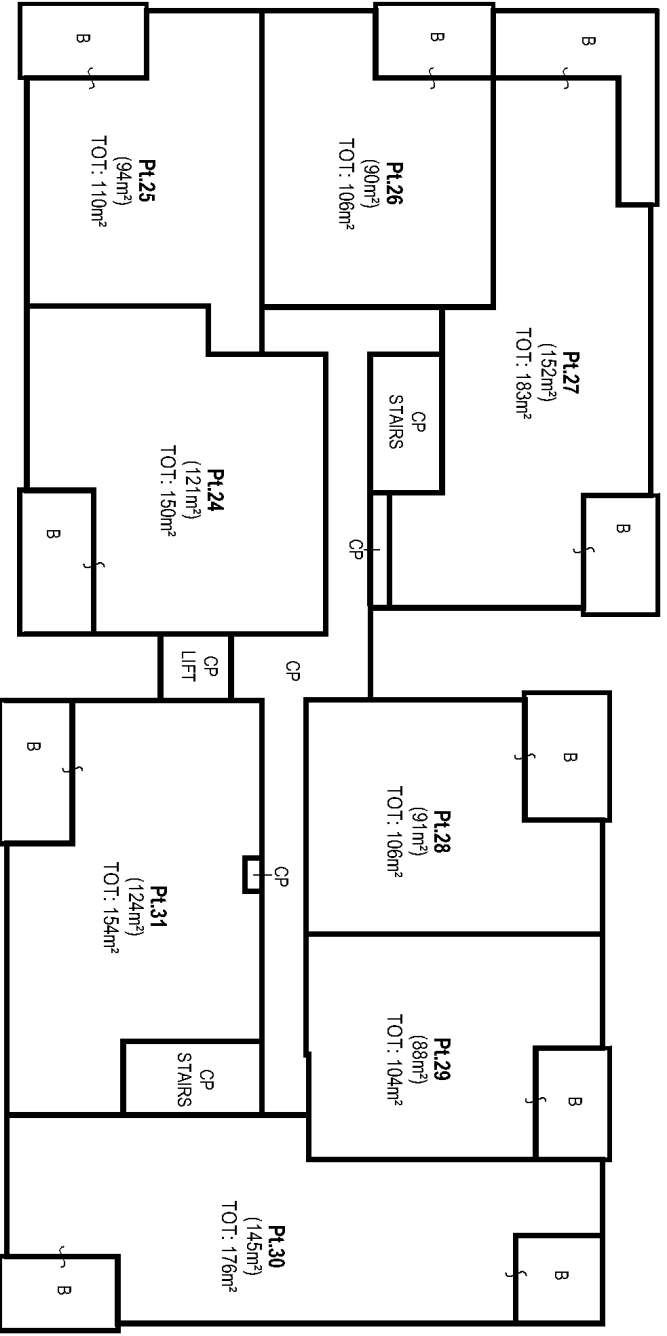
Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered

 4.7.2018

SP91889

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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CP denotes COMMON PROPERTY
 B denotes BALCONY

NOTES:-

1. THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN
4. AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

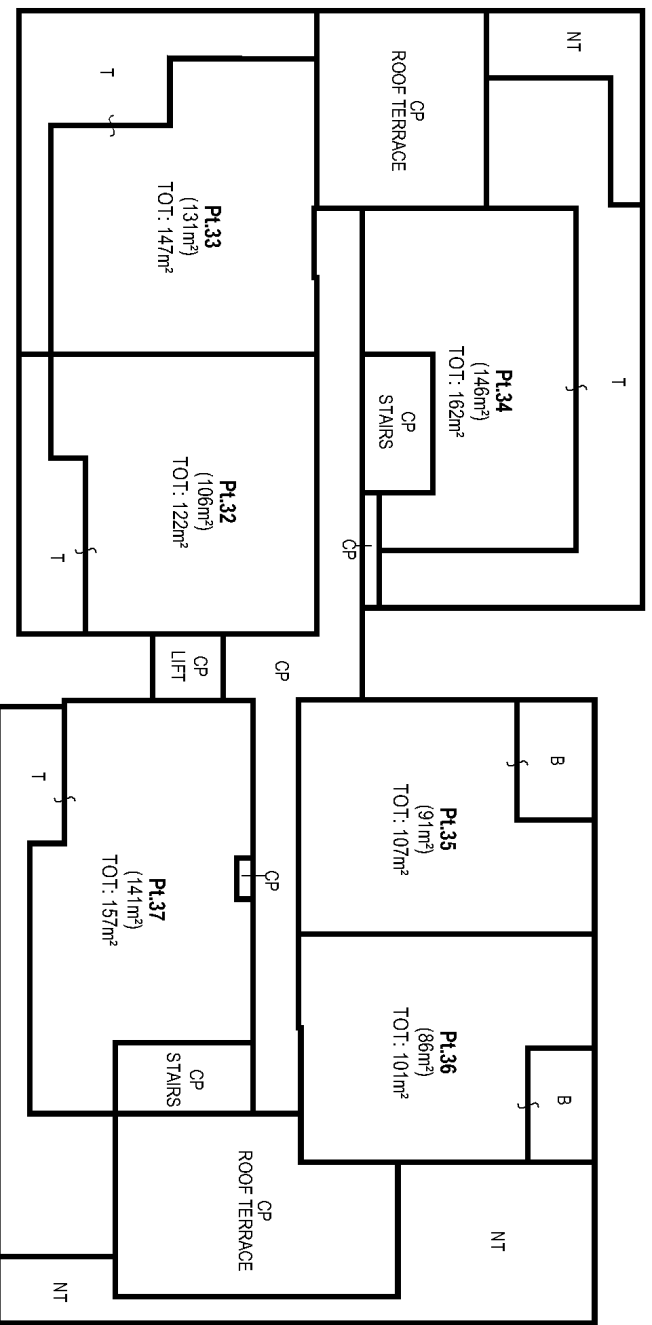
LEVEL 3
BLOCK G

Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered
 4.7.2018

SP91889

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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B denotes BALCONY
 CP denotes COMMON PROPERTY
 T denotes TERRACE
 NT denotes NON-TRAFFICABLE ROOF AREA (CP)

NOTES:-

1. THE STRATUM OF EACH BALCONY AND TERRACE IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN
4. AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**LEVEL 4
 BLOCK G**

Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered

 4.7.2018

SP91889

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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CP denotes COMMON PROPERTY
 T denotes TERRACE

GROUND FLOOR
BLOCK H

NOTES:-

1. THE STRATUM OF EACH TERRACE IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN
4. AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

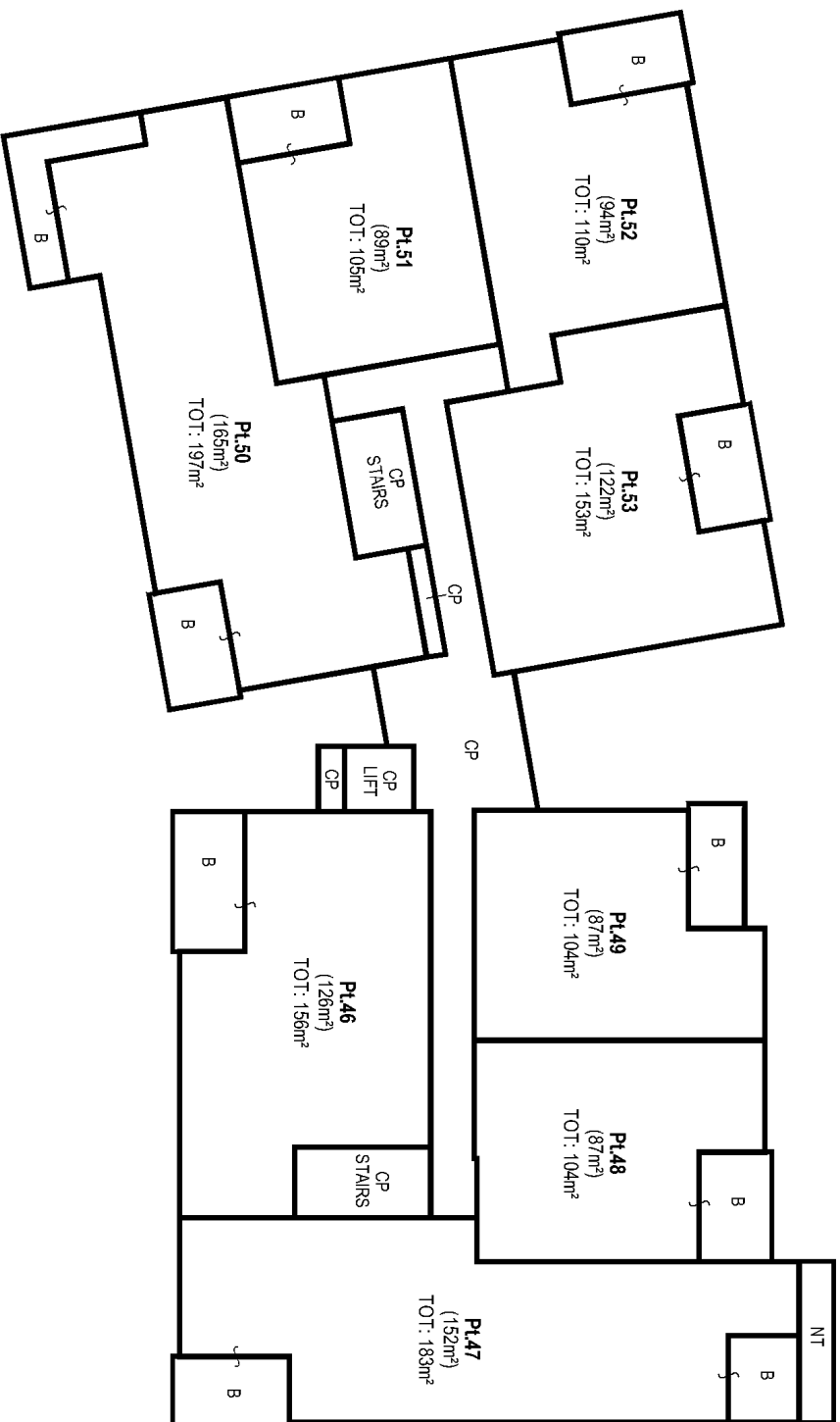
10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Surveyor: **MATTHEW PLOWMAN**
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered

4.7.2018

SP91889



CP denotes COMMON PROPERTY
 B denotes BALCONY
 NT denotes NON-TRAFFICABLE ROOF AREA (CP)

NOTES:-

1. THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN
4. AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

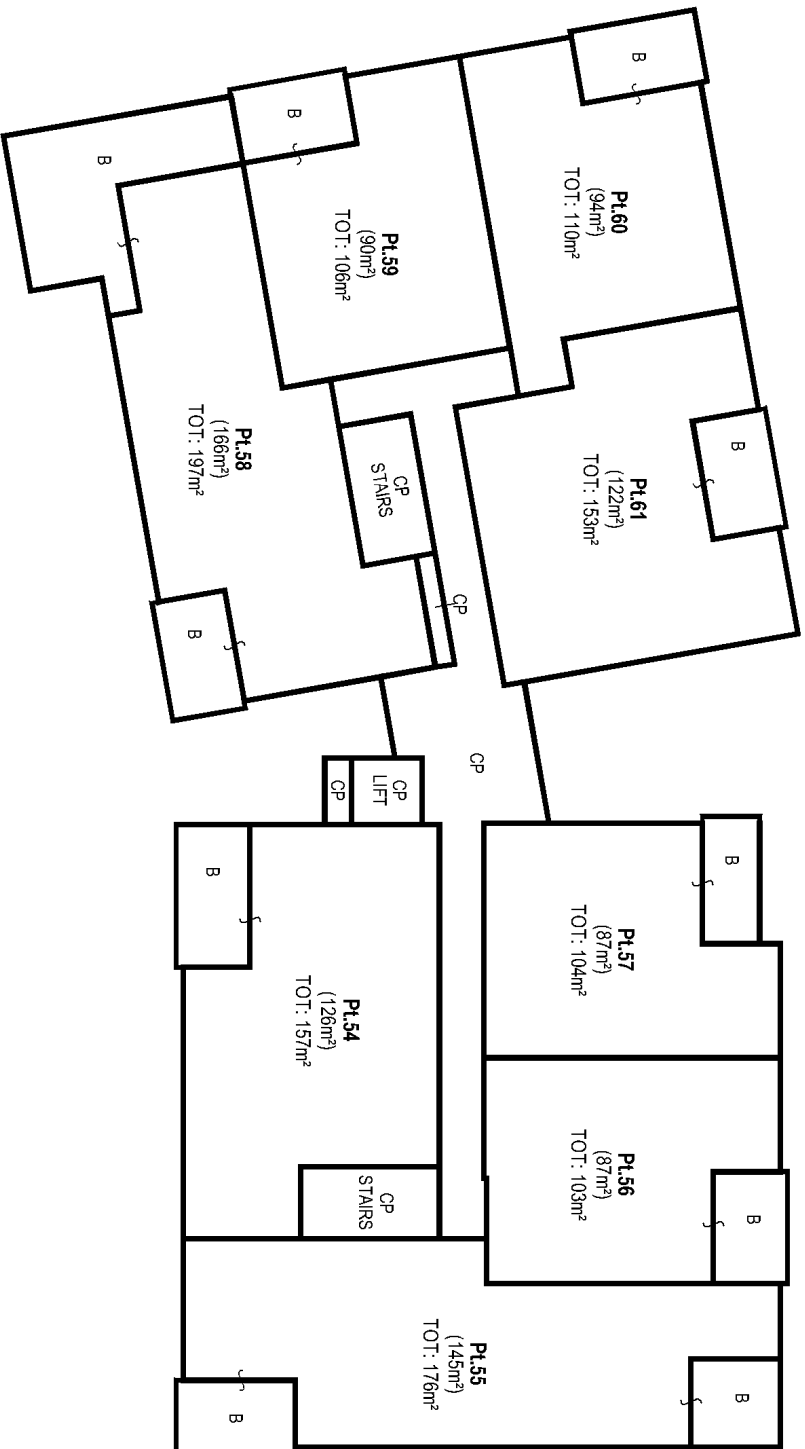
**LEVEL 1
 BLOCK H**

Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered
 4.7.2018

SP91889

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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CP denotes COMMON PROPERTY
 B denotes BALCONY

NOTES:-

1. THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
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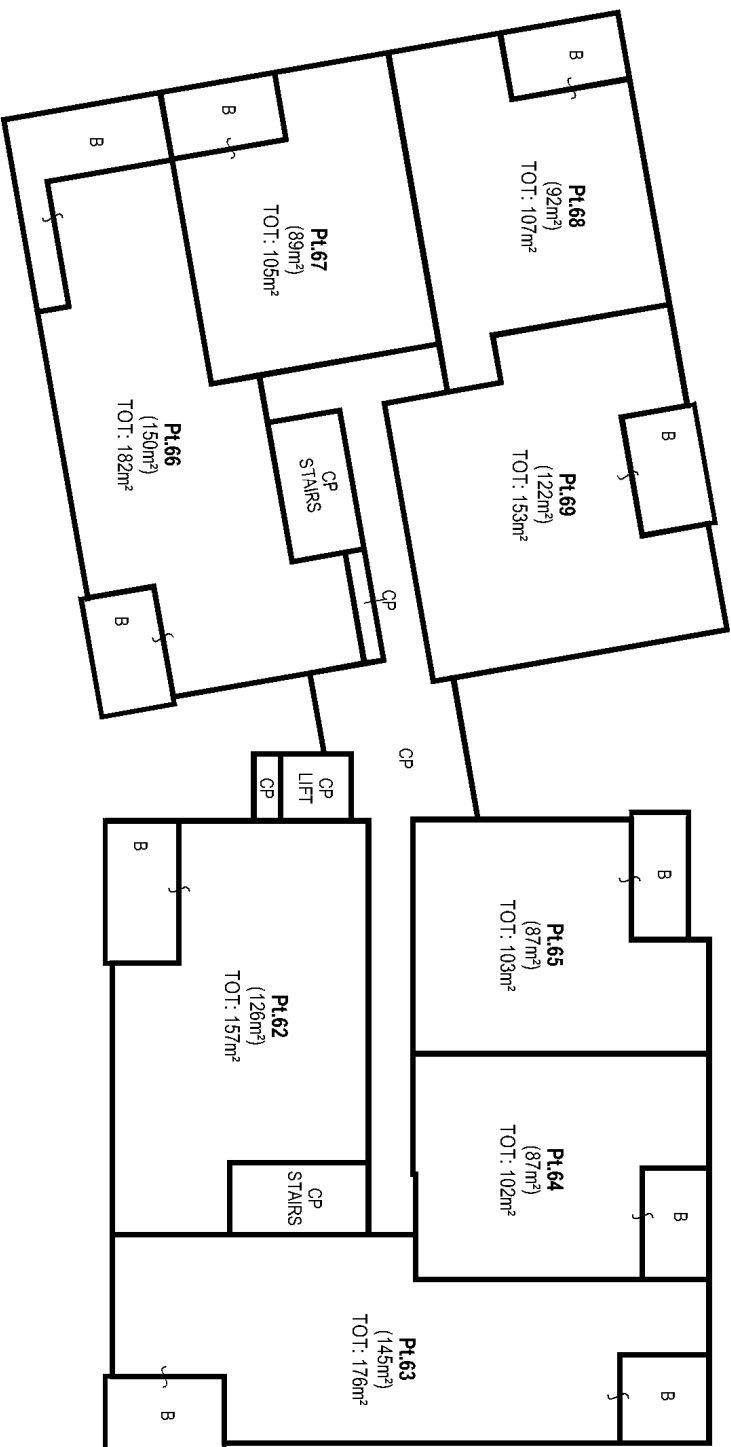
**LEVEL 2
 BLOCK H**

Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered
 4.7.2018

SP91889

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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CP denotes COMMON PROPERTY
 B denotes BALCONY

NOTES:-

1. THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
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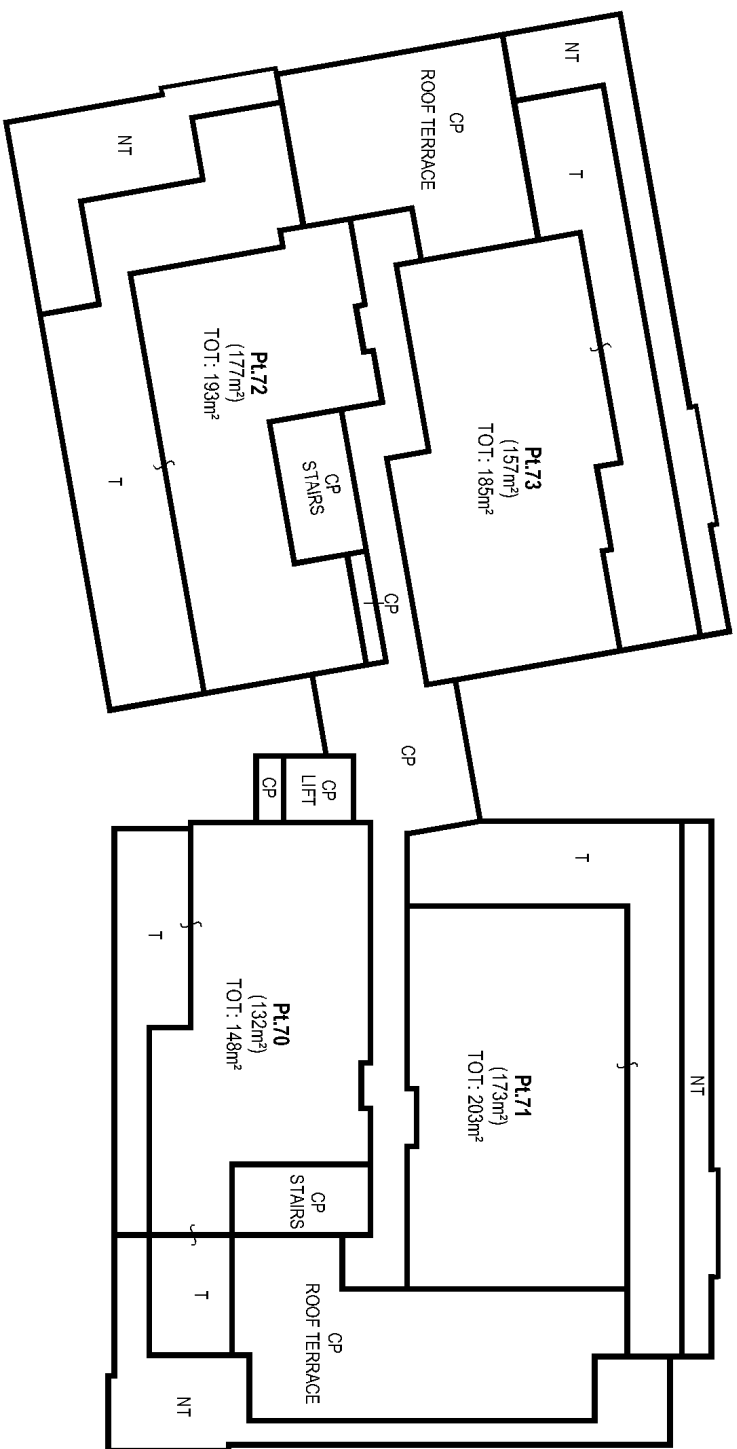
**LEVEL 3
 BLOCK H**

Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered
 4.7.2018

SP91889

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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CP denotes COMMON PROPERTY
 T denotes TERRACE
 NT denotes NON-TRAFFICABLE ROOF AREA (CP)

NOTES:-

1. THE STRATUM OF EACH TERRACE IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN
4. AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

**LEVEL 4
 BLOCK H**

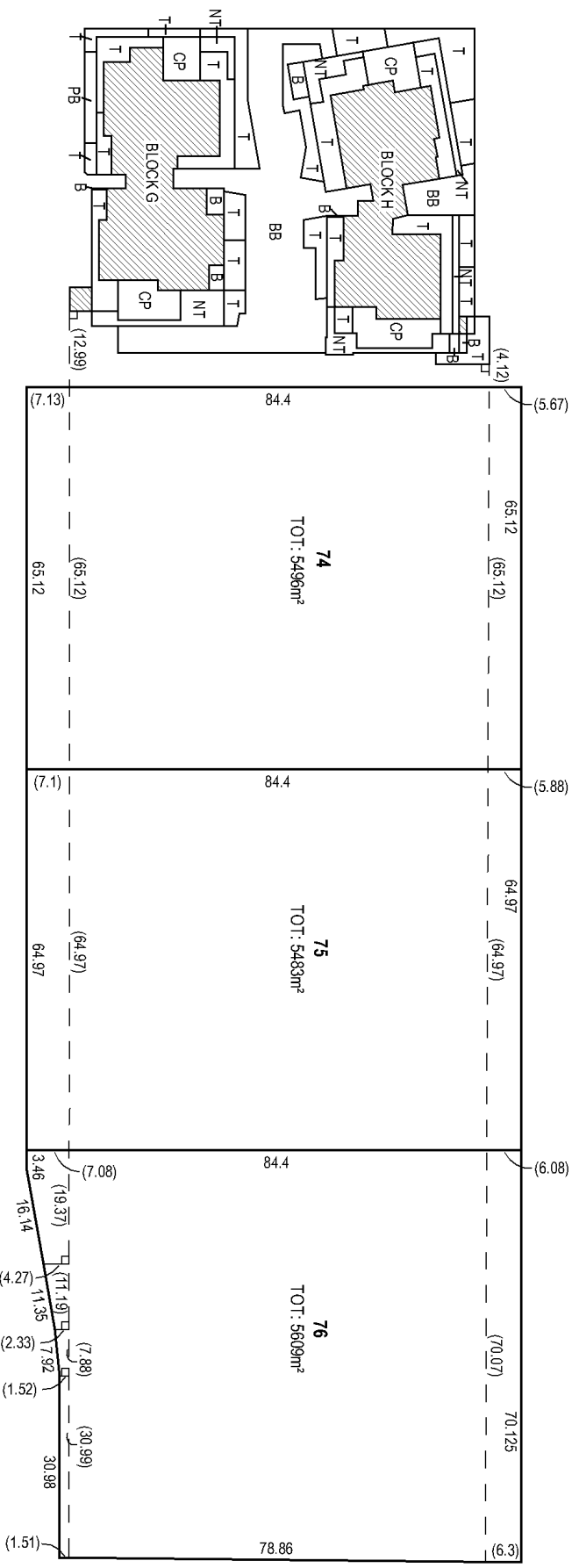
Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:200

Registered
 4.7.2018

SP91889

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



┌ denotes RIGHT ANGLE

DEVELOPMENT LOTS - FLOOR PLAN

- CP denotes COMMON PROPERTY
- PB denotes PLANTER BOX
- T denotes TERRACE
- B denotes BALCONY
- NT denotes NON TRAFFICABLE ROOF AREA
- BB denotes BASEMENT BELOW



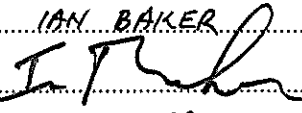
THE STRATUM OF DEVELOPMENT LOTS 74, 75 & 76 IS LIMITED IN DEPTH TO 50 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE LIVING AREA OF LOT 7 AND IN HEIGHT TO 50 ABOVE THE AFOREMENTIONED SURFACE


Surveyor: MATTHEW PLOWMAN
 Surveyor's Ref: 6913ST1
 Subdivision No: 17/SC12/18
 Lengths are in metres. Reduction Ratio 1:800

Registered
 4.7.2018

SP91889

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

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheets
Office Use Only	Office Use Only	
Registered:  4.7.2018	<h1>SP91889</h1>	
PLAN OF SUBDIVISION OF: LOT 38 in DP 1241160	LGA: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND	
This is a freehold Strata Scheme		
Address for Service of Documents 4 GERBERA PLACE KELLYVILLE NSW 2155 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
Surveyor's Certificate I, MATTHEW PLOWMAN of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *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:  Date: 30/4/18 Surveyor ID: 5915 Surveyor's Reference: 6913ST1 <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>	Strata Certificate (Accredited Certifier) I, <u>IAN BAKER</u> being an Accredited Certifier, accreditation number <u>BPA 0017</u>, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>17/SC.12/18</u> Relevant Planning Approval No.: <u>17/CD.17/18</u> issued by: <u>IAN BAKER</u> Signature:  Date: <u>12 MAY 2018</u> <small>^ Insert lot numbers of proposed utility lots.</small>	
* Strike through if inapplicable		

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheets
Office Use Only	Office Use Only	
Registered:  4.7.2018	SP91889	


VALUER'S CERTIFICATE

I, ANDREW JAMES KENNARD 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: A. Kennard Date 17 May 2018

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT
1	38	26	30	52	30
2	30	27	41	53	37
3	30	28	29	54	38
4	40	29	29	55	41
5	30	30	41	56	30
6	30	31	39	57	30
7	41	32	31	58	43
8	37	33	32	59	30
9	30	34	31	60	30
10	30	35	30	61	38
11	41	36	30	62	38
12	29	37	34	63	41
13	29	38	36	64	30
14	41	39	43	65	30
15	38	40	30	66	41
16	38	41	30	67	30
17	30	42	45	68	30
18	30	43	31	69	38
19	41	44	32	70	33
20	29	45	32	71	40
21	29	46	38	72	34
22	41	47	43	73	40
23	39	48	29	74	2,528
24	38	49	29	75	2,486
25	30	50	44	76	2,466
		51	30	AGGREGATE	10,000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheets
Registered:  4.7.2018	<h1 style="margin: 0;">SP91889</h1>	


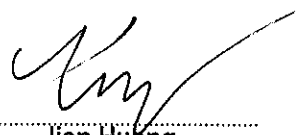
This sheet is for the provision of the following information as required:


- 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 SUB ADDRESSES
4 GERBERA PLACE KELLYVILLE NSW 2155

LOT No	SUB ADDRESS	LOT No	SUB ADDRESS	LOT No	SUB ADDRESS
1	G01	26	303	52	115
2	G02	27	304	53	116
3	G03	28	305	54	209
4	G04	29	306	55	210
5	G05	30	307	56	211
6	G06	31	308	57	212
7	G07	32	401	58	213
8	101	33	402	59	214
9	102	34	403	60	215
10	103	35	404	61	216
11	104	36	405	62	309
12	105	37	406	63	310
13	106	38	G08	64	311
14	107	39	G09	65	312
15	108	40	G10	66	313
16	201	41	G11	67	314
17	202	42	G12	68	315
18	203	43	G13	69	316
19	204	44	G14	70	407
20	205	45	G15	71	408
21	206	46	109	72	409
22	207	47	110	73	410
23	208	48	111		
24	301	49	112		
25	302	50	113		
		51	114		

Lot 74 - 3 GERBERA PLACE KELLYVILLE NSW 2155
 Lot 75 - 2 GERBERA PLACE KELLYVILLE NSW 2155
 Lot 76 - 1 GERBERA PLACE KELLYVILLE NSW 2155
 COMMON PROPERTY - 4 GERBERA PLACE KELLYVILLE NSW 2155

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheets
Office Use Only Registered:  4.7.2018		Office Use Only SP91889
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• 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 <i>Conveyancing Act 1919</i>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
<p>PUSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015,</p> <p>IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none">1. RESTRICTION ON THE USE OF LAND2. POSITIVE COVENANT3. POSITIVE COVENANT4. RESTRICTION ON THE USE OF LAND <p>EXECUTED by) BOILL (AUST) PTY LTD) ACN 603 143 406) in accordance with s127 of) the Corporations Act 2001)</p> <p style="text-align: center;"> ----- Jian Huang Sole Director/Secretary</p> <p style="text-align: center;">THIS PLAN IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT WHICH IS FILED WITH THE STRATA PLAN</p>		
Surveyor's Reference: 6913ST1		

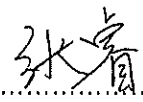
Office Use Only	Office Use Only
Registered:  4.7.2018	SP91889

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

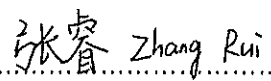
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

CONSENT OF MORTGAGEE

EXECUTED by)
 Nanhai Investment Holding)
 Limited)
 ACN)
 in accordance with s127 of)
 the Corporations Act 2001)

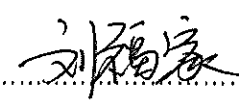


(Signature)

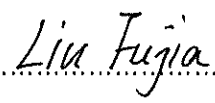
 Zhang Rui

(Print Name)

Director

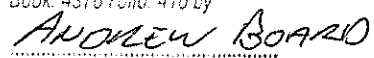


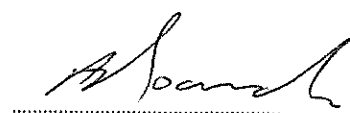
(Signature)

 Liu Fujia

(Print Name)

Director or Secretary

.....
 Solicited for and on behalf of)
 Australia and New Zealand Banking Group Limited)
 ABN 11 005 957 822)
 under Power of Attorney dated 10th November 2002)
 and registered in New South Wales)
 Book: 4376 Folio: 410 by)
)
 who certifies that he/she is a)
 Senior Manager/Manager)
 and that he/she has not received)
 notice of revocation of that Power.)



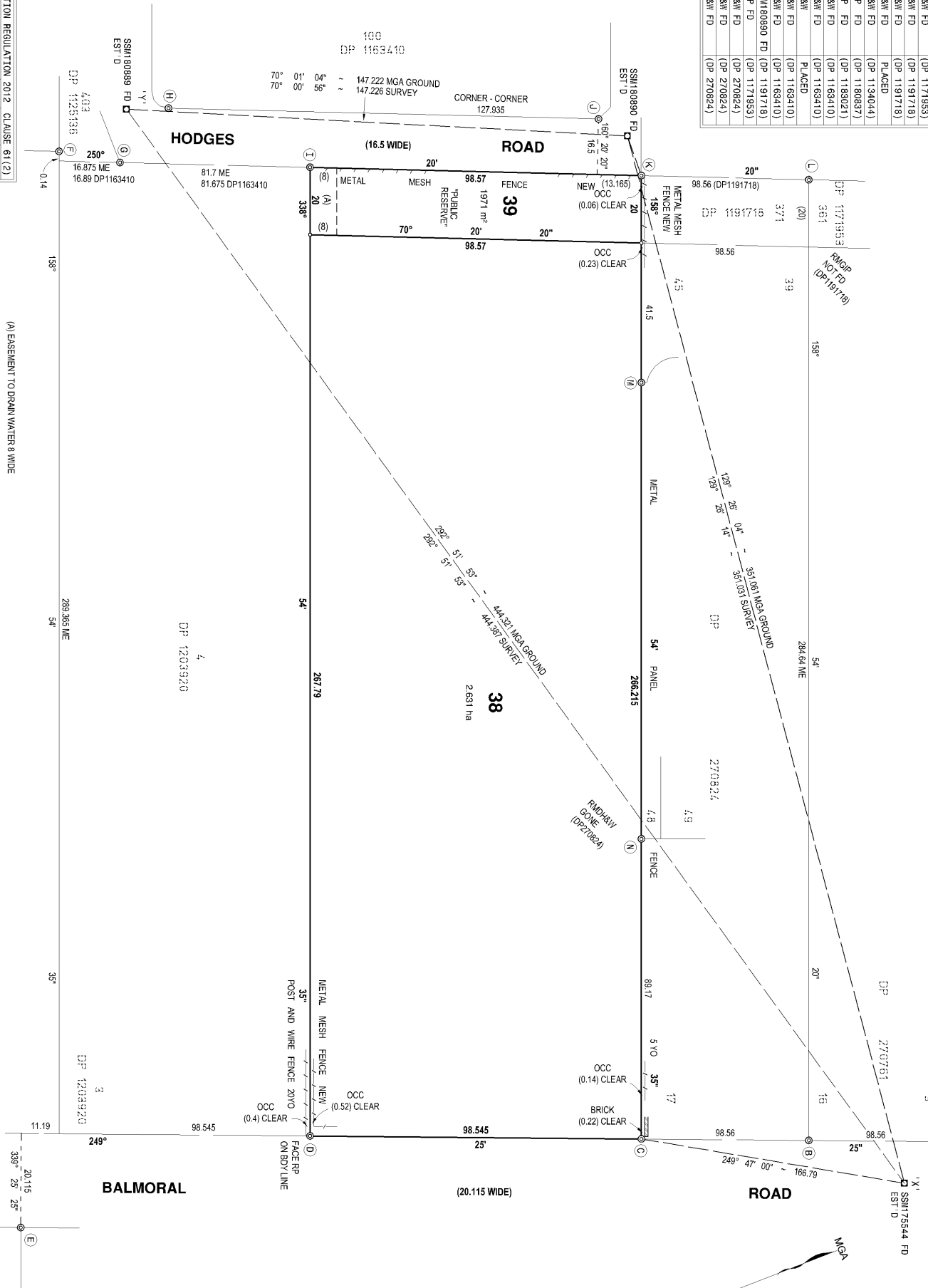
.....
 Signature of Attorney
 In the presence of



.....
 Signature of Witness

ANDREW LYALL
 Print name of Witness
 242 Pitt Street
 Sydney NSW 2000
 Address of Witness

No.	BEARING	DISTANCE	MARK	ORIGIN
(A)	290°51'	5.33	DRAWN FD	(DP 1171953)
(B)	343°05'	3.475	DRAWN FD	(DP 1191718)
(C)	289°44'	3.285	DRAWN FD	(DP 1191718)
(D)	316°37'	16.995	DRAWN FD	PLACED
(E)	8°10'	7.705	DRAWN FD	(DP 1134044)
(F)	127°59'	1.99	GIP FD	(DP 1180837)
(G)	151°46'	7.595	GIP FD	(DP 1183021)
(H)	42°34'	7.26	DRAWN FD	(DP 1163410)
(I)	6°32'	15.235	DRAWN FD	PLACED
(J)	85°11'40"	7.77	DRAWN FD	(DP 1163410)
(K)	340°14'30"	3.35	DRAWN FD	(DP 1163410)
(L)	139°28'20"	17.86	SSM180890 FD	(DP 1191718)
(M)	316°34'	7.17	GIP FD	(DP 1171953)
(N)	295°06'	3.895	DRAWN FD	(DP 270824)
(O)	316°12'	8.745	DRAWN FD	(DP 270824)
(P)	307°18'	24.185	DRAWN FD	(DP 270824)



SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 175544	309 882.440	6 266 648.016	56	C	4
SSM 180889	309 452.925	6 266 820.704	56	C	3
SSM 180890	309 591.289	6 266 871.016	56	C	3

COMBINED SEA LEVEL SCALE FACTOR 1.000032
 SOURCE: MGA COORDS ADOPTED FROM SCANS ON 14-NOV-2016

LEGEND

FD denotes FOUND
 OCC denotes OCCUPATION
 YO denotes YEARS OLD
 BDY denotes BOUNDARY
 RP denotes ROUND POST

(A) EASEMENT TO DRAIN WATER 8 WIDE

Surveyor: **BENJAMIN A JACKSON**
 Date of Survey: 15/11/2016
 Surveyor's Ref: 6813

PLAN OF SUBDIVISION OF LOT 38 IN DP 10702


L.G.A. THE HILLS
 Locality: KELLVILLE
 Reduction Ratio: 1:800
 Lengths are in metres.

REGISTERED
 24.04.2018

DP1241160

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheets

Registered:  24.04.2018 Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

DP1241160

Office Use Only

PLAN OF SUBDIVISION OF LOT 38 IN DP10702

LGA: THE HILLS
 Locality: KELLYVILLE
 Parish: CASTLE HILL
 County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:
 Date:
 File Number:
 Office:

Survey Certificate

I, BENJAMIN A JACKSON of SDG LAND DEVELOPMENT SOLUTIONS PTY.LTD. a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

**(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 15/11/2016*

**{b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.*

Subdivision Certificate

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

Signature: J.M. Brooks
 Accreditation number:
 Consent Authority: THE HILLS SHIRE COUNCIL
 Date of endorsement: 21.2.2018
 Subdivision Certificate number: 11562
 File number: 86/2018/SC

*Strike through if inapplicable.

**(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.*

Signature: [Signature] Dated: 21/2/2018
 Surveyor ID: 8645
 Datum Line: 'X'-'Y'
 Type: *Urban/*Rural
 The terrain is *Level-Undulating / *Steep-Mountainous.

*Strike through if inapplicable.
 ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation.

DP 10702 DP 1203920
 DP 270824
 DP 1107804
 DP 1163410
 DP 1191718

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 6913

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Office Use Only
Registered:  24.04.2018

Office Use Only
DP1241160

PLAN OF SUBDIVISION OF LOT 38 IN
DP10702

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

Subdivision Certificate number:115b2.....
Date of Endorsement:21.2.18.....

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED,

TO CREATE:

- 1. EASEMENT TO DRAIN WATER 8 WIDE (A)

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

EXECUTED by)
BOILL (AUST) PTY LTD)
ACN 603 143 406)
in accordance with s127 of)
the Corporations Act 2001)


.....
Jian Huang
Sole Director/Secretary


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Office Use Only
 Registered:  24.04.2018

Office Use Only
DP1241160

PLAN OF SUBDIVISION OF LOT 38 IN DP10702

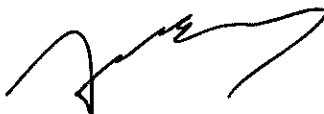
This sheet is for the provision of the following information as required:

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

Subdivision Certificate number: 11562
 Date of Endorsement: 21.2.18

Consent of Mortgagee

EXECUTED by)
 Nanhai Investment Holding)
 Limited)
 ACN)
 in accordance with s127 of)
 the Corporations Act 2001)



(Signature)

王信松 Wang Xinsong

(Print Name)

Director



(Signature)

张睿 Zhang Rui

(Print Name)

Director or Secretary

Executed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 005 357 522
 under Power of Attorney dated 18th November 2002
 and registered in New South Wales
 Book: 4376 Folio: 410 by


ANDREW BOARD

who certifies that he/she is a
 Senior Manager/Manager
 and that he/she has not received
 notice of revocation of that Power.



Signature of Attorney

In the presence of



Signature of Witness

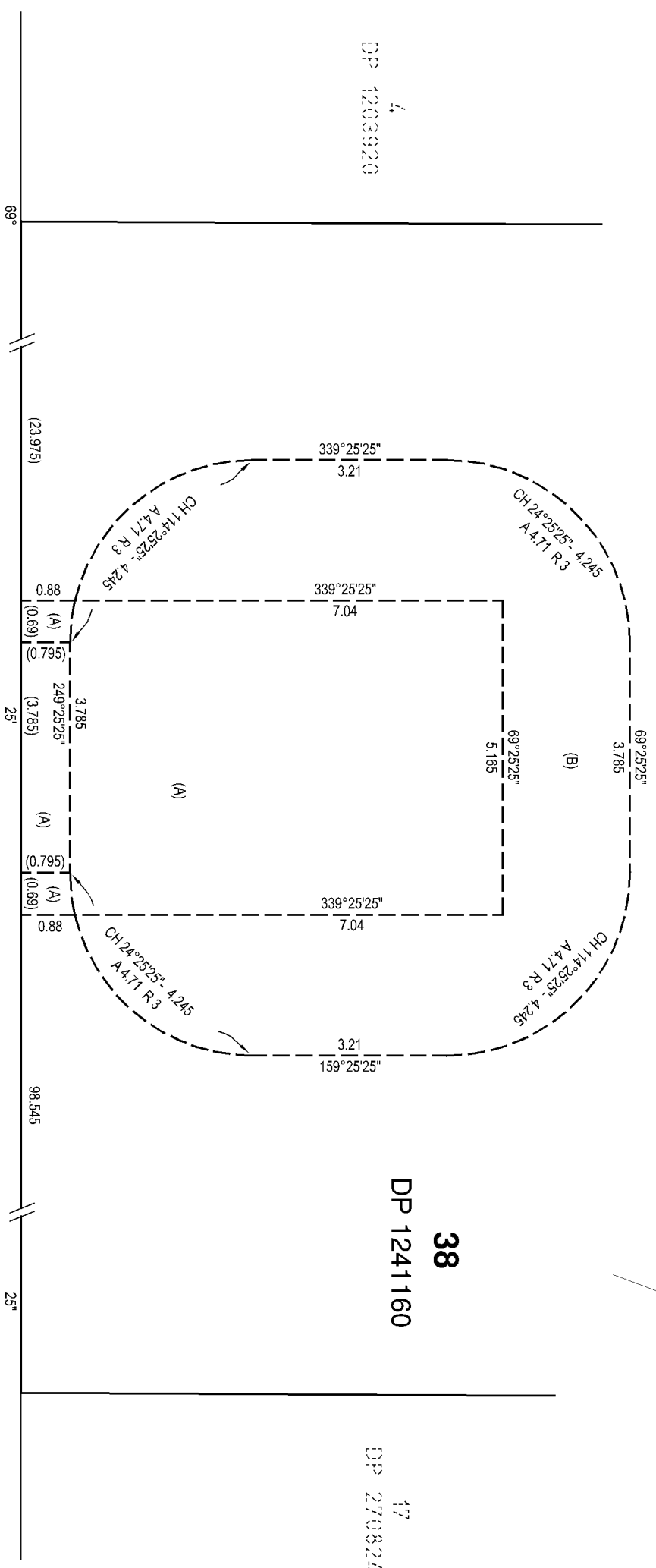
ANDREW LYALL

Print name of Witness

242 Pitt Street
 Sydney NSW 2000
 Address of Witness

Surveyor's Reference: 6913

(A) EASEMENT FOR PADMOUNT SUBSTATION 5.165 WIDE
 (B) RESTRICTION ON THE USE OF LAND



Surveyor: MATTHEW PLOWMAN
 Date of Survey: 01/03/2018
 Surveyor's Ref: 6913

**PLAN OF EASEMENT AND RESTRICTION WITHIN LOT 38
 IN DP1241160**


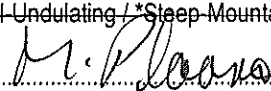
L.G.A.: THE HILLS SHIRE
 Locality: KELLYVILLE
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:75

Registered
 21.06.2018


DP1243884

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

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  21.06.2018 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1243884</h1>	
PLAN OF EASEMENT AND RESTRICTION WITHIN LOT 38 IN DP1241160	LGA: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, MATTHEW PLOWMAN of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on, or *(b) The part of the land shown in the plan (*being* excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: 01/03/2018 Surveyor Identification No: 5915 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP 1241160	<p style="text-align: center;">Subdivision Certificate</p> I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	
Surveyor's Reference: 6913	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

<p>Registered:  21.06.2018</p> <p>PLAN OF EASEMENT AND RESTRICTION WITHIN LOT 38 IN DP 1241160</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1243884</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED,
IT IS INTENDED TO CREATE:-

- 1) EASEMENT FOR PADMOUNT SUBSTATION 5.165 WIDE (A)
- 2) RESTRICTION ON THE USE OF LAND (B)

EXECUTED by)
Boill (Aust) Pty Ltd)
ACN 603 143 406)
in accordance with s127 of)
the Corporations Act 2001)

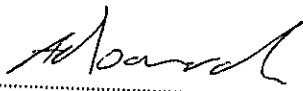

.....
Jian Huang
Sole Director/Secretary

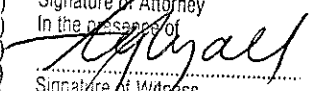
PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

<p>Registered:  21.06.2018</p> <p>PLAN OF EASEMENT AND RESTRICTION WITHIN LOT 38 IN DP 1241160</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p>Office Use Only</p> <p style="font-size: 2em; font-weight: bold;">DP1243884</p> <p>Office Use Only</p>
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

Consent of Mortgagee

Executed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 005 057 622
 under Power of Attorney dated 13th November 2002
 and registered in New South Wales
 Book: 4376 Folio: 410 by
ANDREW BOARD
 who certifies that he/she is a
 Senior Manager/Manager
 and that he/she has not received
 notice of revocation of that Power.



.....
 Signature of Attorney
 In the presence of

 Signature of Witness
ANDREW LYALL
 Print name of Witness
 242 Pitt Street
 Sydney NSW 2000
 Address of Witness

EXECUTED by)
 Nanhai Investment Holding)
 Limited)
 ACN)
 in accordance with s127 of)
 the Corporations Act 2001)
 Director



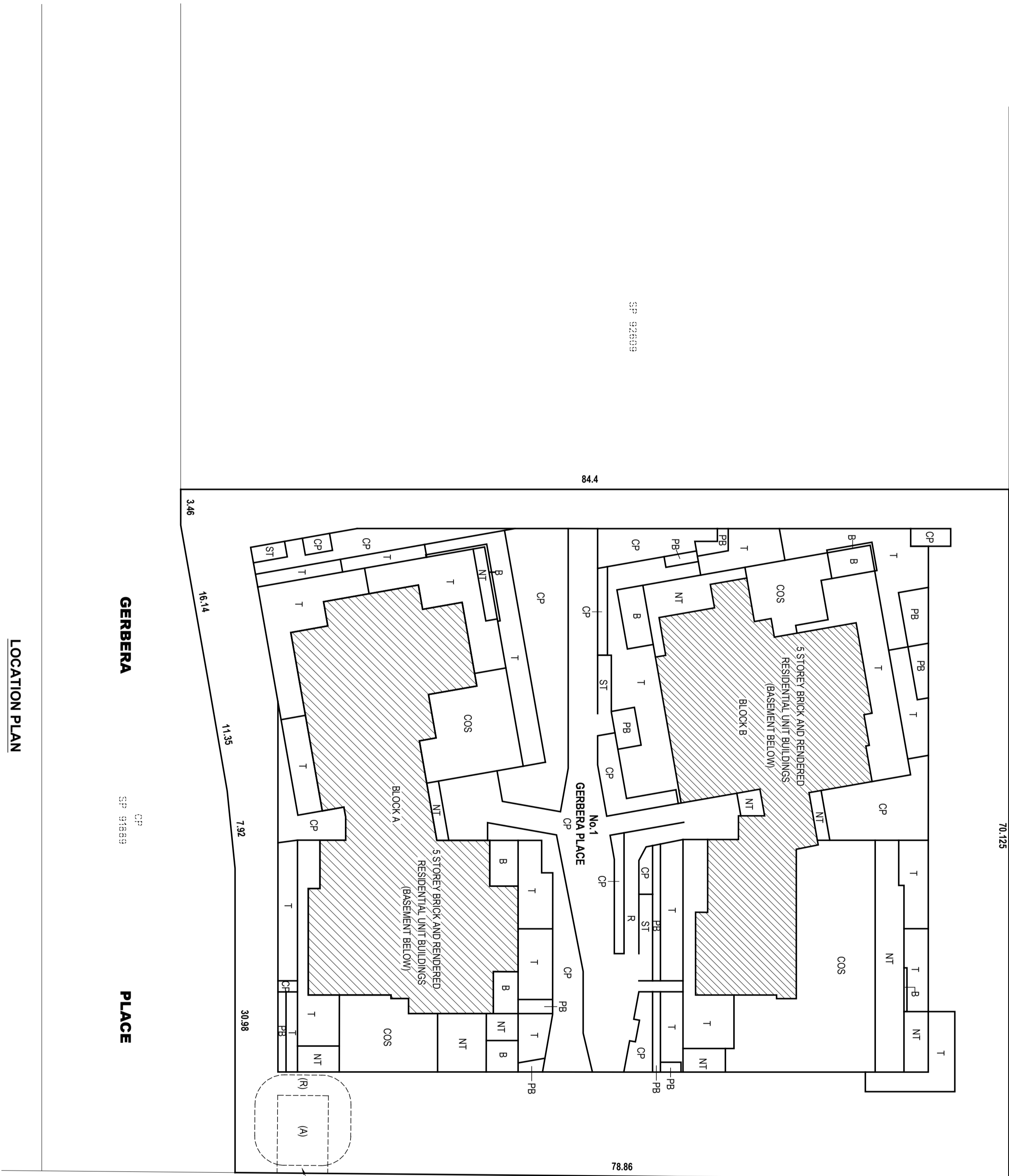
.....
 (Signature)

 (Print Name)
 Director



.....
 (Signature)

 (Print Name)
 Director or Secretary



LOCATION PLAN

GERBERA

PLACE

BALMORAL ROAD

CP	COMMON PROPERTY
B	BALCONY
COS	COMMON OPEN SPACE (CP)
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
R	RAMP (CP)
ST	STAIRS (CP)
T	TERRACE

(A) EASEMENT FOR PADMOUNT SUBSTATION 5.165 WIDE (DP1243884)
 (R) RESTRICTION ON THE USE OF LAND (DP1243884)

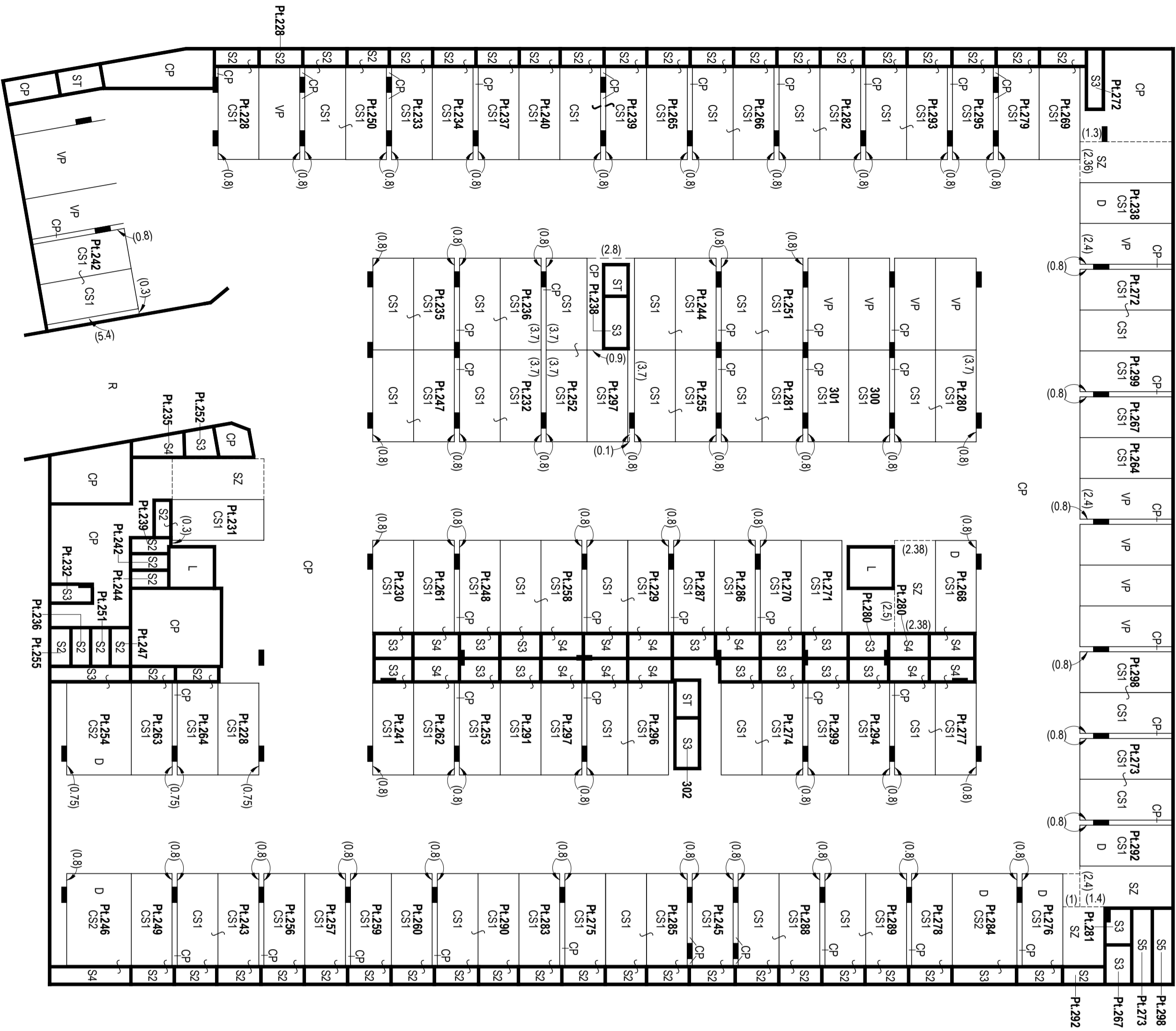
Surveyor:
 MATTHEW PLOWMAN
 Date: 5/12/2022
 Surveyor's Ref: 6913

PLAN OF SUBDIVISION OF LOT 76 IN SP91889

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

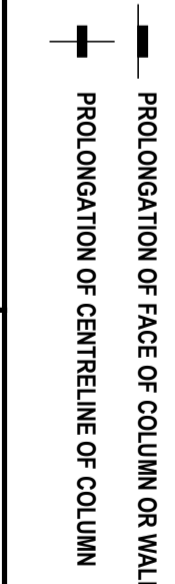
REGISTERED
 22/12/2022

SP92610




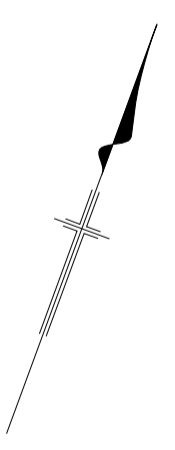
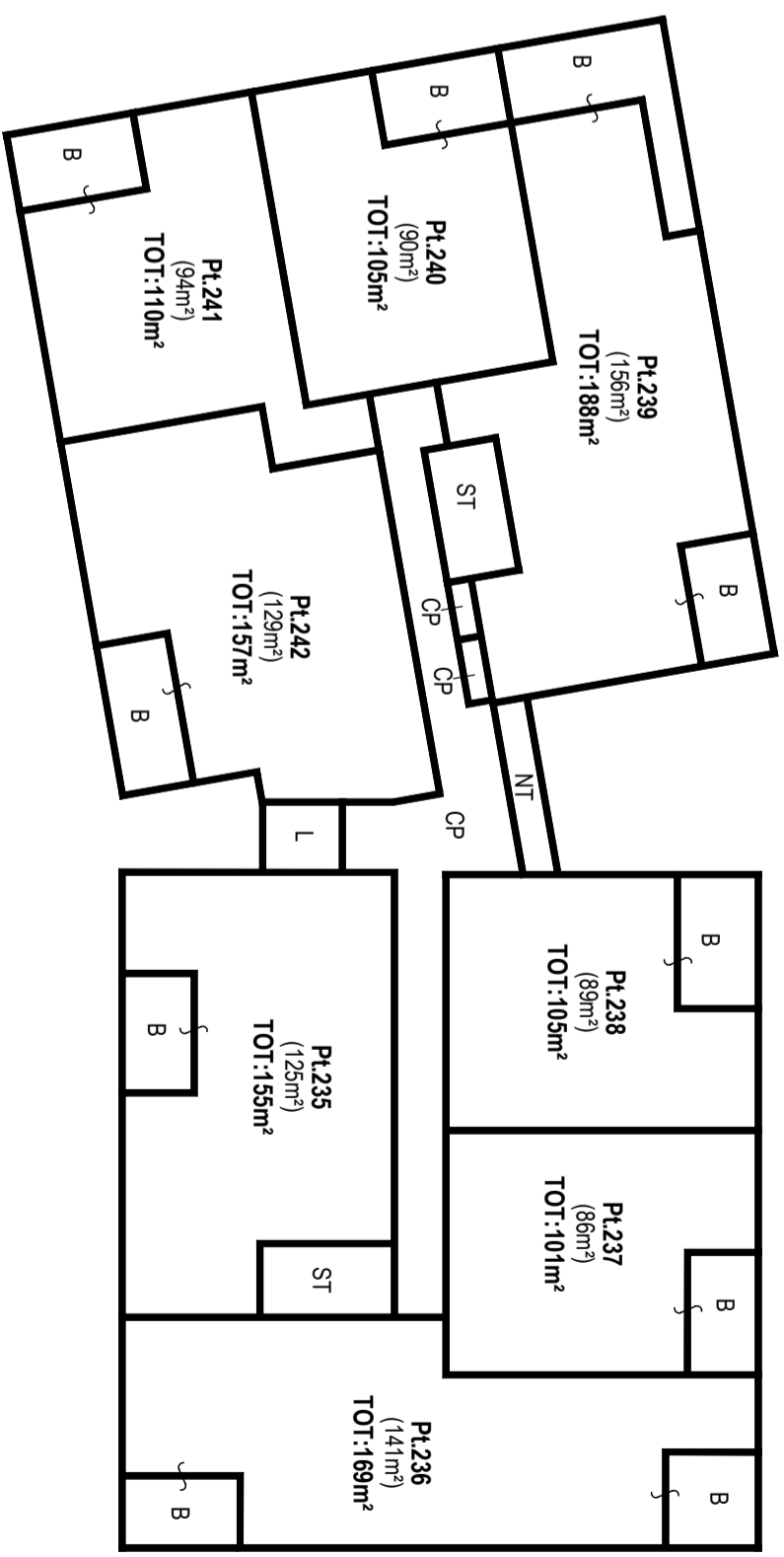
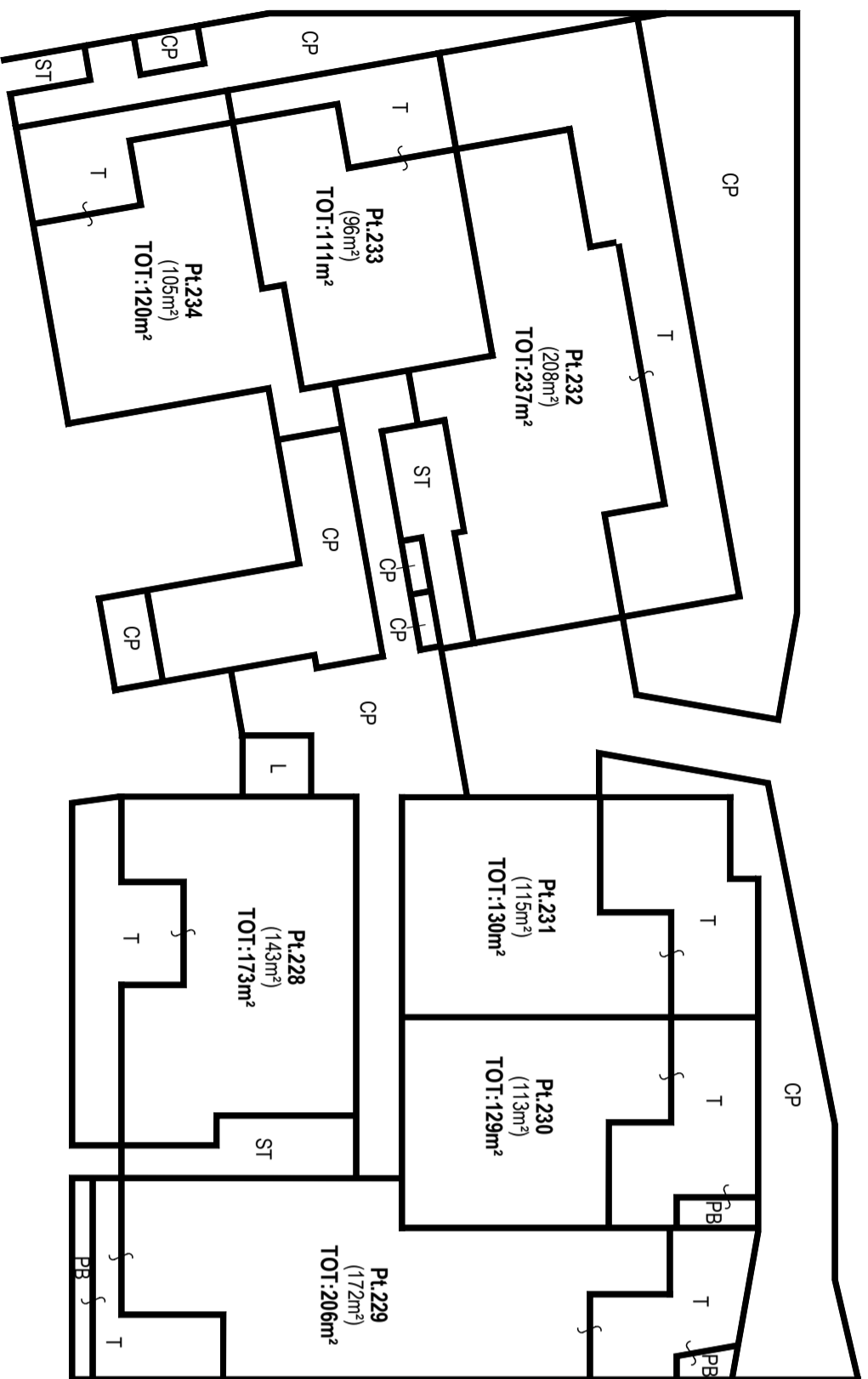
NOTES:-
REFER TO CAR SPACE AREA SCHEDULE FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
REFER TO STORAGE AREA SCHEDULE FOR AREAS
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
ALL ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STATIA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

BASEMENT



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

Surveyor: MATTHEW FLOWMAN Date: 5/12/2022 Surveyor's Ref: 6913	PLAN OF SUBDIVISION OF LOT 76 IN SP91889	L G A: THE HILLS SHIRE Locality: KELLYVILLE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  22/12/2022	SP92610
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NOTES:-
THE STRATUM OF EACH TERRACE, BALCONY AND PLANTER IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITH THIS LIMIT

THE WATERPROOFING MEMBRANE IS COMMON PROPERTY
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

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

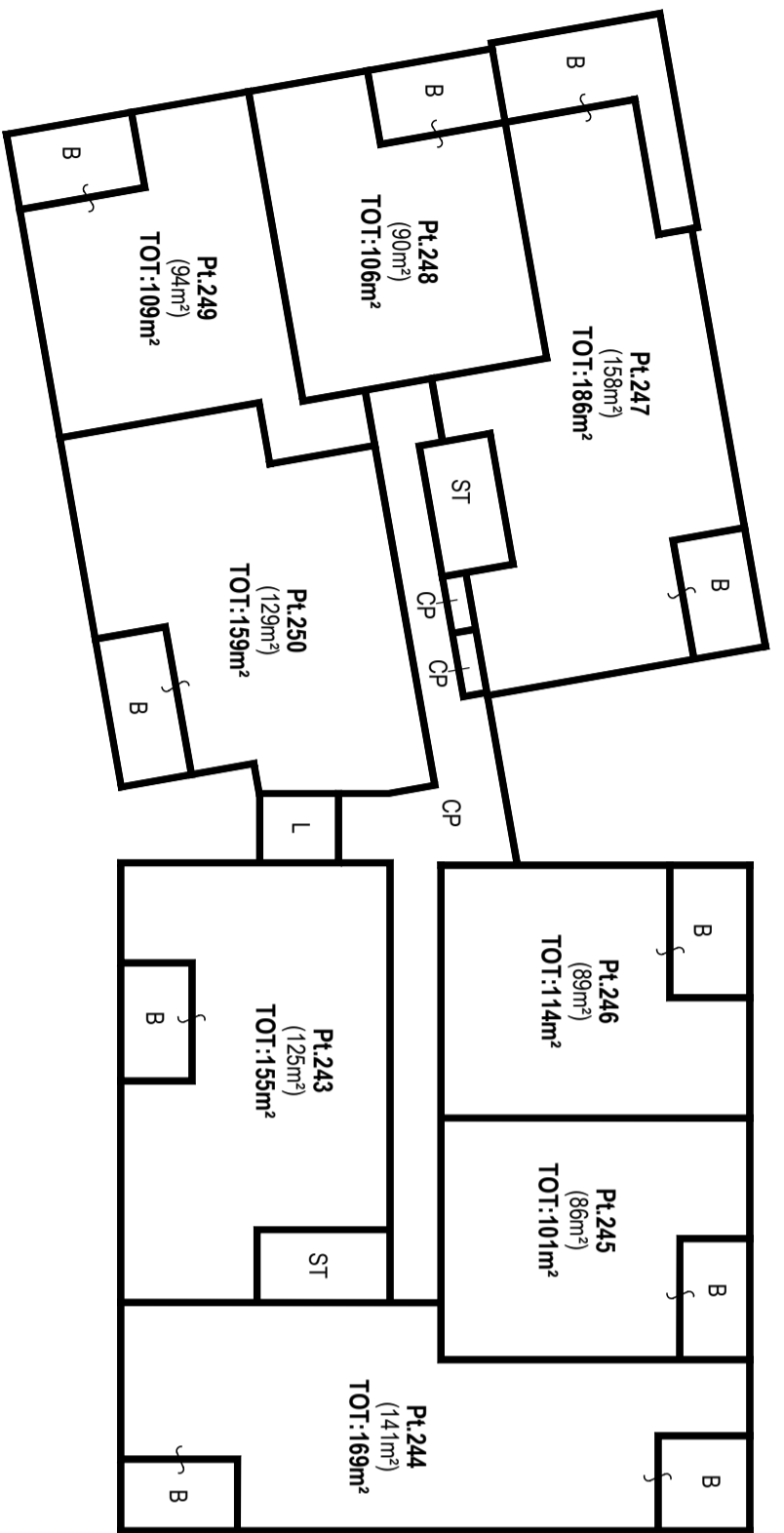
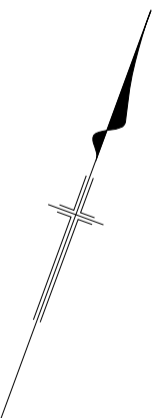
Surveyor:
MATTHEW PLOWMAN
Date: 5/12/2022
Surveyor's Ref: 6913

PLAN OF SUBDIVISION OF LOT 76 IN SP91889

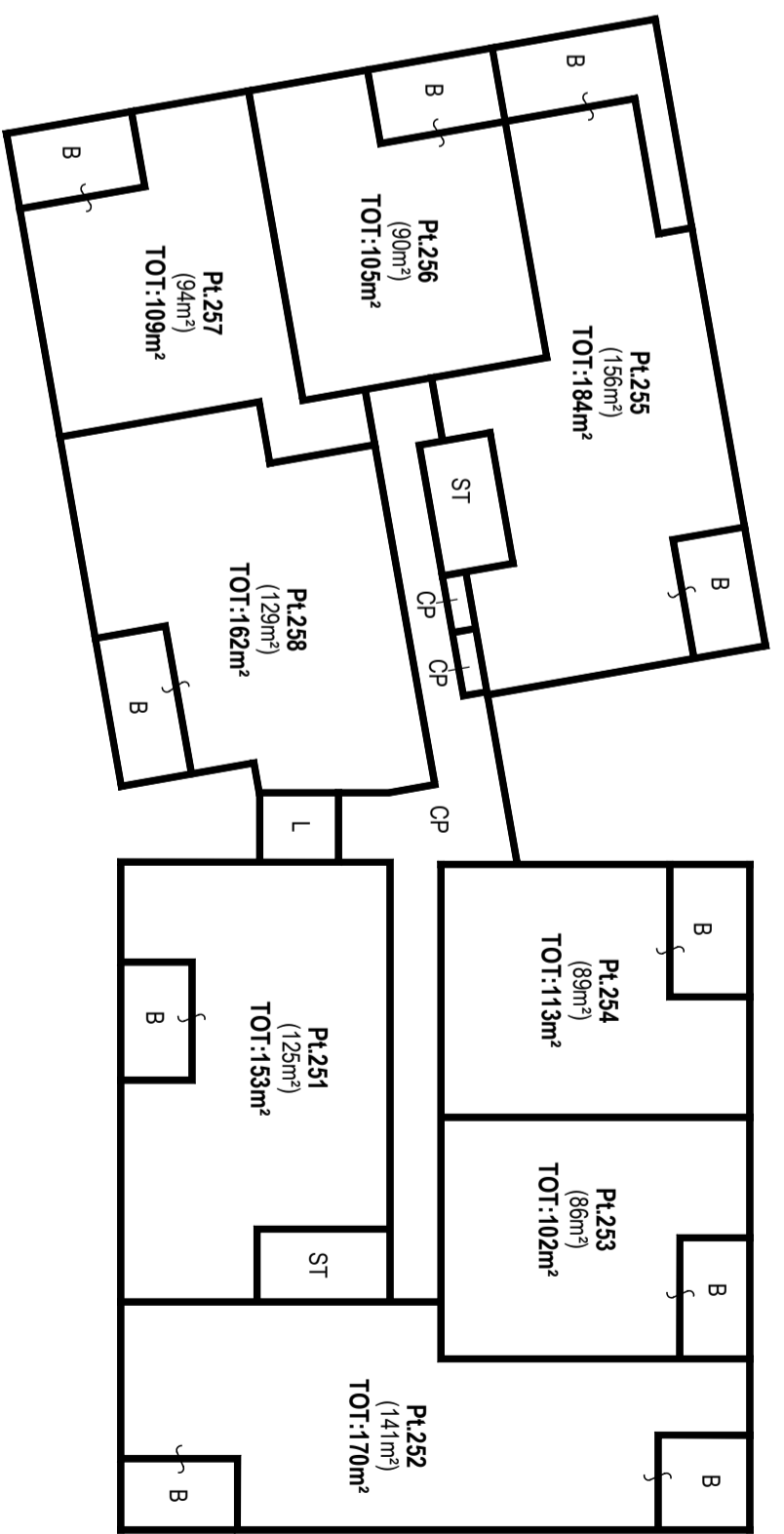
L G A: THE HILLS SHIRE
Locality: KELLYVILLE
Reduction Ratio: 1:250
Lengths are in metres.

REGISTERED
22/12/2022

SP92610



**LEVEL 2
BLOCK A**

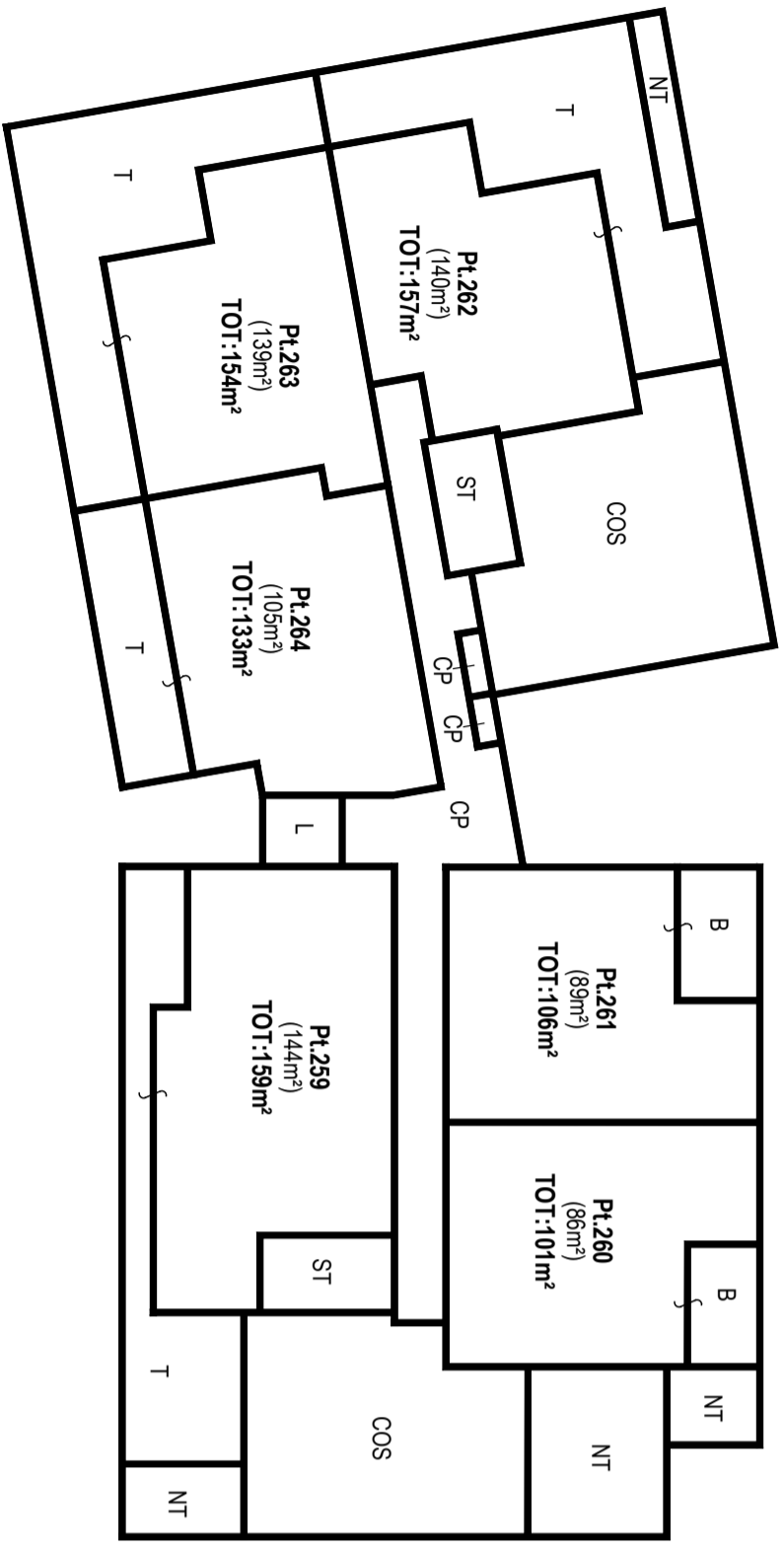
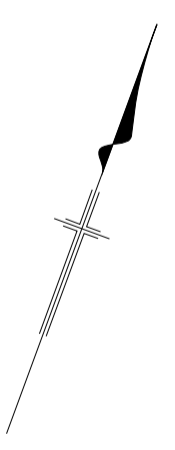


**LEVEL 3
BLOCK A**

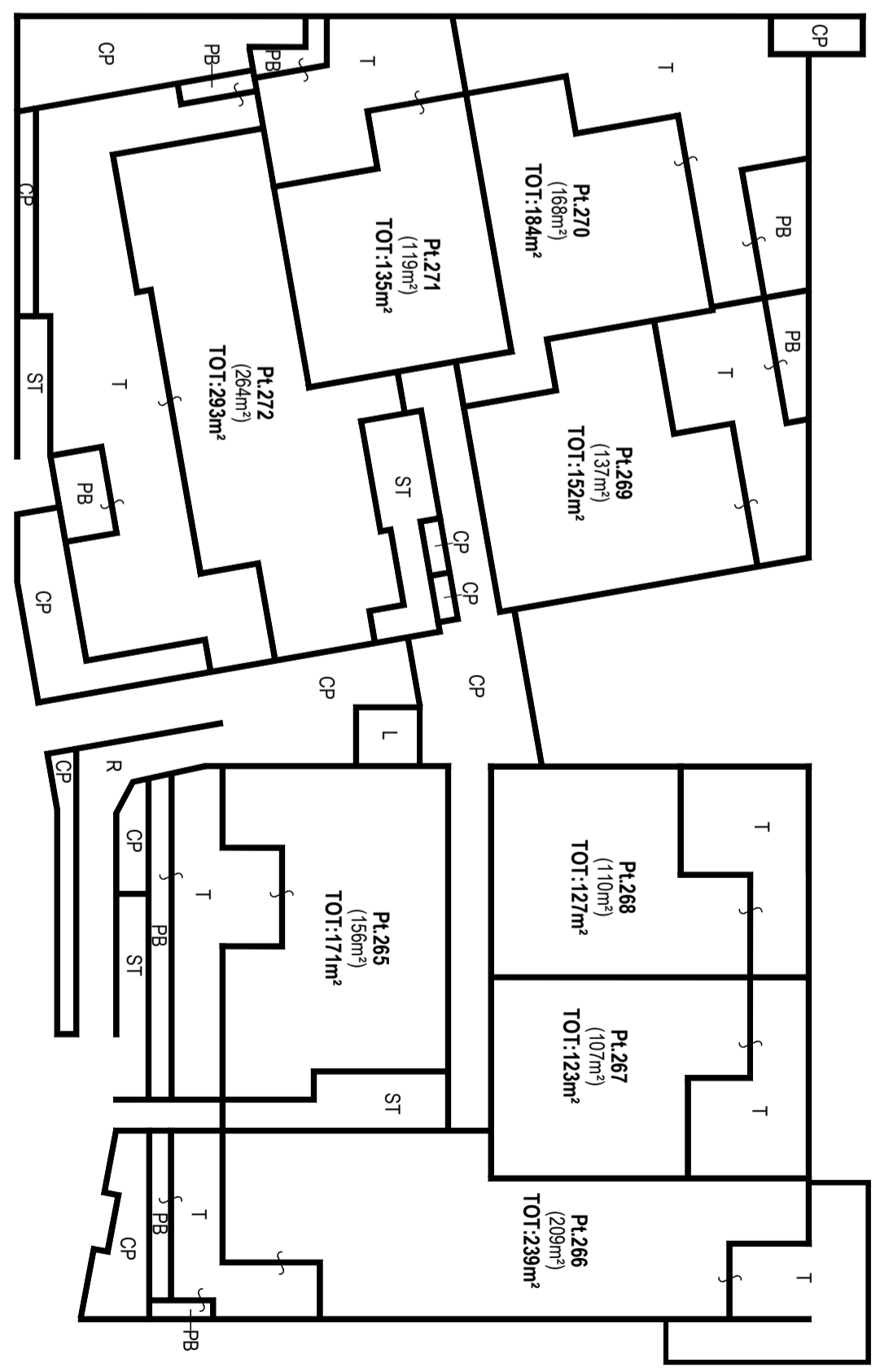
NOTES:-
 THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 THE WATERPROOFING MEMBRANE IS COMMON PROPERTY
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

Surveyor: MATTHEW PLOWMAN Date: 5/12/2022 Surveyor's Ref: 6913	PLAN OF SUBDIVISION OF LOT 76 IN SP91889	L G A: THE HILLS SHIRE Locality: KELLYVILLE Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 22/12/2022	SP92610
--	---	--	--------------------------	----------------



**LEVEL 4
BLOCK A**



**GROUND FLOOR
BLOCK B**

CP	COMMON PROPERTY
B	BALCONY
COS	COMMON OPEN SPACE (CP)
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
R	RAMP (CP)
ST	STAIRS (CP)
T	TERRACE

— PROLONGATION OF FACE OF COLUMN OR WALL
 ⊥ RIGHT ANGLE

NOTES:-
 THE STRATUM OF EACH TERRACE, BALCONY AND PLANTER IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITH THIS LIMIT
 THE WATERPROOFING MEMBRANE IS COMMON PROPERTY
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

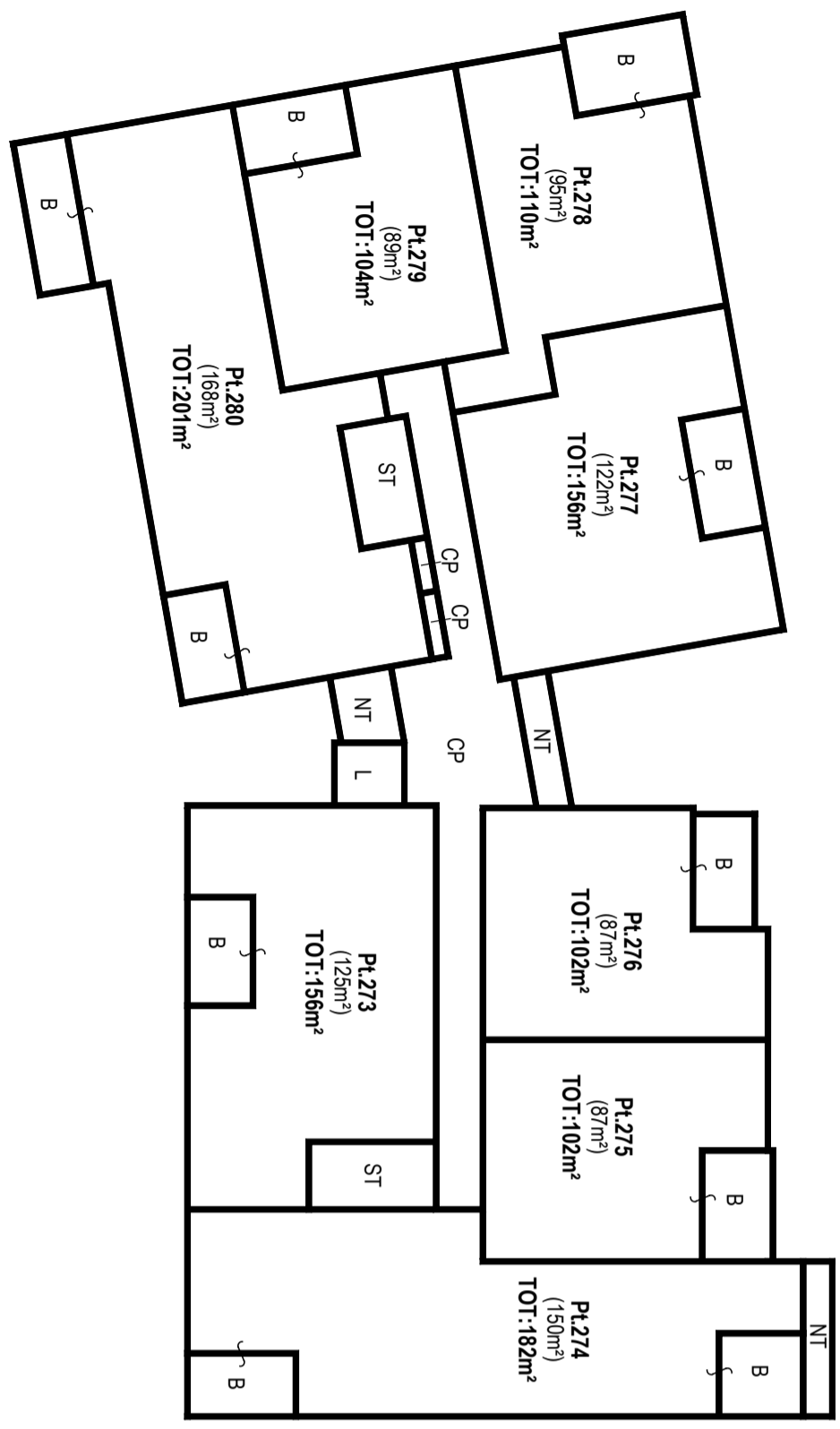
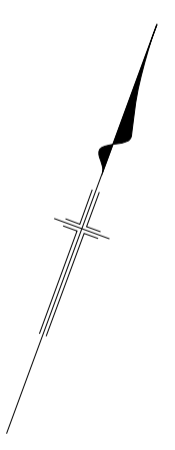
Surveyor:
MATTHEW PLOWMAN
 Date: 5/12/2022
 Surveyor's Ref: 6913

PLAN OF SUBDIVISION OF LOT 76 IN SP91889

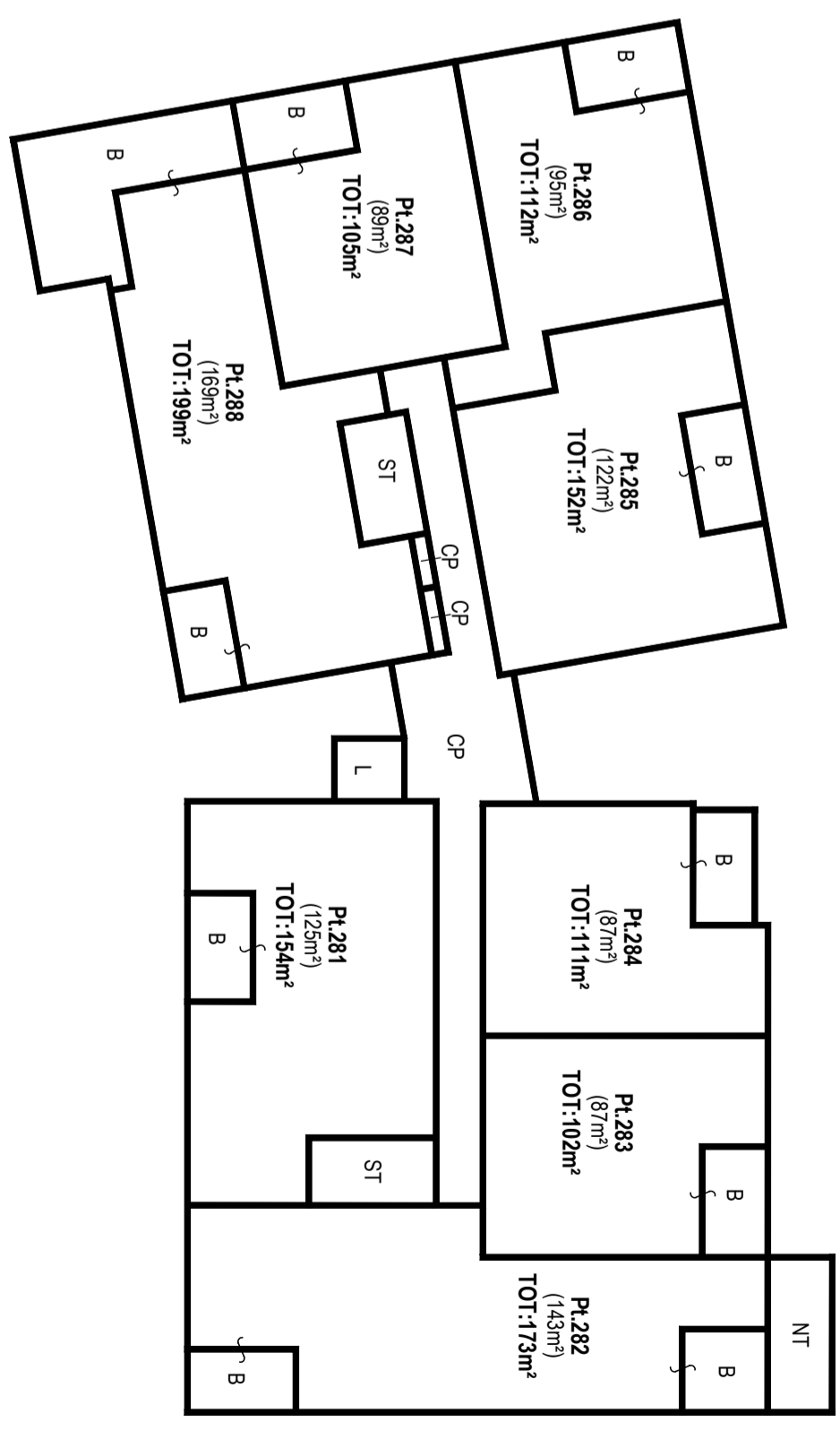
L G A: THE HILLS SHIRE
 Locality: KELLYVILLE
 Reduction Ratio: 1:250
 Lengths are in metres.

REGISTERED
 22/12/2022

SP92610



**LEVEL 1
BLOCK B**



**LEVEL 2
BLOCK B**

NOTES:-
 THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITH THIS LIMIT
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

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

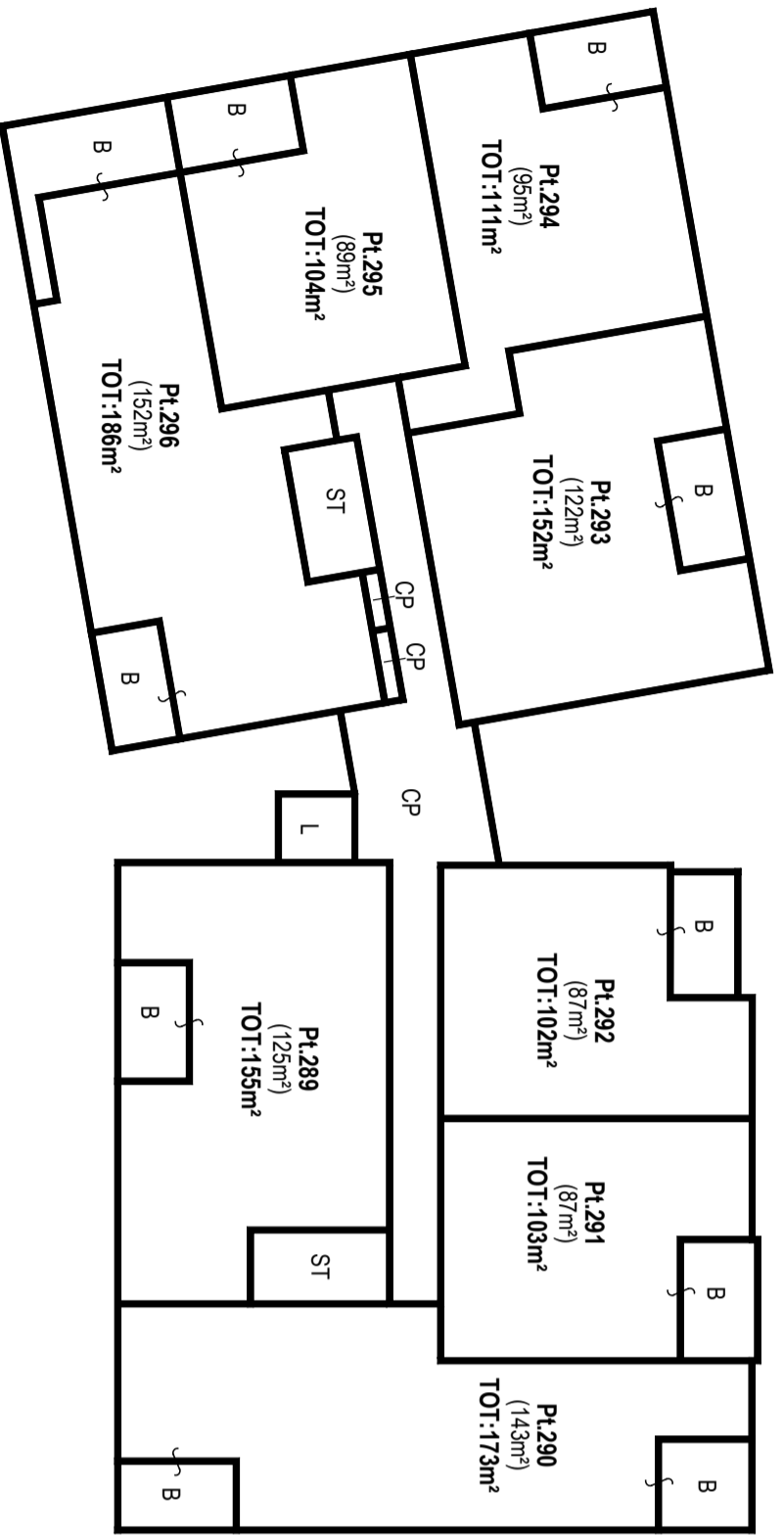
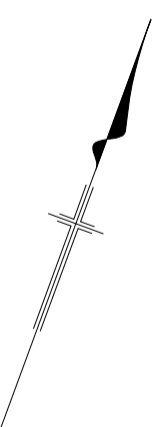
Surveyor:
MATTHEW PLOWMAN
 Date: 5/12/2022
 Surveyor's Ref: 6913

PLAN OF SUBDIVISION OF LOT 76 IN SP91889

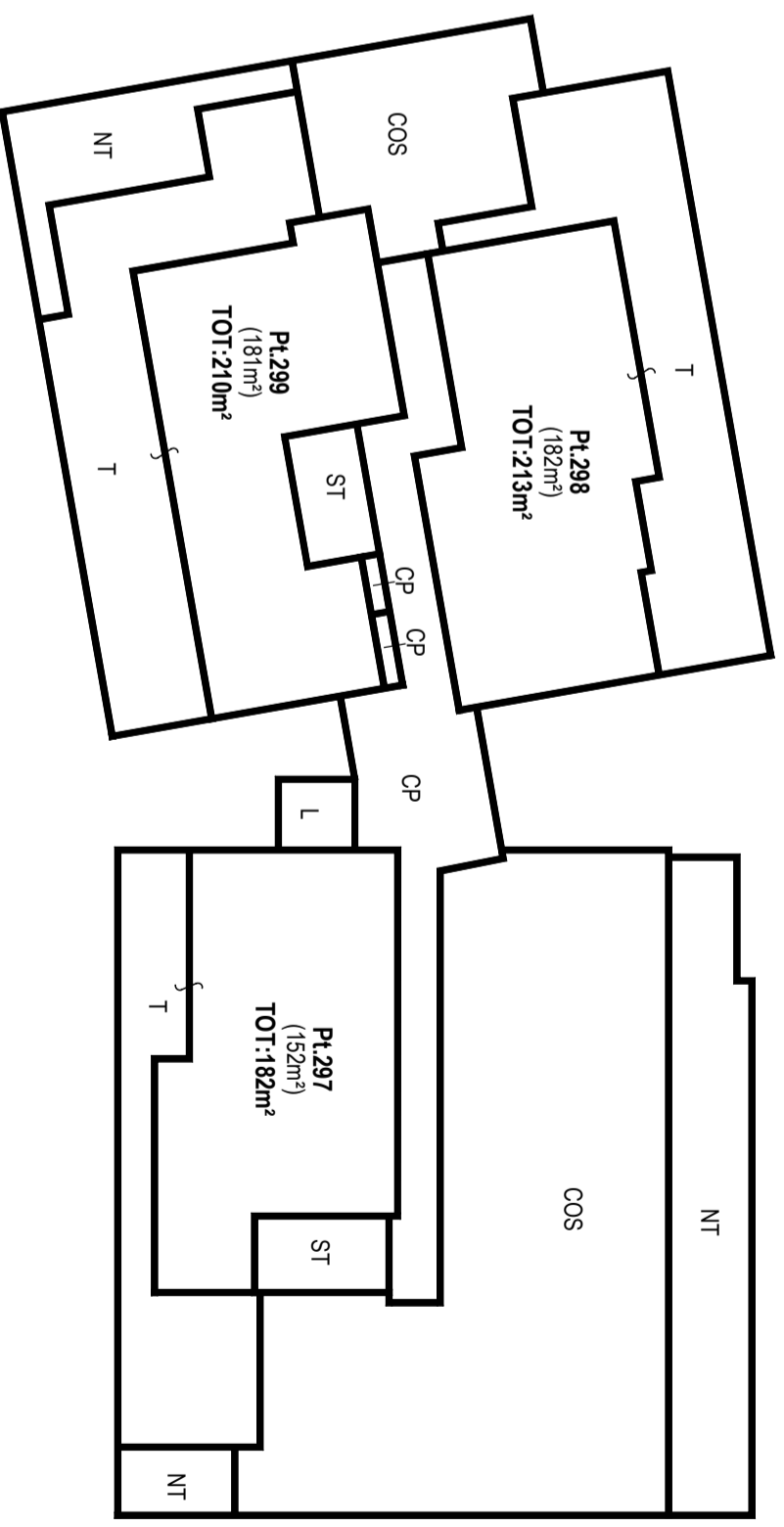
L G A: THE HILLS SHIRE
 Locality: KELLYVILLE
 Reduction Ratio: 1:250
 Lengths are in metres.

REGISTERED
 22/12/2022

SP92610



**LEVEL 3
BLOCK B**



**LEVEL 4
BLOCK B**

NOTES:-
THE STRATUM OF EACH TERRACE AND BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY ACT 2015

THE WATERPROOFING MEMBRANE IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
COS	COMMON OPEN SPACE (CP)
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)
T	TERRACE

Surveyor:
MATTHEW PLOWMAN
Date: 5/12/2022
Surveyor's Ref: 6913


PLAN OF SUBDIVISION OF LOT 76 IN SP91889

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

REGISTERED
22/12/2022



SP92610

SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheets
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Office Use Only Registered:  22/12/2022	Office Use Only <h1 style="margin: 0;">SP92610</h1>
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STRATA PLAN OF SUBDIVISION OF: LOT 76 IN SP91889	LGA: THE HILLS SHIRE Locality: KELLYVILLE Parish: CASTLE HILL County: CUMBERLAND
--	---

This is a FREEHOLD Strata Scheme

<p style="text-align: center;">Surveyor's Certificate</p> <p>I, MATTHEW PLOWMAN of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature: </p> <p>Date: 5 December 2022</p> <p>Surveyor ID: 5915</p> <p>Surveyor's Reference: 6913</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> <p>I, IAN BAKER being a Registered Certifier, Registration number BDC0017, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: 17/SC34/22</p> <p>Relevant Planning Approval No.: 17/CDC19/18</p> <p>issued by: IAN BAKER</p> <p>Signature: </p> <p>Date: 12 December 2022</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>
---	--

* Strike through if inapplicable

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheets
Registered:  22/12/2022	Office Use Only	Office Use Only
		SP92610

VALUER'S CERTIFICATE

I, *Anthony Dundovic of Jones Lang LaSalle Advisory Services Pty Ltd

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

Professional Body: Australian Property Institute

Class of membership: Associate

Membership number: 69119

certify that the unit entitlements shown in the schedule herewith were apportioned on 12 December 2022 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: 


Date 14 December 2022

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT
228	35	247	41	266	43	285	38
229	40	248	29	267	29	286	30
230	29	249	30	268	29	287	29
231	29	250	38	269	34	288	41
232	42	251	38	270	31	289	38
233	29	252	41	271	30	290	41
234	30	253	29	272	45	291	29
235	37	254	30	273	37	292	30
236	40	255	41	274	42	293	39
237	29	256	30	275	29	294	30
238	29	257	30	276	29	295	30
239	41	258	38	277	38	296	41
240	29	259	36	278	29	297	37
241	29	260	29	279	29	298	40
242	37	261	30	280	43	299	37
243	38	262	31	281	38	300	1
244	40	263	31	282	40	301	1
245	29	264	32	283	29	302	1
246	29	265	35	284	29	TOTAL	2,466

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheets
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Office Use Only	Office Use Only
Registered:  22/12/2022	SP92610


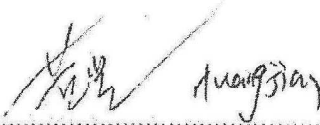
This sheet is for the provision of the following information as required:

- 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

No 1 GERBERA PLACE, KELLYVILLE NSW 2155

LOT NO	SUB-ADDRESS	LOT NO	SUB-ADDRESS	LOT NO	SUB-ADDRESS	LOT NO	SUB-ADDRESS
228	G47	247	254	266	G55	285	262
229	G48	248	255	267	G56	286	263
230	G49	249	256	268	G57	287	264
231	G50	250	257	269	G58	288	265
232	G51	251	350	270	G59	289	358
233	G52	252	351	271	G60	290	359
234	G53	253	352	272	G61	291	360
235	150	254	353	273	158	292	361
236	151	255	354	274	159	293	362
237	152	256	355	275	160	294	363
238	153	257	356	276	161	295	364
239	154	258	357	277	162	296	365
240	155	259	430	278	163	297	436
241	156	260	431	279	164	298	437
242	157	261	432	280	165	299	438
243	250	262	433	281	258	300	N/A
244	251	263	434	282	259	301	N/A
245	252	264	435	283	260	302	N/A
246	253	265	G54	284	261		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheets
Office Use Only Registered:  22/12/2022		Office Use Only SP92610
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• 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 <i>Conveyancing Act 1919</i>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
EXECUTED by BOILL (AUST) PTY LTD ACN 603 143 406 in accordance with s127 of the Corporations Act 2001		 ----- Jian Huang Sole Director/Secretary
Surveyor's Reference: 6913		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheets
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Office Use Only	Office Use Only
Registered:  22/12/2022	SP92610

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*

Consent of Mortgagee

Mortgagee under Mortgage No. AR 327896
Signed at Sydney this 20 day of December
2022 for National Australia Bank Limited ABN 12 004 044 937
by Helen Yin its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney [Signature]
Witness Signature [Signature]
Witness Name Xinuo Zhou
Witness Address 2 Carrington Street

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

Lengths are in metres

(Sheet 1 of 3 sheets)

Plan: **DP1241160**

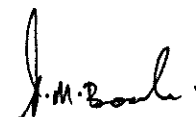
Plan of subdivision of Lot 38 in D.P. 10702
covered by Subdivision Certificate No. 11562, 21.2.18

Full name and address of the
owner of the land:

Boill (Aust) Pty Ltd
Suite 7 Level 4, 377-383 Sussex Street
SYDNEY NSW 2000

PART 1

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement to drain water 8 wide (A)	39	38



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

Lengths are in metres

(Sheet 2 of 3 sheets)

Plan: **DP1241160**

Plan of subdivision of Lot 38 in D.P. 10702
covered by Subdivision Certificate No. 11562, 21.2.18

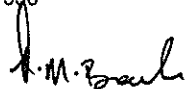
PART 2


EXECUTED by)
BOILL (AUST) PTY LTD)
ACN 603 143 406)
in accordance with s127 of)
the Corporations Act 2001)


.....
Jian Huang
Sole Director/Secretary

The Hills Shire Council by its authorised
delegate pursuant to s.377 Local Government
Act 1993

I certify that I am an eligible witness and that the
delegate signed in my presence


.....
Signature of Delegate


.....
Signature of Witness

ANDREW BROOKS
.....
Name of Delegate
**MANAGER - SUBDIVISION &
DEVELOPMENT CERTIFICATION**
.....
Position of Delegate

RACHEL BRAITHWAITE
.....
Name of Witness
**3 COLUMBIA COURT,
BAULKHAM HILLS**
.....
Address of Witness

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

Lengths are in metres

(Sheet 3 of 3 sheets)

Plan: **DP1241160**

Plan of subdivision of Lot 38 in D.P. 10702
covered by Subdivision Certificate No. 11562, 21.2.18

PART 2

Consent of mortgagee

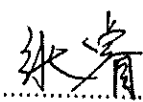
EXECUTED by
Nanhai Investment Holding
Limited
ACN
in accordance with s127 of
the Corporations Act 2001



(Signature)

王 山 田 松 Wang xiusong

(Print Name)
Director

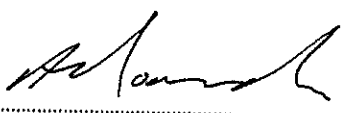


(Signature)

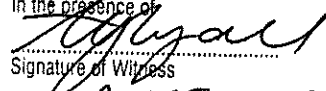
张 睿 Zhang Rui

(Print Name)
Director or Secretary

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by
ANDREW BOARD
who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.



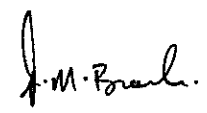
Signature of Attorney
In the presence of



Signature of Witness

ANDREW WALL

Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness



ePlan

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

(Sheet 1 of ~~4~~ sheets)
5

Plan: DP1243884

Plan of Easement and Restriction within
Lot 38 in DP1241160

Full Name and Address of the Registered
Proprietor of the Land:

Boill (Aust) Pty Ltd
(ACN 603 143 406)
Suite 7 Level 4, 377-383 Sussex Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Padmount Substation 5.165 wide (A)	Lot 38 DP1241160	Epsilon Distribution Ministerial Holding Corporation
2.	Restriction on the Use of Land (B)	Lot 38 DP1241160	Epsilon Distribution Ministerial Holding Corporation

APPROVED BY EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

.....

ePlan

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

(Sheet 2 of 5 sheets)

Plan: DP1243884

Plan of Easement and Restriction within
Lot 38 in DP1241160

PART 2 (Terms)

1. Terms of Easement for Padmount Substation 5.165 wide (A) numbered 1 in the plan

The terms set out in memorandum number AK104621, are incorporated in this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

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

2. Terms of Restriction on the Use of Land (B) numbered 2 in the plan

1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the prescribed authority with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which

APPROVED BY EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

.....

ePlan

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

(Sheet 3 of 5 sheets)

Plan: DP1243884

Plan of Easement and Restriction within
Lot 38 in DP1241160

may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

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

APPROVED BY EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

.....

ePlan

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

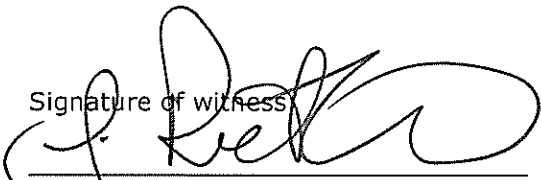
(Sheet 4 of 5 sheets)

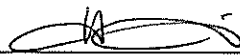
Plan: DP1243884

Plan of Easement and Restriction within
Lot 38 in DP1241160

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

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

Signature of witness


Signature of attorney:


Name of witness:
GEOFFREY RIETHMULLER

Name and position of attorney:
Helen Smith
Manager Property & Fleet

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

Power of attorney:
Book ~~4727~~ No ~~524~~ **883**
4734

Signing on behalf of:
Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:
UML 7379

Date of signature:
12 March 2018.

APPROVED BY EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

.....

W

W

ePlan

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

(Sheet 5 of 5 sheets)

Plan: DP1243884

Plan of Easement and Restriction within
Lot 38 in DP1241160

EXECUTED by)
Boill (Aust) Pty Ltd)
ACN 603 143 406)
in accordance with s127 of)
the Corporations Act 2001)

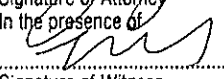


.....
Jian Huang
Sole Director/Secretary

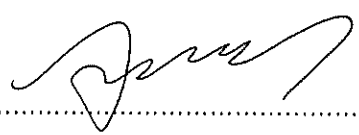
Consent of mortgagee

Executed for and on behalf of)
Australia and New Zealand Banking Group Limited)
ABN 11 005 357 522)
under Power of Attorney dated 18th November 2002)
and registered in New South Wales)
Book: 4376 Folio: 410 by)
ANDREW LYALL)
who certifies that he/she is a)
Senior Manager/Manager)
and that he/she has not received)
notice of revocation of that Power.)



.....
Signature of Attorney
In the presence of)
)
.....
Signature of Witness)
KEVIN SONG)
.....
Print name of Witness)
242 Pitt Street)
Sydney NSW 2000)
Address of Witness)

EXECUTED by)
Nanhai Investment Holding)
Limited)
ACN)
in accordance with s127 of)
the Corporations Act 2001)



(Signature)

王山由松 WANG XIUSONG

(Print Name)

Director



(Signature)

张睿 ZHANG RUI

(Print Name)

Director or Secretary

APPROVED BY EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION



INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 1 of 9 sheets)

Plan: **SP91889**

Plan of subdivision of Lot 38 in DP 1241160 covered by Strata Certificate No.17/SC12/18

Full name and address of the owner of the land:

Boill (Aust) Pty Ltd
Suite 7 Level 4, 377-383 Sussex Street
SYDNEY NSW 2000

PART 1

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Restriction on the Use of Land	Each Lot and Common Property	The Hills Shire Council
2	Positive Covenant	Each Lot and Common Property	The Hills Shire Council
3	Positive Covenant	Each Lot and Common Property	The Hills Shire Council
4	Restriction on the Use of Land	Each Lot and Common Property	The Hills Shire Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 2 of 9 sheets)

Plan: **SP91889**

Plan of subdivision of Lot 38 in D.P. 1241160
covered by Strata Certificate No.17/SC12/18

PART 2

Item 1. Terms of restriction numbered 1 in the plan

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

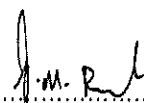
The expression "stormwater treatment measures/ water sensitive urban design elements" means the infiltration systems, porous pavement, sediment basins, bioretention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands,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

The stormwater treatment measures/ water sensitive urban design elements is detailed on the plans approved by The Hills Shire Council as Construction Certificate Ref 32/2018/EC dated 14/11/2017.

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

Item 2. Terms of positive covenant numbered 2 in the plan

1. The registered proprietor(s) covenant as follows with the Council benefited in respect to the stormwater treatment measures/ water sensitive urban design elements constructed and/or installed on the lot(s), that they will:
 - a. Keep the stormwater treatment measures/ water sensitive urban design elements clean and free from silt, rubbish and debris;
 - b. Maintain and repair the stormwater treatment measures/ water sensitive urban design elements at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturers recommended requirements and/ or the "maintenance and procedures operational plan" as approved by The Hills Shire Council as Construction Certificate Ref 32/2018/EC dated 14/11/2017. A copy of this Construction Certificate is held at Council Ref 1121/2014/JP. A copy of this plan is available to all owners and occupiers of the lot(s).



.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 3 of 9 sheets)

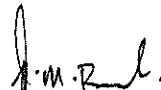
Plan: **SP91889**

Plan of subdivision of Lot 38 in D.P. 1241160
covered by Strata Certificate No.17/5412/18

PART 2

- c. For the purposes of ensuring observance of this covenant, permit the Council to enter the land and inspect the condition of the stormwater treatment measures/water sensitive urban design elements and the state of construction, maintenance or repair of the stormwater treatment measures/water sensitive urban design elements, for compliance with the requirements of this covenant.
 - d. Notify Council after each programmed maintenance inspection.
 - e. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the stormwater treatment measures/ water sensitive urban design elements and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.
2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- a. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and
 - b. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers under subparagraph (a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 4 of 9 sheets)

Plan: **SP91889**

Plan of subdivision of Lot 38 in D.P. 1241160
covered by Strata Certificate No.17/SC12/18

PART 2

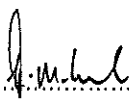
Name of Authority having the power to release, vary or modify the positive covenant is The Hills Shire Council

Item 3. Terms of positive covenant numbered 3 in the plan

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

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

2. The registered proprietor(s) covenant as follows with the Council benefited in respect to the stormwater treatment measures/ water sensitive urban design elements constructed and/or installed on the lot(s), that they will:
 - a. Keep the stormwater treatment measures/ water sensitive urban design elements clean and free from silt, rubbish and debris;
 - b. Maintain and repair the stormwater treatment measures/ water sensitive urban design elements at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturers recommended requirements and/ or the "maintenance and procedures operational plan" as approved by McKenzie Group Consulting (NSW) Pty Ltd as Construction Certificate Ref 16/123890-1 dated 30/11/16. A copy of this Construction Certificate is held at Council Ref 1121/2014/JP. A copy of this plan is available to all owners and occupiers of the lot(s).

.....

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

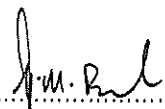
(Sheet 5 of 9 sheets)

Plan: **SP91889**

Plan of subdivision of Lot 38 in D.P. 1241160
covered by Strata Certificate No.177/SC12/18

PART 2

- c. For the purposes of ensuring observance of this covenant, permit the Council to enter the land and inspect the condition of the stormwater treatment measures/water sensitive urban design elements and the state of construction, maintenance or repair of the stormwater treatment measures/water sensitive urban design elements, for compliance with the requirements of this covenant.
 - d. Notify Council after each programmed maintenance inspection.
 - e. Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the stormwater treatment measures/ water sensitive urban design elements and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 is hereby agreed to be amended accordingly.
3. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
- a. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to above; and
 - b. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - i. Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.



.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 6 of 9 sheets)

Plan: **SP91889**

Plan of subdivision of Lot 38 in D.P. 1241160
covered by Strata Certificate No.17./562/18

PART 2

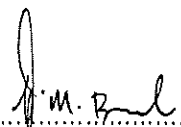
This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

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

Item 4. Terms of restriction numbered 4 in the plan

The registered proprietor shall not make or permit or suffer the making of any alterations for additions to the residential accommodation (including, but not limited to, individual units within a residential building flat or multi dwelling housing development) which is, or shall be, constructed on the lot(s) burdened that will result in the creation of additional bedrooms. The number of bedrooms within each dwelling/unit is shown on the plans/details approved by Land & Environment Court of NSW (Case 10656/2014) and as Development Consent DA 1121/2014/JP a copy of which is held at Council.

Name of Authority having the power to release vary or modify the restriction on use seventhly referred to is The Hills Shire Council.



.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 7 of 9 sheets)

Plan: **SP91889**

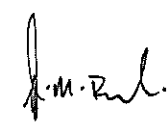
Plan of subdivision of Lot 38 in D.P. 1241160
covered by Strata Certificate No.17/SC12/18

PART 2



BOILL (AUST) PTY LTD)
ACN 603 143 406)
in accordance with s127 of)
the Corporations Act 2001)

.....
Jian Huang
Sole Director/Secretary



INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres

(Sheet 8 of 9 sheets)

Plan: **SP91889**

Plan of subdivision of Lot 38 in D.P. 1241160 covered by Strata Certificate No.(7).....sc12/18

PART 2

SIGNED BY THE HILLS SHIRE COUNCIL

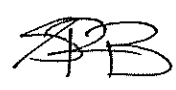
The Hills Shire Council by its authorised delegate pursuant to s.377 Local Government Act 1993

Name: **ANDREW BROOKS**

Signature: 

Position: **MANAGER - SUBDIVISION & DEVELOPMENT CERTIFICATION**

I certify that I am an eligible witness and that the delegate signed in my presence

Signature: 

Name: **RACHEL BRAITHWAITE**

Address: 3 Columbia Court, Baulkham Hills NSW 2153

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Lengths are in metres


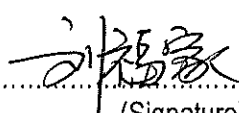

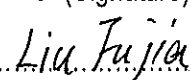
(Sheet 9 of 9 sheets)

Plan: **SP91889**



Plan of subdivision of Lot 38 in D.P. 1241160 covered by Strata Certificate No.17/SC12/18

PART 2

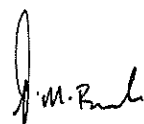
Consent of mortgagee

EXECUTED by)		
Nanhai Investment Holding Limited)	(Signature)	(Signature)
ACN)		
in accordance with s127 of the Corporations Act 2001)	Zhang Rui (Print Name) Director	Liu Fujia (Print Name) Director or Secretary


Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 10th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by
ANDREW BOARD
who certifies that he/she is a
Senior Manager Manager
and that he/she has not received
notice of revocation of that Power.


Signature of Attorney
In the presence of

Signature of Witness
ANDREW LYALL
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

REGISTERED		4.7.2018
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ePlan

Approved Form 8	Strata Development Contract	Sheet 1 of 19 sheets
Office use only Registered:  4.7.2018		Office use only SP91889

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 *Strata Schemes Development Act 2015*.

Strata Development Contract


Peony Place

Lot 38 in DP1241160

Strata Plan No SP91889

大成 DENTONS

77 Castlereagh Street
Sydney NSW 2000
Australia
T +61 2 9931 4999
F +61 2 9931 4888
Ref PYB 37417723

Approved Form 8	Strata Development Contract	Sheet 2 of 19 sheets
Registered:  4.7.2018	Office use only	Office use only SP91889

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 *Strata Schemes Development Act 2015*.

Description of Development

The development scheme as provided for in this Strata Development Contract will be completed over several stages. Stage 1 of the development:

- is illustrated in the accompanying strata plan;
- will be completed upon registration of the plan;
- contains lots 1 to 73;
- upon registration of Stage 1 it is intended to create development lot(s) 74, 75 and 76.

The development scheme as provided for in this Strata Development Contract will conclude on the date specified being

It is intended that each stage will contain warranted development, which the developer may be compelled to carry out, or authorised proposals, which the developer may not be compelled to carry out, as described in this Strata Development Contract.

~~1. *It is proposed to add land to the parcel at a later time, being *[add the title reference(s) for any land which is to added to the scheme]* which, when added, will become *[provide details in accordance with section 83(2)(b)(ii) Strata Schemes Development Act 2015]*~~


2. *The developer has the right to occupy the part of the common property described in order to carry out the proposed development

~~3. *The contract relates to the development of a part strata parcel and includes the part of the building and its site which is outside the part strata parcel being *[include a description as required by section 76(4) Strata Schemes Development Act 2015]*~~

*These items are optional and should only be included if they are relevant

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 *Strata Schemes Development Act 2015*.

- ~~1. **Description of Land**
Lot 38 in DP1241160.~~
- ~~2. **Description of any non-strata land that is to be developed along with the strata scheme**
None~~
- ~~3. **Description of any land proposed to be added to the Scheme**
None~~

Approved Form 8	Strata Development Contract	Sheet 3 of 19 sheets
Registered:  4.7.2018	Office use only	Office use only SP91889

4. Description of Development Lot or Lots

4.1 Development Lots 74, 75 and 76

This document contemplates the staged development of the strata scheme in the indicated numerical sequence of stages. The vendor discloses that the sequence of the stages of the development, the number of stages and the composition of stages may change from that indicated in this document.

5. Covenants implied in Strata Development Contracts by the Strata Schemes Development Act 2015

5.1 Warranted Development

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

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

5.2 Permission to carry out warranted development and authorised proposals


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

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

5.3 Owners Corporation expenses

The developer agrees with the Owners Corporation that the developer will pay the reasonable expenses incurred by the Owners Corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision; and

Approved Form 8	Strata Development Contract	Sheet 4 of 19 sheets
Registered:  4.7.2018	Office use only	Office use only SP91889

- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

5.4 Standard of development

The developer agrees with the other parties that:

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

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

5.5 Unauthorised use of the parcel

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

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

5.6 Restoration of common property

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

5.7 Restoration of development lot


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

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

The developer discloses that the developer may use part of Stages 1, 2, 3 or 4 of the strata scheme, as a marketing suite in relation to the development of Magnolia.

5.8 Additional covenants for vertical staged development

Not applicable.

Approved Form 8	Strata Development Contract	Sheet 5 of 19 sheets
Registered:  4.7.2018	Office use only	Office use only SP91889

STAGE 2 OF THE DEVELOPMENT ON DEVELOPMENT LOT 74

6. **Stage 2 Warranted Development** - proposed development subject to a warranty.
Development that the developer may be compelled to carry out.

Nil

7. **Stage 2 Authorised proposals** - proposed development not subject to a warranty

Development that the developer is permitted to carry out, but not compelled to carry out.

- 7.1 **Description of development**

Construction of two five storey buildings with basement parking containing up to 80 residential apartments, substantially as shown on the concept plan and of aesthetic design and materials similar to the apartment buildings in Stage 1.

- 7.2 **Common Property amenities**

Not applicable.

- 7.3 **Schedule of commencement and completion**

Building and related works are anticipated to commence by approximately August 2018 and the building will be fit for use and/or occupation no later than July 2020.

- 7.4 **Schedule of lots**

There will be up to 80 lots in Stage 2 (Development Lot 74) numbered from lot 77. Lot numbers will be in accordance with Clause 8, *Strata Schemes Development Regulations (NSW) 2016*.

- 7.5 **Working hours**

As regulated by the consent authority, The Hills Shire Council.


- 7.6 **Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and development lots during development**

Access to the development lot is from Balmoral Road and the proposed common property driveway within the strata scheme and from such parts of the common property as are necessary to complete works to the development lot.

- 7.7 **Landscaping**

Landscaping in accordance with the landscape plans approved by The Hills Shire Council as part of the development approval.

- 7.8 **Schedule of materials and finishes**

Approved Form 8	Strata Development Contract	Sheet 6 of 19 sheets
Registered:  4.7.2018	Office use only	Office use only SP91889

- External walls: brick
- Roofing: colour bond roof
- Windows: aluminium

If these materials are not available then substantially similar materials will be used.

7.9 Vertical staging

Not applicable.

7.10 Contribution to common property expenses

Pursuant to s.78(1) of the Strata Schemes Development Act, 2015, the liability for expenses relating to the use or maintenance of the common property of the strata scheme will not be apportioned in accordance with the unit entitlement for the strata scheme. Subject always to the developer's obligations for payments of costs and expenses under the Strata Development Contract registered with this Strata Plan, Development Lot 74 will be excluded from liability to contribute towards the levies struck by the Owners Corporation formed on registration of the strata scheme, except to the extent that any structure on development lot 74 is insured under the building replacement insurance for the strata scheme. Pursuant to s.78(2) of the Act this provision ceases to have any operation upon registration of the strata plan of subdivision for Development Lot 74. This provision will also cease to operate when the construction or refurbishment of any structure on development lot 74 is complete and any part of development lot 74 is habitable.

7.11 Proposed by-laws, management agreements, covenants, easements or dedications

The By-laws are to be the same as the by-laws registered with the strata plan for the first stage of the development, except as follows: Nil


STAGE 3 OF THE DEVELOPMENT ON DEVELOPMENT LOT 75

8. Stage 3 Warranted Development - proposed development subject to a warranty.
Development that the developer may be compelled to carry out.

Nil

9. Stage 3 Authorised proposals - proposed development not subject to a warranty

Development that the developer is permitted to carry out, but not compelled to carry out.

Approved Form 8	Strata Development Contract	Sheet 7 of 19 sheets
Registered:  4.7.2018	Office use only	Office use only SP91889

9.1 Description of development

Construction of two five storey buildings with basement parking containing up to 80 residential apartments, substantially as shown on the concept plan and of aesthetic design and materials similar to the apartment buildings in Stage 1.

9.2 Common Property amenities

Not applicable.

9.3 Schedule of commencement and completion

Building and related works are anticipated to commence by approximately June 2019 and the building will be fit for use and/or occupation no later than December 2021.

9.4 Schedule of lots

There will be up to 80 lots in Stage 3 (Development Lot 75). Lot numbers will be in accordance with Clause 8, *Strata Schemes Development Regulations (NSW) 2016*, following on from the lot numbering in Stage 2.

9.5 Working hours

As regulated by the consent authority, The Hills Shire Council.

9.6 Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and development lots during development

Access to the development lot is from Balmoral Road and the proposed common property driveway within the strata scheme and from such parts of the common property as are necessary to complete works to the development lot.

9.7 Landscaping

Landscaping in accordance with the landscape plans approved by The Hills Shire Council as part of the development approval.


9.8 Schedule of materials and finishes

- External walls: brick
- Roofing: colour bond roof
- Windows: aluminium

If these materials are not available then substantially similar materials will be used.

9.9 Vertical staging

Not applicable.

Approved Form 8	Strata Development Contract	Sheet 8 of 19 sheets
Office use only		Office use only
Registered:  4.7.2018	SP91889	

9.10 Contribution to common property expenses

Pursuant to s.78(1) of the Strata Schemes Development Act, 2015, the liability for expenses relating to the use or maintenance of the common property of the strata scheme will not be apportioned in accordance with the unit entitlement for the strata scheme. Subject always to the developer's obligations for payments of costs and expenses under the Strata Development Contract registered with this Strata Plan, Development Lot 75 will be excluded from liability to contribute towards the levies struck by the Owners Corporation formed on registration of the strata scheme, except to the extent that any structure on development lot 75 is insured under the building replacement insurance for the strata scheme. Pursuant to s.78(2) of the Act this provision ceases to have any operation upon registration of the strata plan of subdivision for Development Lot 75. This provision will also cease to operate when the construction or refurbishment of any structure on development lot 75 is complete and any part of development lot 75 is habitable.

9.11 Proposed by-laws, management agreements, covenants, easements or dedications

The By-laws are to be the same as the by-laws registered with the strata plan for the first stage of the development, except as follows: Nil

STAGE 4 OF THE DEVELOPMENT ON DEVELOPMENT LOT 76

10. Stage 4 Warranted Development - proposed development subject to a warranty.
Development that the developer may be compelled to carry out.

Nil.

11. Stage 4 Authorised proposals - proposed development not subject to a warranty

Development that the developer is permitted to carry out, but not compelled to carry out.

11.1 Description of development

Construction of two five storey buildings with basement parking containing up to 80 residential apartments, substantially as shown on the concept plan and of aesthetic design and materials similar to the apartment buildings in Stage 1.


11.2 Common Property amenities

Not applicable.

11.3 Schedule of commencement and completion

Building and related works are anticipated to commence by approximately June 2020 and the building will be fit for use and/or occupation no later than December 2022.

11.4 Schedule of lots

Approved Form 8	Strata Development Contract	Sheet 9 of 19 sheets
Registered:  4.7.2018	Office use only	Office use only SP91889

There will be up to 80 lots in Stage 4 (Development Lot 76). Lot numbers will be in accordance with Clause 8, *Strata Schemes Development Regulations (NSW) 2016*, following on from the lot numbering in Stage 3.

11.5 Working hours

As regulated by the consent authority, The Hills Shire Council.

11.6 Arrangements for entry, exit, movement and parking of vehicles to, from and on the parcel during development and permitted uses of common property and development lots during development

Access to the development lot is from Balmoral Road and the proposed common property driveway within the strata scheme and from such parts of the common property as are necessary to complete works to the development lot.

11.7 Landscaping

Landscaping in accordance with the landscape plans approved by The Hills Shire Council as part of the development approval.

11.8 Schedule of materials and finishes

- External walls: brick
- Roofing: colour bond roof
- Windows: aluminium

If these materials are not available then substantially similar materials will be used.


11.9 Vertical staging

Not applicable.

11.10 Contribution to common property expenses

Pursuant to s.78(1) of the Strata Schemes Development Act, 2015, the liability for expenses relating to the use or maintenance of the common property of the strata scheme will not be apportioned in accordance with the unit entitlement for the strata scheme. Subject always to the developer's obligations for payments of costs and expenses under the Strata Development Contract registered with this Strata Plan, Development Lot 76 will be excluded from liability to contribute towards the levies struck by the Owners Corporation formed on registration of the strata scheme, except to the extent that any structure on development lot 76 is insured under the building replacement insurance for the strata scheme. Pursuant to s.78(2) of the Act this provision ceases to have any operation upon registration of the strata plan of subdivision for Development Lot 76. This provision will also cease to operate when the construction or refurbishment of any structure on development lot 76 is complete and any part of development lot 76 is habitable.

11.11 Proposed by-laws, management agreements, covenants, easements or dedications

Approved Form 8	Strata Development Contract	Sheet 10 of 19 sheets
Office use only Registered:  4.7.2018		Office use only SP91889

The By-laws are to be the same as the by-laws registered with the strata plan for the first stage of the development, except as follows: Nil


12. Date of conclusion of Development Scheme

The date by which all warranted development and authorised proposals must be completed is 30 April 2028.

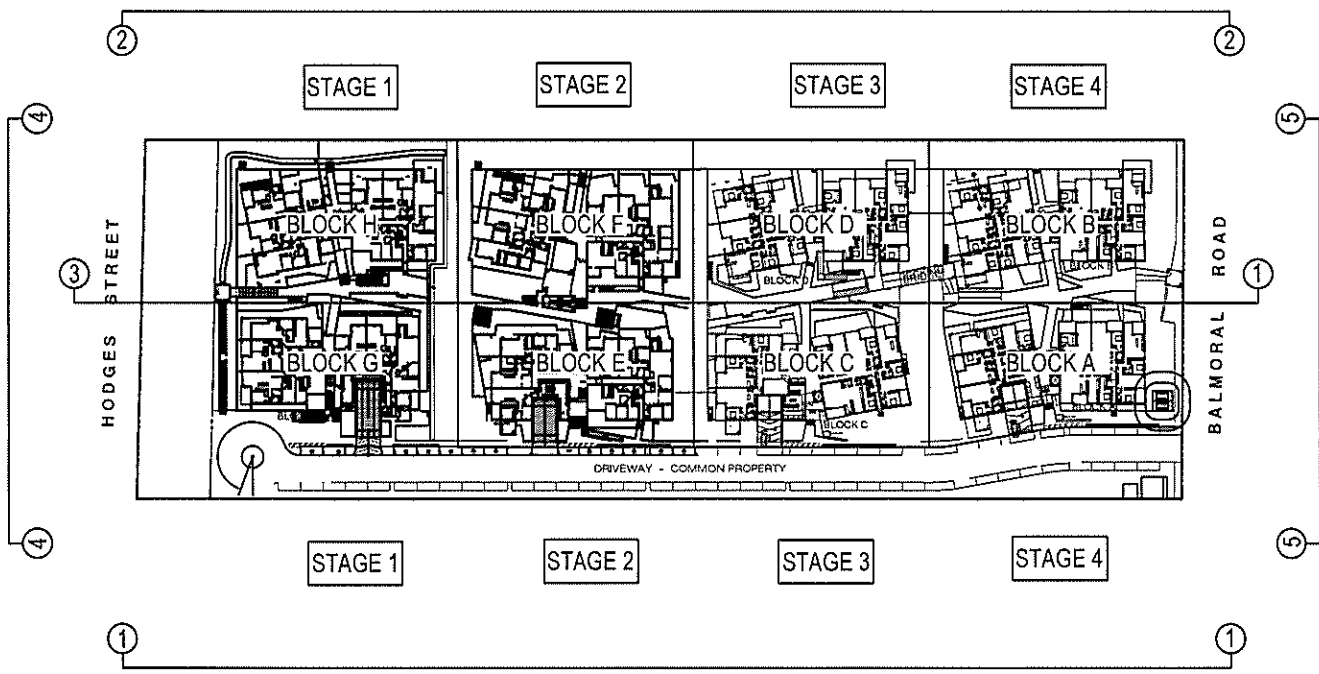
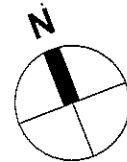
13. Concept Plan

Annexed to this strata development contract are plans and drawings illustrating separately the sites proposed for and the nature of the buildings and works that would result from the carrying out of each of the warranted development and the authorised proposals including:

- 13.1 the location of buildings proposed to be erected or retained on the parcel;
- 13.2 elevations and sections of those buildings and their external finishes and heights;
- 13.3 perspectives of those buildings; and
- 13.4 the proposed finished levels of the land in relation to roads and those buildings.


Approved Form 8	Strata Development Contract	Sheet 11 of 19 sheets
Registered:  4.7.2018	Office Use Only	Office Use Only
		SP91889

Concept Plan for Stages 2, 3 & 4 subdivision of development lot(s) 74, 75 & 76

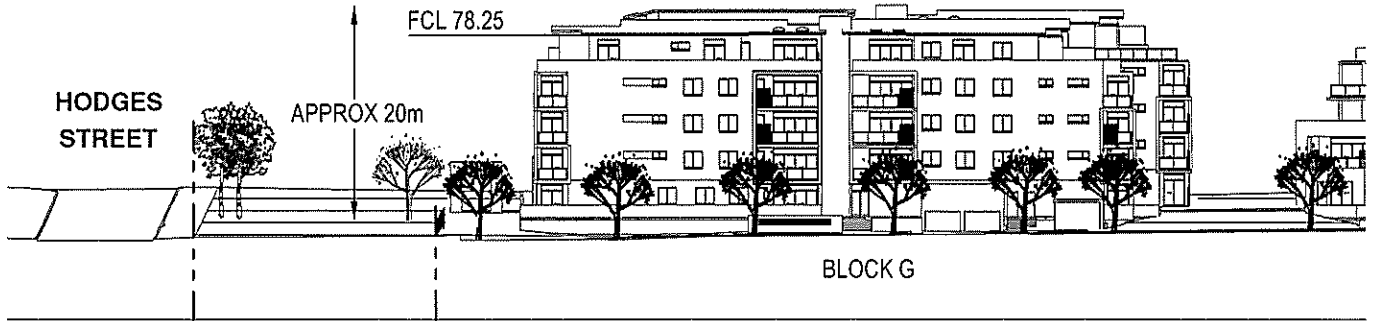


① STAGING PLAN

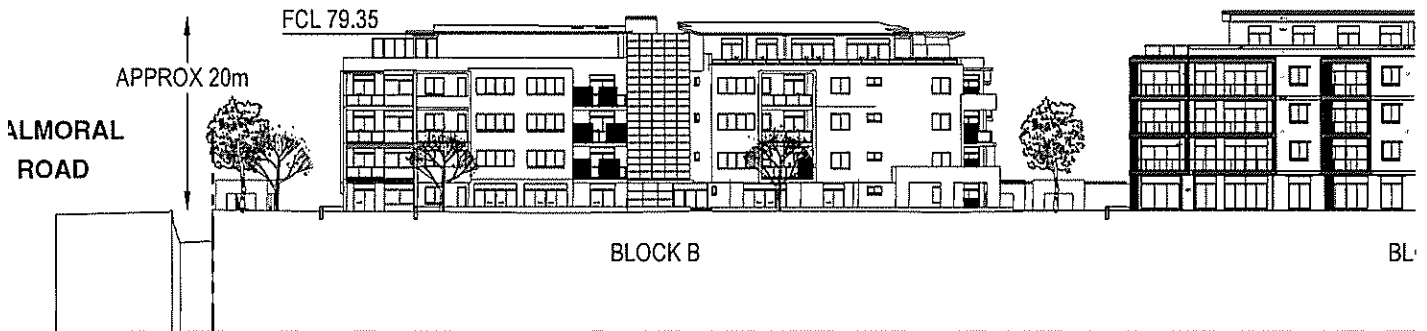
NOTE: STAGES 2, 3 AND 4 ARE BRICK AND RENDERED RESIDENTIAL UNIT BUILDINGS

Approved Form 8	Strata Development Contract	Sheet 12 of 19 sheets
Office Use Only	Office Use Only	Office Use Only
Registered:	 4.7.2018	SP91889

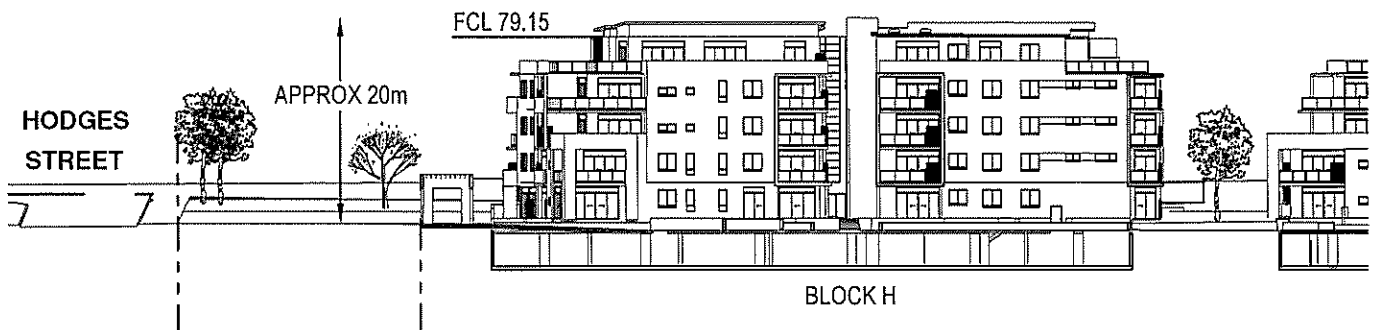
Concept Plan for Stages 2, 3 & 4 subdivision of development lot(s) 74, 75 & 76



1 Site Elevation - West (Street Elevation to Internal Road)



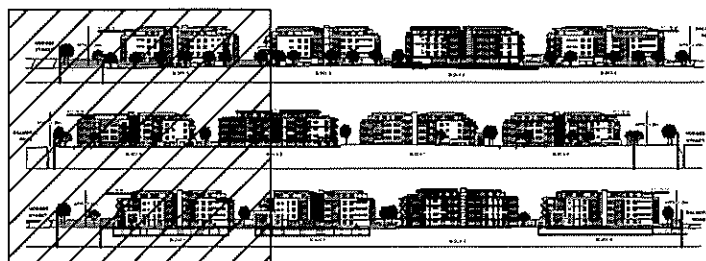
2 Site Elevation - East




3 Site Section - Internal East Elevations

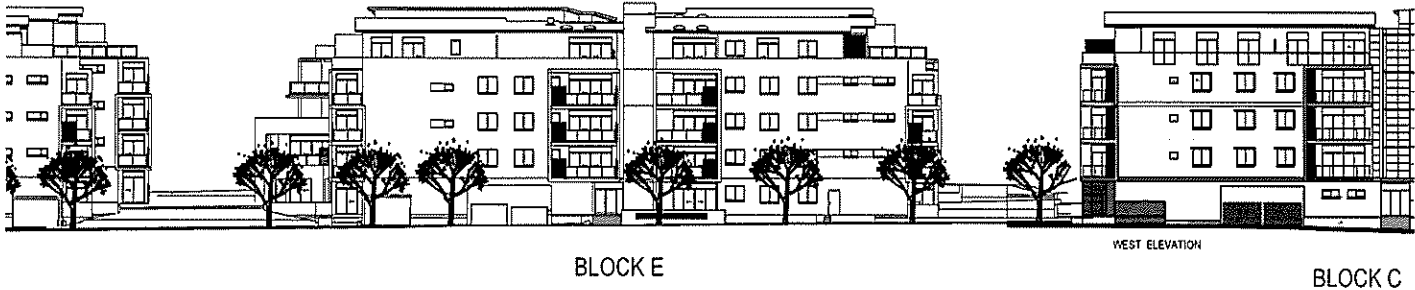
NOTE: STAGES 2, 3 AND 4 ARE BRICK AND RENDERED RESIDENTIAL UNIT BUILDINGS

LEGEND
NTS



Approved Form 8	Strata Development Contract	Sheet 13 of 19 sheets
Registered:  4.7.2018	Office Use Only SP91889	Office Use Only

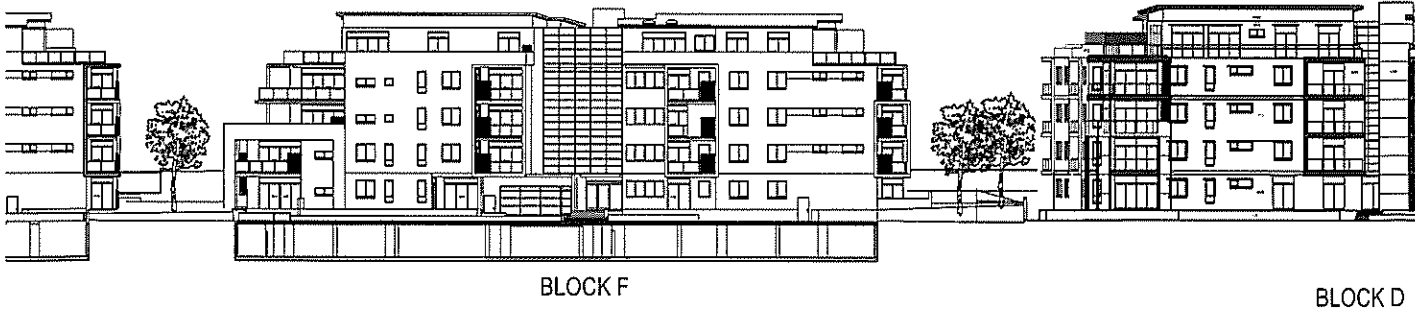
Concept Plan for Stages 2, 3 & 4 subdivision of development lot(s) 74, 75 & 76



1 Site Elevation - West (Street Elevation to Internal Road)

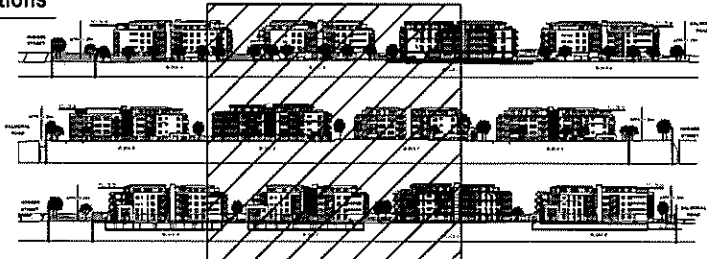


2 Site Elevation - East




3 Site Section - Internal East Elevations

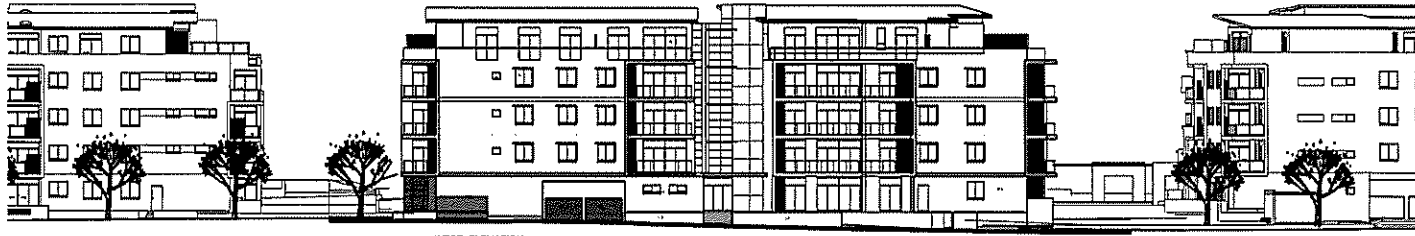
NOTE: STAGES 2, 3 AND 4 ARE BRICK AND RENDERED RESIDENTIAL UNIT BUILDINGS



LEGEND
NTS

Approved Form 8	Strata Development Contract	Sheet 14 of 19 sheets
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Registered:  4.7.2018	SP91889	

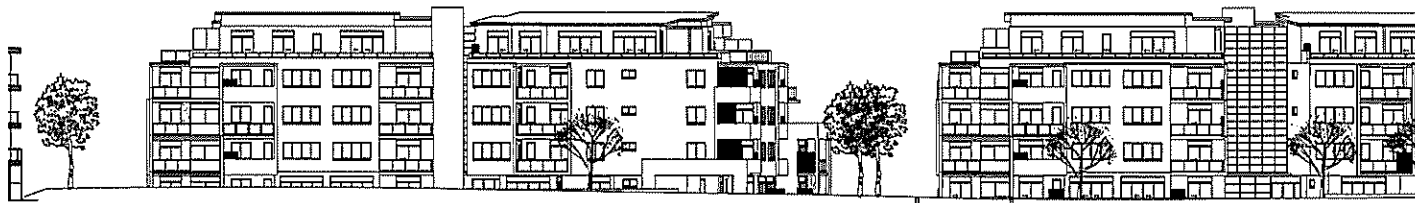
Concept Plan for Stages 2, 3 & 4 subdivision of development lot(s) 74, 75 & 76



WEST ELEVATION

BLOCK C

1 Site Elevation - West (Street Elevation to Internal Road)



BLOCK F

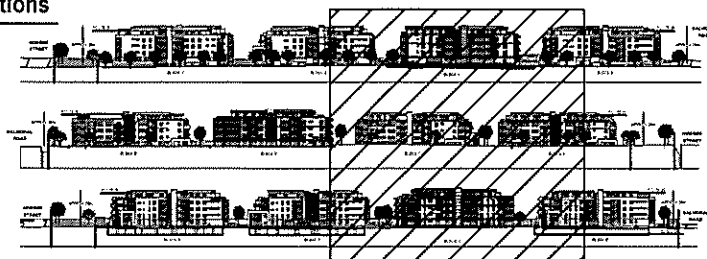
BLOCK H

2 Site Elevation - East




BLOCK D

3 Site Section - Internal East Elevations

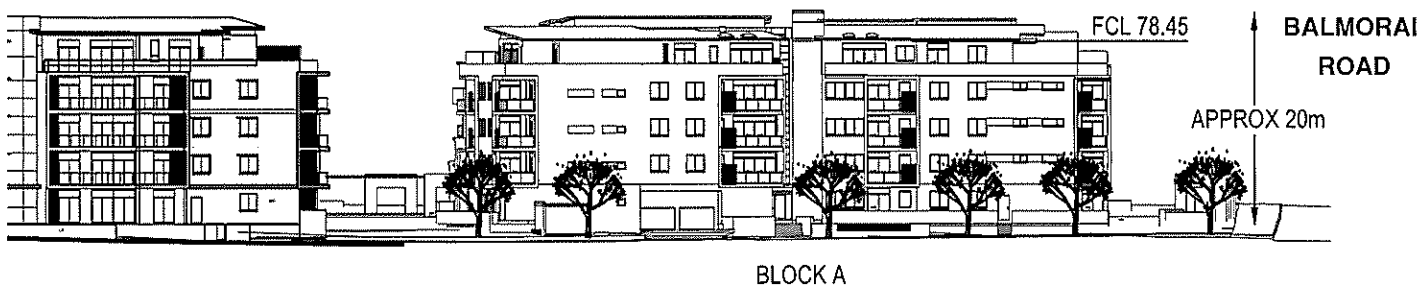


NOTE: STAGES 2, 3 AND 4 ARE BRICK AND RENDERED RESIDENTIAL UNIT BUILDINGS

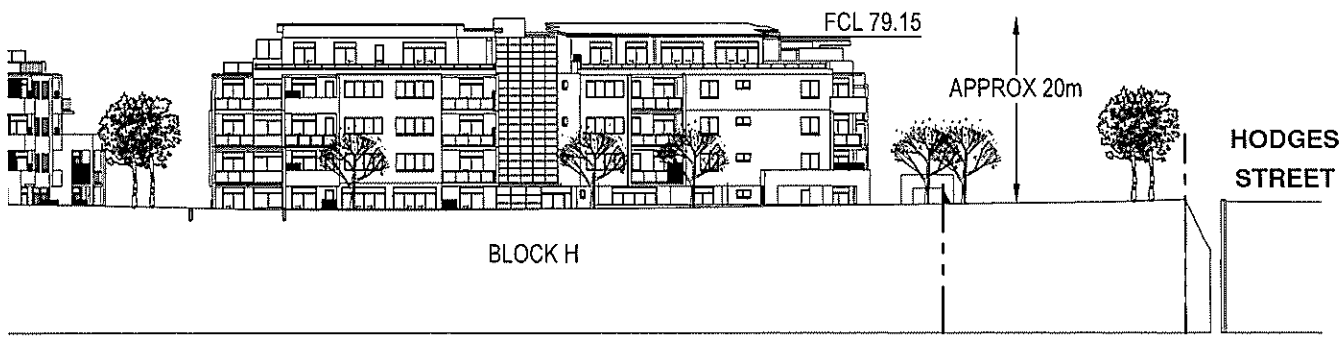
LEGEND
NTS

Approved Form 8	Strata Development Contract	Sheet 15 of 19 sheets
Registered:	Office Use Only	Office Use Only
 4.7.2018	SP91889	

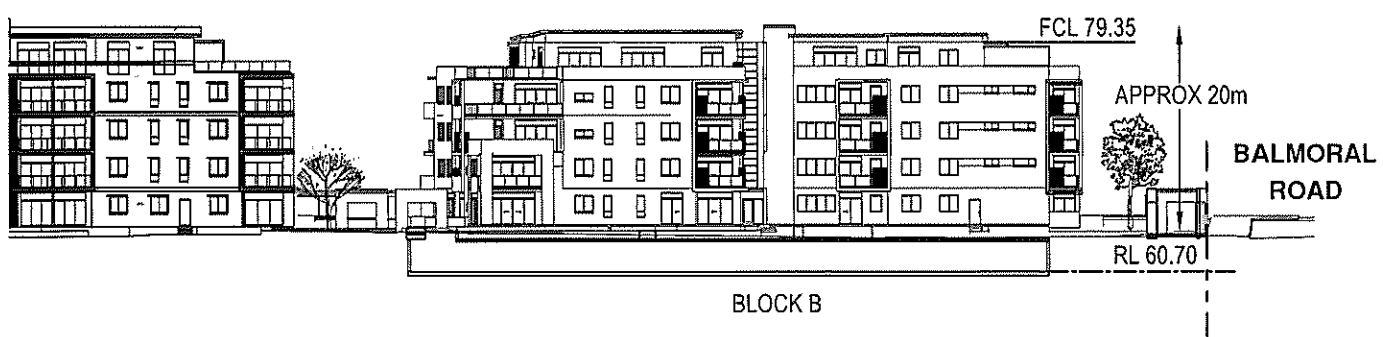
Concept Plan for Stages 2, 3 & 4 subdivision of development lot(s) 74, 75 & 76



1 Site Elevation - West (Street Elevation to Internal Road)

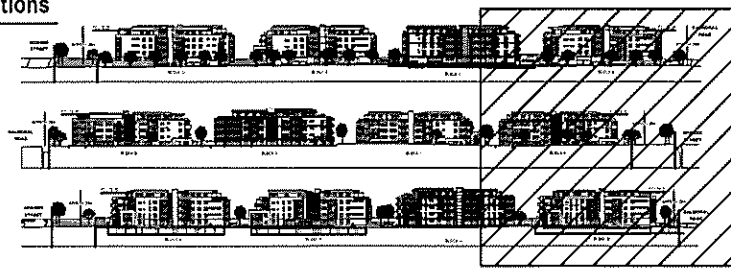


2 Site Elevation - East




3 Site Section - Internal East Elevations

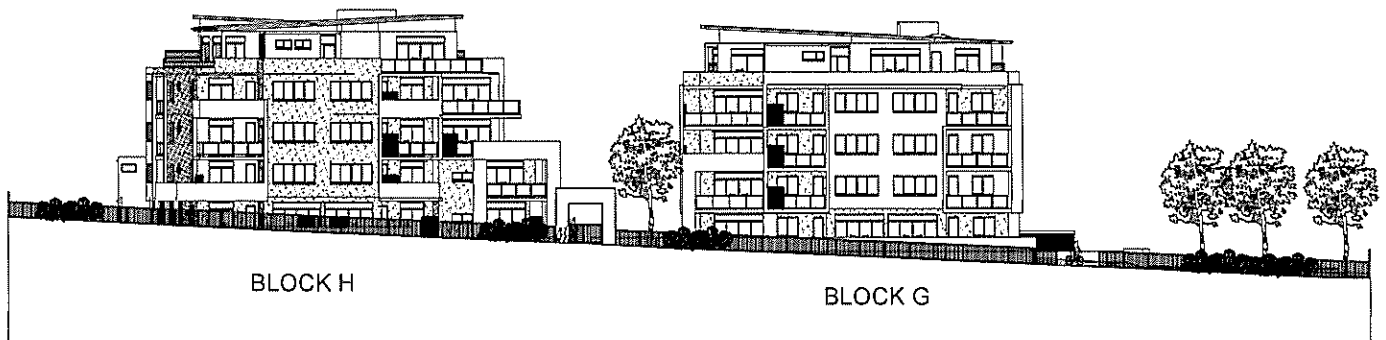
NOTE: STAGES 2, 3 AND 4 ARE BRICK AND RENDERED RESIDENTIAL UNIT BUILDINGS



LEGEND
NTS

Approved Form 8	Strata Development Contract	Sheet 16 of 19 sheets
Registered:  4.7.2018	Office Use Only	Office Use Only
		SP91889

Concept Plan for Stages 2, 3 & 4 subdivision of development lot(s) 74, 75 & 76




4 North Elevation + Street Elevation - Hodges Street



5 South Elevation & Street Elevation - Balmoral Road

NOTE: STAGES 2, 3
AND 4 ARE BRICK
AND RENDERED
RESIDENTIAL UNIT
BUILDINGS

Approved Form 8	Strata Development Contract	Sheet 17 of 19 sheets
Office use only		Office use only
Registered:  4.7.2018	SP91889	

Certificate of Planning Authority

*The Planning Authority (insert name) _____

*The Accredited Certifier (insert name) IAN BAKER Accreditation No. BPB0017

certifies that the carrying out of the permitted development described as 'warranted development' and 'authorised proposals' in this Strata Development Contract would not contravene:

- (a) the conditions of any relevant approval issued by a planning authority in respect of the strata parcel; or
- (b) the provisions of the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

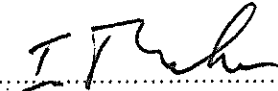
Not applicable.

Date: 11 MAY 2018

Certificate Reference: 17/coc19/18-DC


Signed by: IAN BAKER

~~Authorised Person/General Manager~~ *Accredited Certifier

Signature: 

This is a certificate referred to in Section 75(2) Strata Schemes Development Act 2015

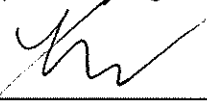
* Strike through inapplicable parts

Approved Form 8	Strata Development Contract	Sheet 18 of 19 sheets
Office use only		Office use only
Registered:  4.7.2018	SP91889	

SIGNATURES, CONSENTS, APPROVALS

Signature/seal of the developer: BOILL (Aust) Pty Limited.

Signed on behalf of for **BOILL (Aust) Pty Limited**: (ACN 603 143 406) in accordance with s127 of the Corporations Act 2001



Sole Secretary/Director

Director

Jian Huang
Print name

Print name

Signed by

as attorney for under power of attorney for **BOILL (Aust) Pty Limited** registered book no _____ in the presence of:

Attorney


Witness

Name

Print name

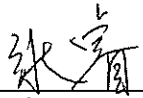
By executing this contract the attorney states that the attorney has received no notice of revocation of the power of attorney


Print address

Approved Form 8	Strata Development Contract	Sheet 19 of 19 sheets
Office use only		Office use only
Registered:  4.7.2018	SP91889	

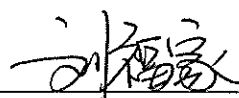
Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot/s.

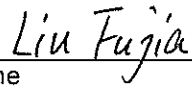
Signed on behalf of for Nanhai Investment Holding Limited: in accordance with s127 of the Corporations Act 2001



 Secretary/Director
 Zhang Rui

 Print name



 Director


 Print name

Signed by

as attorney for under power of attorney for Nanhai Investment Holding Limited registered book no _____ in the presence of:

 Attorney

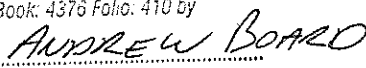
 Name

 Witness


 Print name

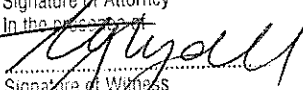
 Print address

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

Deputed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 006 357 522
 under Power of Attorney dated 10th November 2002
 and registered in New South Wales
 Book: 4376 Folio: 410 by


 who certifies that he/she is a
 Senior Manager Manager
 and that he/she has not received
 notice of revocation of that Power.



 Signature of Attorney
 In the presence of


 Signature of Witness
 Andrew Lyall

 Print name of Witness
 2-42 Pitt Street
 Sydney NSW 2000
 Address of Witness

Form: 15CH
Release: Quarry

**CONSOLIDATION
CHANGE OF BY-LAW**

New South Wales
Strata Schemes Management
Real Property Act 1900



AQ836648E

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

(A) **TORRENS TITLE**

For the common property CP/SP 91889
--

(B) **LODGED BY**

Document Collection Box 573X	Name		CODE CH		
	Company	Network Strata Services Pty Limited			
	Address	P O BOX 265 HURSTVILLE BC NSW 1481			
	E-mail	admin@netstrata.com.au		Contact Number	1300 638 787
	Customer Account Number	123421L		Reference	91889

(C) The Owner-Strata Plan No. 91889 certify that a special resolution was passed on 8/9/2020 ~~22/10/2020~~ *AD*

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

(E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. SPECIAL BY LAW 1, 2, 3, 4, 5
 Amended by-law No. NOT APPLICABLE

as fully set out below :

(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. 91889 was affixed on in the presence of 9/2/2021 the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : *AD*

Name : Anita Dalag- Netstrata

Authority : Appointed Managing Agent

Signature :

Name :

Authority : _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.



By-Laws

ANNEXURE A

Strata Plan 91889
2-4 GERBERA PLACE KELLYVILLE

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 04/07/2018

1 About the By-Laws

1.1 Purpose of the By-Laws

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

1.2 Who must comply with the By-Laws?

Owners and Occupiers must comply with the By-Laws. The Owners Corporation must comply with the By-Laws.

2 Common Property Rights By-Laws

2.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Law make Owners responsible for the Common Property that they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

2.3 How to change an Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law.

2.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

2.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation (to the exclusion of others), the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

Report Date: 16th February 2021

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

2.8 Additional insurances

In addition to your obligations under by-law 19 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

3 Your behaviour

3.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property or another Apartment; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

3.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
 - (b) the use of your Lot; and
 - (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.
- The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4 You are responsible for others

4.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws; and
 - (b) make your visitors leave the Building if they do not comply with the by-laws; and
 - (c) take reasonable care about who you invite into the Building; and
 - (d) accompany your visitors at all times, except when they are entering or leaving the Building.
- You must not allow another person to do anything which you cannot do under the by-laws.

4.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

5 Your obligations

5.1 General obligations



Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

You must:

- (a) keep your Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which service your Lot (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 18 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws about your Lot, including requirements of Government Agencies.

5.2 When will you need consent from the Owners Corporation?

(a) Subject to the by-laws, you must have consent from the Owners Corporation to:

- (i) carry out Building Works; or
- (ii) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of the Building; or
- (iii) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
- (iv) install insect screens on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
- (v) install an intruder alarm with an audible signal; or
- (vi) attach or hang an aerial or wires outside your Lot or the Building; or
- (vii) install an over-bonnet storage box in your car space; or
- (viii) store anything in your car space (other than a vehicle); or
- (ix) enclose your car space.

(b) When giving its consent, the Owners Corporation may give its consent subject to conditions that you must comply with.

5.3 Floor coverings

If you are an Owner of an Apartment, you must keep the floors in your Apartment covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

5.4 Changing floor coverings

You must have consent from the Owners Corporation to change, remove or interfere with floor coverings in your Apartment or to change, remove or interfere with treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. When seeking consent to change, replace or interfere with floor coverings or acoustic treatments you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. The Owners Corporation must not unreasonably withhold or delay its consent. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 5.4.

5.5 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Lot.

5.6 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or off-white or another colour approved by the Owners Corporation. Window coverings in your Apartment must be of a type and quality that does not detrimentally affect the operation of an air conditioning unit servicing your apartment or the energy efficiency of the Building. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

5.7 Insect screens

You must have consent from the Owners Corporation to install insect screens that are visible from outside your Lot

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

or the Building. If you have consent, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh.

5.8 Sun shades

You may not install any sun shade, sun blind, awning or other sun shading device to the exterior of your Apartment.

5.9 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Lot, over balustrades or in an area that is visible from outside your Lot.

5.10 Cleaning external louvre screens and windows

Subject to by-law 5.11 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

5.11 Rights of the Owners Corporation to clean external louvre screens and windows

The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 5.10 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

5.12 Common Property areas

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

5.13 Access to Common Property

You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building facade and windows) that is accessible through your Apartment.

5.14 Rights of the Owners Corporation to access Lots

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

5.15 Television antennae

You must not install a television antenna, satellite dish or other aerial to the exterior of your Lot or on any part of the Building.

5.16 False alarms

If you or anyone in your Lot do anything that causes an emergency alarm to be activated and an emergency service (such as a fire fighting service) to be dispatched to the Building in circumstances where there is no emergency, you will be responsible to reimburse the Owners Corporation on demand for any false alarm or similar fee rendered to the Owners Corporation.

5.17 Occupancy limits

You must not:

- (a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;
- (b) permit any bedroom in your Apartment to be occupied by more than two adults; and
- (c) have more than two beds (other than children's beds or bassinets) in any bedroom.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to your Apartment for the purpose of monitoring compliance with this by-law.

5.18 Noise

Without limiting any other by-law, between the hours of 10.00pm and 9.00am on each day of the week you must not generate noise of any kind that is audible from another Apartment.

6 Keeping an animal

6.1 What animals may you keep?

(a) Subject to this by-law 6, you may keep:

- (i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with by-law 6.1 (a);
- (ii) canaries, budgerigars or similar birds kept indoors at all times;
- (iii) subject to by-laws 6.2 and 6.6, one domestic cat or one small size dog that does not exceed 10kg in weight when fully grown; and
- (iv) provided it is registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the Building and on request by the Owners Corporation.

(b) You must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal.

(c) You must obtain the prior consent of the Owners Corporation to keep any other animal. The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Building.

6.2 Dogs

The Owners Corporation will not give you consent to keep:

- (a) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;
- (b) a dog that is not registered under the Companion Animals Act 1998 (NSW); or
- (c) a dangerous, nuisance or restricted dog under the Companion Animals Act 1998 (NSW).

6.3 Controlling your animal

Subject to by-law 6.4 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:

- (a) another Apartment; or
- (b) Common Property.

6.4 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of the Building (eg to transport it out of the Building), you must carry and restrain it (eg by pet cage) and control it at all times.

6.5 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal.

6.6 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) your dog is dangerous, a nuisance or restricted dog under the Companion Animals Act 1998 (NSW); or
- (c) your dog is not registered under the Companion Animals Act 1998 (NSW).

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

6.7 Responsibility for animal

You are responsible to other Owners and Occupiers and people using Common Property or other parts of the Building for:

- (a) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

6.8 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice to remove your animal from the Building if your animal continues to defecate or urinate on:

- (a) another Apartment; or
- (b) Common Property,

after a warning has been given to you by the Owners Corporation.

6.9 Your visitors

You must not allow a visitor to bring an animal into the Building unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

7 Erecting a sign

7.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

7.2 The Developer

The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment that you do not own.

8 Fire control

8.1 What are your obligations?

You may keep flammable materials in your Lot only if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

8.2 Fire control laws

You and the Owners Corporation must comply with laws about fire control.

8.3 Restrictions about fire safety

(a) You must not:

- (i) keep flammable materials on Common Property; or
- (ii) interfere with fire safety equipment; or
- (iii) obstruct fire stairs or fire escapes; or
- (iv) keep flammable materials in your car space.

(b) The Owners Corporation must;

- (i) not install or keep combustible furniture or furnishings in the entry foyer or corridors in the Building; and
- (ii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

9 Car spaces and storage spaces

9.1 What are your obligations?

If you have a car space or a storage space you must:

- (a) provide the Owners Corporation with access to your car space or storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your car space or storage space clean and tidy;
- (c) use your car space or storage space only for lawful purposes;
- (d) keep the car space or storage space free of vermin;
- (e) not enclose your car space;
- (f) not keep dangerous, noxious or inflammable items, materials or liquids in the car space or storage space
- (g) not stack or have items in your storage space higher than 1 metre below the concrete soffit above your storage space or within 500mm of any sprinkler head; and
- (h) repair and make good any damage you cause to the car space or storage space.

9.2 Parking barriers

(a) You may install a parking barrier to prevent access to your car space provided:

- (i) it is of a type and colour approved by the Owners Corporation;
 - (ii) it is located in a position that it does not, in any position, protrude beyond your car space;
 - (iii) you keep the parking barrier in good order and condition;
 - (iv) you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.
- (b) When you install your parking barrier you must not damage Common Property other than by penetrating the floor slab to the extent necessary to insert the standard bolts that are part of approved parking barriers.
- (c) When you remove the parking barrier you must make good any damage to Common Property caused by the installation, use or removal of the parking barrier.

9.3 Over-bonnet storage boxes

If the Owners Corporation gives you consent to install an over-bonnet storage box in your car space:

- (a) it must comply with the Owners Corporation's requirements about the specification, size and colour of the storage box;
- (b) you must comply with any conditions imposed by the Owners Corporation; and
- (c) you must keep your storage box in good repair and condition.

9.4 Maintenance of storage cages

You must, at your cost, keep your storage cage fence in good repair and condition. If the fence on any side of your storage cage is shared by another storage cage, you and the Owner of the lot that includes that storage cage have the exclusive use of that fence and are jointly responsible for the cost of the repair, maintenance and replacement of that fence.

10 Controlling traffic and parking on Common Property

10.1 Controlling traffic

In addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Building.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

10.2 Parking on Common Property

- (a) You must not stand or park vehicles on Common Property including Common Property driveways.
- (b) If you or a visitor of yours parks a car in contravention of the by-laws or in a car space that is not your car space, the Owners Corporation will be entitled to remove the relevant car and recover any removal and storage expenses from you as a debt.

11 How to dispose of your garbage

11.1 Making rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building.

11.2 General obligations

- (a) Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:
 - (i) on Common Property; or
 - (ii) in an area of your Lot which is visible from outside your Lot; or
 - (iii) in your car space.
- (b) If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

11.3 What are your obligations?

You must:

- (a) comply with and any Rules made by the Owners Corporation about using the Garbage Room; and
- (b) place your household garbage in the garbage receptacle in the part of the Garbage Room designated by the Owners Corporation for that purpose; and
- (c) drain and securely wrap your household garbage before you place it in the Garbage Room; and
- (d) leave your other garbage and recyclable materials in the area or receptacle in the part of the Garbage Room designated by the Owners Corporation for that purpose; and
- (e) recycle your garbage according to instructions from the Owners Corporation and Council; and
- (f) place your recyclable waste in the Recycled Waste Room; and
- (g) drain and clean bottles and make sure they are not broken before you place them in the Garbage Room; and
- (h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

11.4 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

11.5 Maintaining the Garbage Rooms

The Owners Corporation must:

- (a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments; and
- (b) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the strata scheme (including mechanical equipment associated with the garbage chutes; and
- (c) maintain, clean and repair the Garbage Rooms; and
- (d) regularly remove filled receptacles from the Garbage Rooms and replace them with empty receptacles; and
- (e) regularly clean, maintain, repair and, where necessary, replace the Garbage Room and the garbage and recycling receptacles; and
- (f) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room; and
- (g) transport receptacles from the Garbage Room to the garbage collection point for collection Council and transport them back to the Garbage Rooms; and
- (h) arrange for the removal of garbage and recycling material from the Building; and

Report Date: 16th February 2021

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

(i) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

12 Carrying out Building Works

12.1 When do you need consent?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- (b) If your Building Works are Minor Renovations, the consent from the Owners Corporation will be given by a simple majority resolution of the Owners Corporation.
- (c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- (d) Cosmetic Works do not need consent from the Owners Corporation.

12.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 7 ("Erecting a sign"); or
 - (b) alter or remove an Inter-Lot Wall according to by-law 13 ("Inter-Lot Walls and Internal Walls"); or
 - (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.
- However, you must comply with by-laws 12.3 ("Procedures before you carry out Building Works") and 12.8 (Procedures when you carry out Building Works) to 12.11 ("Bond") when you carry out the Building Works under By-Laws 12.2 (a), (b) or (c).

12.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) find out where service lines and pipes are located, including by making your initial enquiries with the Building Manager or the Owners Corporation if there is no Building Manager; and
- (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and
- (e) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 12 before you carry out Building Works.

12.4 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

- (a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Strata Building Works comply with the theme of the Building.

12.5 Requests for further information

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

12.6 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

Report Date: 16th February 2021



Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

- (a) the theme of the Building;
- (b) the suitability and quality of the proposed Building Works;
- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

12.7 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- (b) The Owners Corporation must:
 - (i) make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
 - (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

12.8 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

12.9 Obligations when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

12.10 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

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

2.11 Bond

If you have paid a bond in accordance with by-law 12.3(e) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

13 Inter-Lot Walls and Internal Walls

13.1 When may you alter or remove an Inter-Lot Wall?

Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

(a) in the case of an Inter-Lot Wall, you own the Lots separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Lot; and
(b) it is not a structural wall; and
(c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that:

- (i) the wall is not a structural wall; and
- (ii) the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall.

13.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall provided that you comply with the requirements of by-law 13.1 ("When may you alter or remove an Inter-Lot Wall or an Internal Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Lot Wall or an Internal Wall.

13.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Lot Wall or an Internal Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 13.1 ("When may you alter or remove an Inter-Lot Wall or an Internal Wall?"); and
- (b) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (c) comply with by-laws 12.3 ("Procedures before you carry out Building Works") and by-laws 12.8 ("Procedures when you carry out Building Works") to 12.11 ("Bond");
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate a removed Inter-Lot Wall; and
- (e) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

14 Agreement with the Building Manager

14.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

14.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

14.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

14.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

Corporation (or other maximum period permitted by law); and

(b) the Owners Agreement may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

14.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and

(b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

14.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

14.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

(a) caretaking, supervising and servicing Common Property; and

(b) supervising cleaning and garbage removal services; and

(c) supervising the repair, maintenance, renewal or replacement of Common Property; and

(d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and

(e) co-ordinating the carrying out of Building Works; and

(f) managing the Security Key system and providing Security Keys according to the by-laws; and

(g) providing services to the Owners Corporation, Owners and Occupiers; and

(h) providing concierge services to the Owners Corporation, Owners and Occupiers; and

(i) supervising employees and contractors of the Owners Corporation; and

(j) supervising the Building generally; and

(k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

14.8 No interference

You must not:

(a) interfere with or stop the Building Manager performing its duties; or

(b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

14.9 Access

You must give the Building Manager reasonable access at reasonable times to your Lot or your exclusive use area to enable the Building Manager to perform its duties.

15 Services Provided by the Owners Corporation

15.1 Services

The Owners Corporation has the power to supply services to each Lot including hot and cold water, gas, electricity,

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

air conditioning condenser water, telephone, television and other communications.

15.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

15.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

16 Licences

16.1 Powers of the Owners Corporation

The owners corporation has the power to grant licences to owners and occupiers to use parts of common property. The owners corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

16.2 What provisions may a licence include?

Licences the owners corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

17 The Balcony of your Apartment

17.1 What may you keep on your Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on your Balcony if:

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with, or that compliments, the standard of the Building; or
- (c) it will not (or is not likely to) cause damage; or
- (d) it is not (or is not likely to become) dangerous.

17.2 Access to Balconies

To enable the Owners Corporation to inspect, clean, maintain, repair or replace Common Property (including the Common Property building facade and windows), you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

17.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from your Balcony that are not Common Property.

17.4 Enclosing a Balcony

You must have consent from the Owners Corporation and Government Agencies to enclose your Balcony.

17.5 Facade access

You must give the Owners Corporation and its contractors access to your Balcony for the purpose of cleaning, maintaining and repairing the Building facade.

18 Storing and operating a barbeque



Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

18.1 Barbeques on your Balcony

You may store and operate a portable barbeque on your Balcony if:

- (a) it is a type permitted under this by-law 19; and
- (b) it will not detract from the outward appearance of the Building;
- (c) it will not (or is not likely to) cause damage or injury; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy.

18.2 Permitted barbeques

You may store and operate the following types of portable barbeques on your Balcony:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

18.3 Hours of operation

You may only operate your barbeque during the hours of 8:00 am and 10:00 pm (or during other hours approved by the Owners Corporation).

18.4 No nuisance

When you use a barbeque, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

19 Moving in or out of your Apartment

19.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of the Building or move large articles (eg furniture) through Common Property.

19.2 What are your obligations?

When you take deliveries or move furniture or goods through the Building (including the delivery of stocks and goods), you must:

- (a) not move furniture or large items through the entry foyer of the Building;
- (b) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (c) comply with the reasonable requirements of the Owners Corporation about the time of your move and the days of the week on which you may move, which may exclude Sundays or public holidays;
- (d) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 19 before you take deliveries or move furniture or goods through the Building;
- (e) if required by the Owners Corporation, give the Owners Corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building;
- (f) repair any damage you (or the person making the delivery) cause to Common Property; and
- (g) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

19.3 Bond

If you have paid a bond in accordance with by-law 19.2(d) and:

- (a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

(b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

19.4 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of the Building; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

20 Damage to Common Property

20.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

20.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

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

21 Insurance premiums

21.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

21.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

22 Security at the Building

22.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

22.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio security cameras and other audio surveillance equipment for the security of the Building.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

22.3 Restricting access to Common Property

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

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to levels in the Building where you do not own or occupy a Lot or have access to according to a Common Property Rights By-law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

22.4 What are your obligations?

You must not:

- (a) interfere with any security system and associated equipment installed in the Building; or
- (b) do anything that might prejudice the security or safety of the Building.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

23 Security Keys

23.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 22 ("Security at the Building").

23.2 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

23.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

23.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) if you are in breach of the by-laws relating to access to and use of the car park in the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding; and
- (d) charge you a fee for the recoding of your Security Keys; and
- (e) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

23.6 Some prohibitions

You must not:

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

- (a) copy a Security Key; or
- (b) use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
- (c) give a Security Key to someone who is not an Owner or Occupier.

23.7 Procedures if you lease your Lot

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot.

24 BBQ Area

24.1 Conditions for using the BBQ Area

- (a) You and your visitors may use the BBQ Area. You must accompany your visitors when they are in the BBQ Area.
- (b) You and your visitors may use the BBQ Area only during the hours of 8.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).
- (c) You must:
 - (i) comply with any Rules about the number of visitors they may bring into the BBQ Area at the same time;
 - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the BBQ Area; and
 - (iii) be adequately clothed when they are in the BBQ Area.
- (d) You must not:
 - (i) bring glass objects or glass drinking glasses into the BBQ Area;
 - (ii) be noisy or do anything that might be dangerous while you are in the BBQ Area; or
 - (iii) do anything that may damage equipment in the BBQ Area.
- (e) You must have consent from the Owners Corporation to hold parties or other functions in the BBQ Area.

24.2 Maintaining and paying for the BBQ Area

The Owners Corporation must maintain, repair and, where necessary, replace the BBQ Area.

24.3 Security and access

The Owners Corporation may lock or secure the BBQ Area by Security Key. The Owners Corporation must give you a Security Key to the BBQ Area and may charge a fee for additional or replacement Security Keys.

25 Roof Terrace

25.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

25.2 Exclusive use rights

- (a) The Owners of Lots in Stage 1 have:
 - (i) exclusive use of the Roof Terrace in Stage 1 jointly with each other Owner of an Apartment in Stage 1; and
 - (ii) a special privilege to use the Roof Terrace in Stage 1 according to the terms of this Common Property Rights By-Law.
- (b) The Owners of Lots in Stage 2 have:
 - (i) exclusive use of the Roof Terrace in Stage 2 jointly with each other Owner of an Apartment in Stage 2; and
 - (ii) a special privilege to use the Roof Terrace in Stage 2 according to the terms of this Common Property Rights By-Law.
- (c) The Owners of Lots in Stage 3 have:



Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

(i) exclusive use of the Roof Terrace in Stage 3 jointly with each other Owner of an Apartment in Stage 3; and
(ii) a special privilege to use the Roof Terrace in Stage 3 according to the terms of this Common Property Rights By-Law.

(d) The Owners of Lots in Stage 4 have:

(i) exclusive use of the Roof Terrace in Stage 4 jointly with each other Owner of an Apartment in Stage 4; and
(ii) a special privilege to use the Roof Terrace in Stage 4 according to the terms of this Common Property Rights By-Law.

25.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

25.4 Maintaining the Roof Terrace

The Owners Corporation must clean, maintain, repair and, where necessary, replace the surface, lights fixtures and fittings located in the Roof Terrace.

25.5 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 25.4 ("Maintaining the Roof Terrace") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage.

25.6 Your obligations

(a) You and your visitors may use the Roof Terrace. You must accompany your visitors when they use the Roof Terrace.

(b) You may use the Roof Terrace only between the hours of 7.00am and 10.30pm and on any day of the week.

(c) You must:

(i) when using the Roof Terrace, keep it clean and tidy;

(ii) use the Roof Terrace only for lawful purposes;

(iii) be adequately clothed when you are in the Roof Terrace Area;

(iv) use the Roof Terrace having due regard to the entitlement of other Occupiers to use the Roof Terrace so that each entitled Occupier has a reasonable opportunity to use the Roof Terrace Area;

(v) comply with any Rules made by the Owners Corporation about the use of the Roof Terrace, including any Rules about reservations.

(vi) comply with any Rules about the number of visitors you may bring into the Roof Terrace at the same time; and

(vii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Roof Terrace.

(d) You must not:

(i) bring glass objects or glass drinking glasses into the Roof Terrace;

(ii) interfere with or adjust the settings of any equipment in the Roof Terrace;

(iii) do anything that damages or might damage any equipment or furniture in the Roof Terrace;

(iv) do anything in the Roof Terrace that causes a nuisance to Occupiers in the Building or generates noise that is audible within any Apartment;

(v) operate any audio or audio visual equipment in the Roof Terrace at a volume that is audible within any Apartment between the hours of 10.00pm and 9.00am on any day of the week; or

(vi) leave garbage in the Roof Terrace.

(e) You must have consent from the Owners Corporation to:

(i) hold parties or other functions (including exercise classes) in the Roof Terrace; or

(ii) interfere, operate or adjust the settings of any equipment in the Roof Terrace.

25.7 Booking the use of the Roof Terrace

If you wish to hold a party or function in the Roof Terrace you must book the use of the Roof Terrace through the Building Manager. The Owners Corporation may make Rules about booking and using the Roof Terrace.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

25.8 Bond

As a condition of giving you consent to hold a party or function in the Roof Terrace, the Owners Corporation may require you to pay a bond (as determined by the Owners Corporation) before you use the Roof Terrace. If you have paid a bond and if there is any damage to the Roof Terrace or the Building as a consequence of or arising from the holding of your party or function, the Owners Corporation (or the Building Manager on behalf of the Owners Corporation) may use the bond to pay the reasonable costs of repair of the damage. If the bond does not cover the costs of repairing the damage, you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to the Roof Terrace or the Building as a result of your party or function, the Owners Corporation will refund your damage bond as soon as reasonably practicable after your party or function.

26 Exclusive use of Intercom Units

26.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

26.2 Intercom for Apartments

There is a separate Intercom Unit in each Apartment. Intercom Units are connected to the Intercom System for the Building. The Intercom System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

26.3 Exclusive use rights

To the extent that Intercom Units comprise Common Property, each Owner has exclusive use of the Intercom Unit in their Apartment.

26.4 Interpreting this by-

(a) The Owners of Lots in Stage 1 have:

- (i) exclusive use of that part of the Intercom System which exclusively services Apartments in Stage 1; and
- (ii) the special privilege to be connected to and use that part of the Intercom System which exclusively services Apartments in Stage 1.

(b) The Owners of Lots in Stage 2 have:

- (i) exclusive use of that part of the Intercom System which exclusively services Apartments in Stage 2; and
- (ii) the special privilege to be connected to and use that part of the Intercom System which exclusively services Apartments in Stage 2.

(c) The Owners of Lots in Stage 3 have:

- (i) exclusive use of that part of the Intercom System which exclusively services Apartments in Stage 3; and
- (ii) the special privilege to be connected to and use that part of the Intercom System which exclusively services Apartments in Stage 3.

(d) The Owners of Lots in Stage 4 have:

- (i) exclusive use of that part of the Intercom System which exclusively services Apartments in Stage 4; and
- (ii) the special privilege to be connected to and use that part of the Intercom System which exclusively services Apartments in Stage 4.

26.5 What are your obligations?

You are responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Intercom Unit in your Apartment. When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.



Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

26.6 Maintaining Intercom Units

You are responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Intercom Unit in your Apartment. When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

26.7 Paying for Intercom Units

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Intercom Unit, you must pay those costs. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

26.8 Maintaining the Intercom System

The Owners Corporation must operate, maintain, repair and, where necessary, replace the Intercom System.

26.9 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 26.B ("Maintaining the Intercom System") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

27 Exclusive use of the Hot Water System

27.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

27.2 Exclusive use rights

(a) The Owners of Lots in Stage 1 have:

- (i) exclusive use of that part of the Hot Water System which exclusively services Apartments in Stage 1; and
- (ii) the special privilege to connect to and use that part of the Hot Water System which exclusively services Apartments in Stage 1.

(b) The Owners of Lots in Stage 2 have:

- (i) exclusive use of that part of the Hot Water System which exclusively services Apartments in Stage 2; and
- (ii) the special privilege to connect to and use that part of the Hot Water System which exclusively services Apartments in Stage 2.

(c) The Owners of Lots in Stage 3 have:

- (i) exclusive use of that part of the Hot Water System which exclusively services Apartments in Stage 3; and
- (ii) the special privilege to connect to and use that part of the Hot Water System which exclusively services Apartments in Stage 3.

(d) The Owners of Lots in Stage 4 have:

- (i) exclusive use of that part of the Hot Water System which exclusively services Apartments in Stage 4; and
- (ii) the special privilege to connect to and use that part of the Hot Water System which exclusively services Apartments in Stage 4.

27.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means, for each Stage, each of the Owners of Lots in that Stage.

27.4 Maintaining the Hot Water System

The Owners Corporation must operate, maintain, repair and, where necessary, replace the Hot Water System.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

27.5 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 27.4 ("Maintaining the Hot Water System") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

28 Exclusive use of the Lifts

28.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

28.2 Exclusive use rights

- (a) The Owners of Lots in Stage 1 have:
 - (i) exclusive use of that part of the Lift which exclusively services Apartments in Stage 1; and
 - (ii) the special privilege to connect to and use that part of the Lift which exclusively services Apartments in Stage 1.
- (b) The Owners of Lots in Stage 2 have:
 - (i) exclusive use of that part of the Lift which exclusively services Apartments in Stage 2; and
 - (ii) the special privilege to connect to and use that part of the Lift which exclusively services Apartments in Stage 2.
- (c) The Owners of Lots in Stage 3 have:
 - (i) exclusive use of that part of the Lift which exclusively services Apartments in Stage 3; and
 - (ii) the special privilege to connect to and use that part of the Lift which exclusively services Apartments in Stage 3.
- (d) The Owners of Lots in Stage 4 have:
 - (i) exclusive use of that part of the Lift which exclusively services Apartments in Stage 4; and
 - (ii) the special privilege to connect to and use that part of the Lift which exclusively services Apartments in Stage 4.

28.3 Interpreting this by-law

In this Common Property Rights By-Law, for each Stage, "you" means each of the Owners of Lots in that Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- include your costs in your administrative fund or capital works fund contributions.

28.4 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace the Lifts.

28.5 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 28.4 ("Maintaining the Lifts") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

29 Exclusive use of Foyers, Corridors and Roof

29.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property



Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

Rights By-Law.

29.2 Exclusive use rights

(a) The Owners of Lots in Stage 1 have:

(i) exclusive use of the Foyers, Corridors and Roof in Stage 1 jointly with each other Owner of an Apartment in Stage 1; and

(ii) a special privilege to use the Foyers, Corridors and Roof in Stage 1 according to the terms of this Common Property Rights By-Law.

(b) The Owners of Lots in Stage 2 have:

(i) exclusive use of the Foyers, Corridors and Roof in Stage 2 jointly with each other Owner of an Apartment in Stage 2; and

(ii) a special privilege to use the Foyers, Corridors and Roof in Stage 2 according to the terms of this Common Property Rights By-Law.

(c) The Owners of Lots in Stage 3 have:

(i) exclusive use of the Foyers, Corridors and Roof in Stage 3 jointly with each other Owner of an Apartment in Stage 3; and

(ii) a special privilege to use the Foyers, Corridors and Roof in Stage 3 according to the terms of this Common Property Rights By-Law.

(d) The Owners of Lots in Stage 4 have:

(i) exclusive use of the Foyers, Corridors and Roof in Stage 4 jointly with each other Owner of an Apartment in Stage 4; and

(ii) a special privilege to use the Foyers, Corridors and Roof in Stage 4 according to the terms of this Common Property Rights By-Law.

29.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

29.4 Maintaining the Foyers, Corridors and Roof

The Owners Corporation must clean, maintain, repair and, where necessary, replace the surface, lights fixtures and fittings located in the Foyers, Corridors and Roof.

29.5 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 29.4 ("Maintaining the Foyers, Corridors and Roof") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

(a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and

(b) include your costs in your administrative fund or capital works fund contributions.

30 Exclusive use of the Visitor Car Parking Spaces

30.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

30.2 Visitor Parking

(a) There are [14] Visitor Car Parking Spaces within the Buildings in each Stage. This Common Property Rights By-law applies to those Visitor Car Parking Spaces.

(b) There are visitor parking spaces in the Common Property driveway. This Common Property Rights By-law does not apply to those visitor parking spaces.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

30.3 Exclusive use rights

(a) The Owners of Lots in Stage 1 have:

(i) exclusive use of the Visitor Car Parking Spaces in Stage 1 jointly with each other Owner of an Apartment in Stage 1; and

(ii) a special privilege to use the Visitor Car Parking Spaces in Stage 1 according to the terms of this Common Property Rights By-Law.

(b) The Owners of Lots in Stage 2 have:

(i) exclusive use of the Visitor Car Parking Spaces in Stage 2 jointly with each other Owner of an Apartment in Stage 2; and

(ii) a special privilege to use the Visitor Car Parking Spaces in Stage 2 according to the terms of this Common Property Rights By-Law.

(c) The Owners of Lots in Stage 3 have:

(i) exclusive use of the Visitor Car Parking Spaces in Stage 3 jointly with each other Owner of an Apartment in Stage 3; and

(ii) a special privilege to use the Visitor Car Parking Spaces in Stage 3 according to the terms of this Common Property Rights By-Law.

(d) The Owners of Lots in Stage 4 have:

(i) exclusive use of the Visitor Car Parking Spaces in Stage 4 jointly with each other Owner of an Apartment in Stage 4; and

(ii) a special privilege to use the Visitor Car Parking Spaces in Stage 4 according to the terms of this Common Property Rights By-Law.

30.4 Your obligations

You must:

(a) comply with and any Rules made by the Committee about using the Visitor Car Parking Spaces;

(b) not park or stand any vehicle in a Visitor Car Parking Space; and

(c) not permit any other person to park or stand a vehicle in a Visitor Car Parking Space unless that person is a genuine visitor of yours and does not stay in your Apartment for more than consecutive two nights on any one occasion.

30.5 Maintaining the Visitor Car Parking Spaces

The Owners Corporation must maintain and repair the Visitor Car Parking Spaces.

30.6 Paying for the Visitor Car Parking Spaces

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 30.4 ("Maintaining the Visitor Car Parking Spaces") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

(a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and

(b) include your costs in your administrative fund or capital works fund contributions.

31 Exclusive use of the Car Wash Bays

31.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

31.2 Exclusive use rights

(a) The Owners of Lots in Stage 1 have:

(i) exclusive use of the Car Wash Bays in Stage 1 jointly with each other Owner of an Apartment in Stage 1; and

(ii) a special privilege to use the Car Wash Bays in Stage 1 according to the terms of this Common Property Rights

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

By-Law.

(b) The Owners of Lots in Stage 2 have:

- (i) exclusive use of the Car Wash Bays in Stage 2 jointly with each other Owner of an Apartment in Stage 2; and
- (ii) a special privilege to use the Car Wash Bays in Stage 2 according to the terms of this Common Property Rights By-Law.

(c) The Owners of Lots in Stage 3 have:

- (i) exclusive use of the Car Wash Bays in Stage 3 jointly with each other Owner of an Apartment in Stage 3; and
- (ii) a special privilege to use the Car Wash Bays in Stage 3 according to the terms of this Common Property Rights By-Law.

(d) The Owners of Lots in Stage 4 have:

- (i) exclusive use of the Car Wash Bays in Stage 4 jointly with each other Owner of an Apartment in Stage 4; and
- (ii) a special privilege to use the Car Wash Bays in Stage 4 according to the terms of this Common Property Rights By-Law.

31.3 Your obligations

If you want to use the Car Wash Bays, you must:

- (a) comply with any Rules made by the Committee about using the Carwash Bays;
- (b) not stand your vehicle in the Car Wash Bays for longer than is reasonable necessary to enable you to wash your vehicle and having regard to other Occupiers entitlement to use the Car Wash Bays;
- (c) not leave rubbish in the Car Wash Bays;
- (d) minimise your use of water when cleaning your vehicle;
- (e) only use environmentally friendly cleaning products; and
- (f) leave the Car Wash Bays in a clean and tidy condition.

31.4 Maintaining the Car Wash Bays

The Owners Corporation must maintain, repair and, where necessary, replace the Car Wash Bays.

31.5 Paying for the Car Wash Bays

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 31.4 ("Maintaining the Car Wash Bays") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

32 Agreement for supply of Embedded Network Services

32.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services Apartments and Common Property and for Camellia generally.

32.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

32.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

32.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period

Report Date: 16th February 2021

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- (a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

32.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- (b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.

32.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

33 Staging of the Building

33.1 Application of by-laws

- (a) These by-laws will apply to each Stage of the Building when the strata plan for each Stage is registered.
- (b) These by-laws will, from time to time, only apply to registered Stages of the Building.

33.2 Exemption from levies

- (a) Subject to paragraph (b), the Developer is exempt from the obligation to pay administrative fund or sinking fund levies to the Owners Corporation in respect of the Stage on each development lot until the strata plan for the relevant Stage is registered.
- (b) If the development lot is not separately rated for Council rates purposes, the Developer must pay the Owners

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

Corporation the proportional share of the Council rates fairly and appropriately allocated to the development lot having regard to the area of the development lot as a proportion of the area of the land comprising the registered Stage.

34 Notice board

34.1 Maintenance of notice board

The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.

34.2 If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

35 Rules

35.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

35.2 Changing Rules

Subject to these by-laws (including any exclusive use or special privilege rights of Owners and Occupiers), the Owners Corporation may add to or change the Rules at any time.

35.3 What are your obligations?

You must comply with the Rules.

35.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

36 How are consents given?

36.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

36.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

36.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

37 Failure to comply with by-laws



Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

37.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

37.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

37.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

38 Service of documents, applications and complaints

38.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the sender's computer or other electronic device used to send the e-mail.

38.2 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

39 How to interpret the by-laws

39.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air conditioning System includes, without limitation:

- (a) air handling units and equipment;
- (b) cables, conduits, pipes, wires, ducts, pumps and fan units; and
- (c) air conditioning condenser units.

Apartment means Lots 1 - 73 in the Strata Plan.

Balcony means a terrace or a balcony in an Apartment.

BBQ Area means the BBQ area or areas located in Stages 1 to 4, and includes associated plant and equipment in that area.

Building means the improvements in Strata Scheme SP91889, known as Peony Place.

Building A means the part of the Building that comprises of future lots and the Common Property areas within the Stage 4 component of Peony Place.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

Building B means the part of the Building that comprises of future lots and the Common Property areas within the Stage 4 component of Peony Place.

Building C means the part of the Building that comprises of future lots and the Common Property areas within the Stage 3 component of Peony Place.

Building D means the part of the Building that comprises of future lots and the Common Property areas within the Stage 3 component of Peony Place.

Building E means the part of the Building that comprises of future lots and the Common Property areas within the Stage 2 component of Peony Place.

Building F means the part of the Building that comprises of future lots and the Common Property areas within the Stage 2 component of Peony Place.

Building G means the part of the Building that comprises Lots 1 - 37 and the Common Property areas within the Stage 1 component of Peony Place.

Building H means the part of the Building that comprises Lots 38 - 73 and the Common Property areas within the Stage 1 component of Peony Place.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 14 ("Agreement with the Building Manager").

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls (including windows and doors in those walls), floor and ceiling enclosing your Lot; or
- (b) the structure of your Lot; or
- (c) the internal walls inside your Lot (eg a wall dividing two rooms in your Lot); or
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of your Lot.

Building Works do not include:

- (f) minor fit out works inside a Lot;
- (g) Cosmetic Work; and
- (h) works that you are entitled to carry out under a Common Property Rights By-Law.

Car Wash Bay means the car wash bay in each Stage, located on the basement level of the Stage.

Common Property means Common Property in the Building and personal property of the Owners Corporation.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

Council means Hills Shire Council.

Developer means BOILL (Aust) Pty Limited ACN 603 143 406.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

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

Development Approval means the Land and Environment Court's approval of development consent application No. DA 1121/2014/JP as modified, varied or amended.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Apartments in the Building, and includes associated equipment and fittings located within the Common Property.

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Embedded Network Service means the supply of any of:

- (i) electricity;
- (j) gas;
- (k) hot water;
- (l) chilled water;
- (m) potable water;
- (n) recycled water;
- (o) internet services;
- (p) mobile telephone signal distribution services; or
- (q) fibre communications.

Foyers, Corridors and Roof means the Common Property foyers and corridors in each Stage that are designated or intended to only provide access to and from Apartments in that Stage, including the entry doors, floors, walls and ceiling finishes (eg carpet, tiling and paint), and the roof or rooves of the building or buildings in the Stage.

Garbage Room means the garbage room in the basement level of each Stage that is designated for use by Apartments in that Stage, and includes the recycling bins, general waste bins, compactors and other equipment in or servicing that room.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Hot Water System means the Common Property hot water system in each Stage for the exclusive use of, and providing hot water to Apartments in that Stage, and includes

- (a) the external hot water unit the exclusively services the Stage; and
- (b) pipes, wires, cables, conduits and ducts which are located in Common Property and service Apartments in the Stage.

Initial Period has the same meaning as it does in the Management Act.

Intercom System means the inter-communication system between an Apartment and entry points to the Building, and includes, without limitation:

- (a) speakers, microphones, screens, cameras and keypad units at entry and other points;
- (b) software and computer hardware; and
- (c) cables, conduits, pipes, wires and ducts that are located in a lot or Common Property that exclusively service an Apartment.

Intercom Unit means the unit or units within or at an Apartment that includes some or all of a speaker, microphone, screen, camera and keypad that is connected to the Intercom System.

Inter-Lot Wall means a Common Property wall between two Lots.

Report Date: 16th February 2021



Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

Lifts means, for each Stage, the lifts in the buildings in the Stage. The Lifts include the lift motor rooms, the lift cars, all wires, cables and ducts for the operation of the lift.

Lot means a lot in the Strata Plan and any lots into which they are subdivided or resubdivided.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

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

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and
- (c) for a Common Property Rights By-Law, the owner(s) of the Lots(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners - Strata Plan No.91889.

Planning Act means the Environmental Planning and Assessment Act 1979.

Roof Terrace means the common property roof terrace area on the Level 4 of the Building, including all equipment, landscaping, finishes, furniture, fittings and equipment in the area.

Rules mean rules made by the Owners Corporation according to by-law 35 ("Rules").

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

Stage means a stage of the strata scheme, the proposed staging being:

- (r) Stage 1 - Building G and Building H comprising lots 1 - 73 in the Strata Plan;
- (s) Stage 2 - Building E and Building F to be created on subdivision of development lot 74 in the Strata Plan;
- (t) Stage 3 - Building C and Building D to be created on subdivision of development lot 75 in the Strata Plan; and
- (u) Stage 4 - Building A and Building B to be created on subdivision of development lot 76 in the Strata Plan.

Staging Plan means the plan indicating the proposed staging of the development of the Building which is Annexure A to these by-laws.

Strata Committee means the Strata Committee of the Owners Corporation.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means SP91889, being the strata plan for the Building registered over lot 38 in DP1241160.

Visitor Car Parking Spaces means the car spaces on basement level of each Stage designated for use by visitors.

39.2 References to certain terms

Strata Plan 91889**2-4 GERBERA PLACE KELLYVILLE**

Unless a contrary intention appears, a reference in the by-laws to:

- (a) (Management Act) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) (you) the word "you" means an Owner or Occupier; and
- (c) (by-laws) a by-law is a reference to the by-laws and Common Property Rights By-laws under the Management Act which are in force for the Building; and
- (d) (variations or replacement) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) (reference to statutes) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) (executors, administrators, successors) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) (singular includes plural) the singular includes the plural and vice versa; and
- (i) (meaning not limited) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

39.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

39.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

39.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

39.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

39.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

The Following are the Special By-laws registered with the scheme.**1 Parking By-Law****Registration Date: 16/02/2021****1. No Parking on Common Property by Owners and Occupiers Without Approval**

An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval

An owner of a lot must:

- (a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
- (b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

- (a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
- (b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor

A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces

Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

- (i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
- (ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
- (iii) recover as a debt from the owner or occupier in breach of this by-law:

(A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and

(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").

(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses

9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

Strata Plan 91889**2-4 GERBERA PLACE KELLYVILLE**

- (a) rectify the breach, and/or
 - (b) to the extent permitted by law, recover from the owner or occupier as a debt:
 - (i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and
 - (ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").
 - (c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;
- 9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.
- 9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

10. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

- (a) the owner's account with the owners corporation;
- (b) levy notices given to that owner; and
- (c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot; for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.

2 Recovery of Stationery Expenses**Registration Date: 16/02/2021****Intention**

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
 - 'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
 - 'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
 - 'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
 - 'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means
 - 'the Act' means the Strata Schemes Management Act 2015

Report Date: 16th February 2021

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

B) Rights and Obligation of Owners

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

3 Pre-Meeting & Electronic Voting

Registration Date: 16/02/2021

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

4 Minor Renovations By-Law

Registration Date: 16/02/2021

1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,
 - i. Installing a clothesline,
 - j. Installing a reverse cycle split system or ducted air-conditioning system,
 - k. Installing double or triple glazed windows,
 - l. Installing a heat pump or hot water service,
 - m. Installing ceiling, wall or floor insulation,
 - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
 - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
 - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
 - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners

Report Date: 16th February 2021

Strata Plan 91889

2-4 GERBERA PLACE KELLYVILLE

Corporation for determination at a general meeting.

vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.

viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

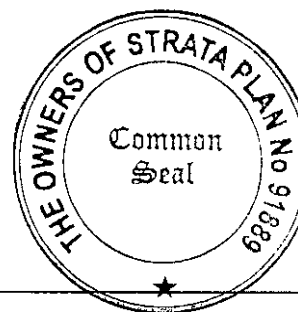
The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
- ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
- iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
- v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;

- i. The supply of a Dilapidation Report prior to the commencement of the works,
- ii. The supply of additional expert reports relevant to the proposed works,
- iii. Payment of a Bond before commencement of the works,
- iv. Conditions surrounding noise and proposed times of work,
- v. Provisions for cleaning and removal of debris,
- vi. Conditions surrounding access to common property for trades, equipment and vehicles.



By-Laws

Strata Plan 91889
2-4 GERBERA PLACE KELLYVILLE

vii. Any other matter relevant to the application.

5 Installation of Air-Conditioners

Registration Date: 16/02/2021

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
 - (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
 - (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
 - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (j) the air-conditioner and all filters must be regularly cleaned by the owner;
 - (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
2. In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

Report Date: 16th February 2021

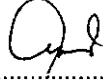
Approved Form 10

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 91889 was affixed 16/02/2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Name: **Anita Dalag of Netstrata**

Authority: **Appointed Managing Agent**



Lodger Details

Lodger Code 508387N
Name MOIRS LAW
Address 280 RAILWAY PDE
CARLTON 2218
Lodger Box 1W
Email CONSOLIDATIONS@MOIRSLAW.COM.AU
Reference 230011

Land Registry Document Identification

AU602667

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/SP91889	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP91889
Other legal entity

Meeting Date

11/09/2024

Repealed by-law No.

Details N/A

Added by-law No.

Details Special By-Laws 18, 19

Amended by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP91889

Signer Name JAMES WILLIAM MOIR

Signer Organisation MOIRS LAW PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 21/11/2024



By-Laws

Electronic signature of me, Andrew Tunks,
affixed by me, on 26/09/24 at 5:00 PM
Property & Stock Agent Act 2002 Licence No
1361054

Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

"Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration
Date: 04/07/2018

1 About the By-Laws

1.1 Purpose of the By-Laws

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

1.2 Who must comply with the By-Laws?

Owners and Occupiers must comply with the By-Laws. The Owners Corporation must comply with the By-Laws.

2 Common Property Rights By-Laws

2.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Law make Owners responsible for the Common Property that they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

2.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law.

2.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

2.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation (to the exclusion of others), the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.



Report Date: 26th September 2024



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

2.8 Additional insurances

In addition to your obligations under by-law 19 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

3 Your behaviour

3.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property or another Apartment; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

3.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law. The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4 You are responsible for others

4.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws; and
 - (b) make your visitors leave the Building if they do not comply with the by-laws; and
 - (c) take reasonable care about who you invite into the Building; and
 - (d) accompany your visitors at all times, except when they are entering or leaving the Building.
- You must not allow another person to do anything which you cannot do under the by-laws.

4.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

5 Your obligations

5.1 General obligations



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

You must:

- (a) keep your Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which service your Lot (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 18 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws about your Lot, including requirements of Government Agencies.

5.2 When will you need consent from the Owners Corporation?

(a) Subject to the by-laws, you must have consent from the Owners Corporation to:

- (i) carry out Building Works; or
- (ii) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of the Building; or
- (iii) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
- (iv) install insect screens on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
- (v) install an intruder alarm with an audible signal; or
- (vi) attach or hang an aerial or wires outside your Lot or the Building; or
- (vii) install an over-bonnet storage box in your car space; or
- (viii) store anything in your car space (other than a vehicle); or
- (ix) enclose your car space.

(b) When giving its consent, the Owners Corporation may give its consent subject to conditions that you must comply with.

5.3 Floor coverings

If you are an Owner of an Apartment, you must keep the floors in your Apartment covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

5.4 Changing floor coverings

You must have consent from the Owners Corporation to change, remove or interfere with floor coverings in your Apartment or to change, remove or interfere with treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. When seeking consent to change, replace or interfere with floor coverings or acoustic treatments you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. The Owners Corporation must not unreasonably withhold or delay its consent. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 5.4.

5.5 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Lot.

5.6 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or off-white or another colour approved by the Owners Corporation. Window coverings in your Apartment must be of a type and quality that does not detrimentally affect the operation of an air conditioning unit servicing your apartment or the energy efficiency of the Building. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

5.7 Insect screens

You must have consent from the Owners Corporation to install insect screens that are visible from outside your Lot



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

or the Building. If you have consent, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh.

5.8 Sun shades

You may not install any sun shade, sun blind, awning or other sun shading device to the exterior of your Apartment.

5.9 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Lot, over balustrades or in an area that is visible from outside your Lot.

5.10 Cleaning external louvre screens and windows

Subject to by-law 5.11 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

5.11 Rights of the Owners Corporation to clean external louvre screens and windows

The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 5.10 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

5.12 Common Property areas

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

5.13 Access to Common Property

You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building facade and windows) that is accessible through your Apartment.

5.14 Rights of the Owners Corporation to access Lots

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

5.15 Television antennae

You must not install a television antenna, satellite dish or other aerial to the exterior of your Lot or on any part of the Building.

5.16 False alarms

If you or anyone in your Lot do anything that causes an emergency alarm to be activated and an emergency service (such as a fire fighting service) to be dispatched to the Building in circumstances where there is no emergency, you will be responsible to reimburse the Owners Corporation on demand for any false alarm or similar fee rendered to the Owners Corporation.

5.17 Occupancy limits

You must not:

- (a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;
- (b) permit any bedroom in your Apartment to be occupied by more than two adults; and
- (c) have more than two beds (other than children's beds or bassinets) in any bedroom.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to your Apartment for the purpose of monitoring compliance with this by-law.

5.18 Noise

Without limiting any other by-law, between the hours of 10.00pm and 9.00am on each day of the week you must not generate noise of any kind that is audible from another Apartment.

6 Keeping an animal

Standard By-Law 6 was repealed by the Owners Corporation on 14/09/2022

7 Erecting a sign

7.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

7.2 The Developer

The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment that you do not own.

8 Fire control

8.1 What are your obligations?

You may keep flammable materials in your Lot only if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

8.2 Fire control laws

You and the Owners Corporation must comply with laws about fire control.

8.3 Restrictions about fire safety

(a) You must not:

- (i) keep flammable materials on Common Property; or
- (ii) interfere with fire safety equipment; or
- (iii) obstruct fire stairs or fire escapes; or
- (iv) keep flammable materials in your car space.

(b) The Owners Corporation must;

- (i) not install or keep combustible furniture or furnishings in the entry foyer or corridors in the Building; and
- (ii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times.

9 Car spaces and storage spaces

9.1 What are your obligations?

If you have a car space or a storage space you must:

- (a) provide the Owners Corporation with access to your car space or storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws:



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

- (b) keep your car space or storage space clean and tidy;
- (c) use your car space or storage space only for lawful purposes;
- (d) keep the car space or storage space free of vermin;
- (e) not enclose your car space;
- (f) not keep dangerous, noxious or inflammable items, materials or liquids in the car space or storage space
- (g) not stack or have items in your storage space higher than 1 metre below the concrete soffit above your storage space or within 500mm of any sprinkler head; and
- (h) repair and make good any damage you cause to the car space or storage space.

9.2 Parking barriers

- (a) You may install a parking barrier to prevent access to your car space provided:
 - (i) it is of a type and colour approved by the Owners Corporation;
 - (ii) it is located in a position that it does not, in any position, protrude beyond your car space;
 - (iii) you keep the parking barrier in good order and condition;
 - (iv) you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.
- (b) When you install your parking barrier you must not damage Common Property other than by penetrating the floor slab to the extent necessary to insert the standard bolts that are part of approved parking barriers.
- (c) When you remove the parking barrier you must make good any damage to Common Property caused by the installation, use or removal of the parking barrier.

9.3 Over-bonnet storage boxes

If the Owners Corporation gives you consent to install an over-bonnet storage box in your car space:

- (a) it must comply with the Owners Corporation's requirements about the specification, size and colour of the storage box;
- (b) you must comply with any conditions imposed by the Owners Corporation; and
- (c) you must keep your storage box in good repair and condition.

9.4 Maintenance of storage cages

You must, at your cost, keep your storage cage fence in good repair and condition. If the fence on any side of your storage cage is shared by another storage cage, you and the Owner of the lot that includes that storage cage have the exclusive use of that fence and are jointly responsible for the cost of the repair, maintenance and replacement of that fence.

10 Controlling traffic and parking on Common Property

10.1 Controlling traffic

In addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Building.

10.2 Parking on Common Property

- (a) You must not stand or park vehicles on Common Property including Common Property driveways.
- (b) If you or a visitor of yours parks a car in contravention of the by-laws or in a car space that is not your car space, the Owners Corporation will be entitled to remove the relevant car and recover any removal and storage expenses from you as a debt.

11 How to dispose of your garbage



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

11.1 Making rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building.

11.2 General obligations

(a) Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (i) on Common Property; or
- (ii) in an area of your Lot which is visible from outside your Lot; or
- (iii) in your car space.

(b) If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

11.3 What are your obligations?

You must:

- (a) comply with and any Rules made by the Owners Corporation about using the Garbage Room; and
- (b) place your household garbage in the garbage receptacle in the part of the Garbage Room designated by the Owners Corporation for that purpose; and
- (c) drain and securely wrap your household garbage before you place it in the Garbage Room; and
- (d) leave your other garbage and recyclable materials in the area or receptacle in the part of the Garbage Room designated by the Owners Corporation for that purpose; and
- (e) recycle your garbage according to instructions from the Owners Corporation and Council; and
- (f) place your recyclable waste in the Recycled Waste Room; and
- (g) drain and clean bottles and make sure they are not broken before you place them in the Garbage Room; and
- (h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

11.4 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

11.5 Maintaining the Garbage Rooms

The Owners Corporation must:

- (a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments; and
- (b) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the strata scheme (including mechanical equipment associated with the garbage chutes; and
- (c) maintain, clean and repair the Garbage Rooms; and
- (d) regularly remove filled receptacles from the Garbage Rooms and replace them with empty receptacles; and
- (e) regularly clean, maintain, repair and, where necessary, replace the Garbage Room and the garbage and recycling receptacles; and
- (f) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room; and
- (g) transport receptacles from the Garbage Room to the garbage collection point for collection Council and transport them back to the Garbage Rooms; and
- (h) arrange for the removal of garbage and recycling material from the Building; and
- (i) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

12 Carrying out Building Works



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

12.1 When do you need consent?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- (b) If your Building Works are Minor Renovations, the consent from the Owners Corporation will be given by a simple majority resolution of the Owners Corporation.
- (c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- (d) Cosmetic Works do not need consent from the Owners Corporation.

12.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 7 ("Erecting a sign"); or
 - (b) alter or remove an Inter-Lot Wall according to by-law 13 ("Inter-Lot Walls and Internal Walls"); or
 - (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.
- However, you must comply with by-laws 12.3 ("Procedures before you carry out Building Works") and 12.8 (Procedures when you carry out Building Works) to 12.11 ("Bond") when you carry out the Building Works under By-Laws 12.2 (a), (b) or (c).

12.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) find out where service lines and pipes are located, including by making your initial enquiries with the Building Manager or the Owners Corporation if there is no Building Manager; and
- (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and
- (e) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 12 before you carry out Building Works.

12.4 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

- (a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Strata Building Works comply with the theme of the Building.

12.5 Requests for further information

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

12.6 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

- (a) the theme of the Building;
- (b) the suitability and quality of the proposed Building Works;
- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

12.7 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

the conditions.

(b) The Owners Corporation must:

- (i) make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
- (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

12.8 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

12.9 Obligations when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

12.10 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

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

2.11 Bond

If you have paid a bond in accordance with by-law 12.3(e) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

13 Inter-Lot Walls and Internal Walls

13.1 When may you alter or remove an Inter-Lot Wall?

Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:

- (a) in the case of an Inter-Lot Wall, you own the Lots separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Lot; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that:
 - (i) the wall is not a structural wall; and
 - (ii) the proposed work and the method of carrying out the work will not adversely affect Common Property or other



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Lots (including services to those Lots); and

(d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall.

13.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall provided that you comply with the requirements of by-law 13.1 ("When may you alter or remove an Inter-Lot Wall or an Internal Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Lot Wall or an Internal Wall.

13.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Lot Wall or an Internal Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 13.1 ("When may you alter or remove an Inter-Lot Wall or an Internal Wall?"); and
- (b) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (c) comply with by-laws 12.3 ("Procedures before you carry out Building Works") and by-laws 12.8 ("Procedures when you carry out Building Works") to 12. 11 ("Bond");
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate a removed Inter-Lot Wall; and
- (e) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

14 Agreement with the Building Manager

14.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

14.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

14.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

14.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other maximum period permitted by law); and
- (b) the Owners Agreement may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

14.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

14.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

14.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services; and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) providing concierge services to the Owners Corporation, Owners and Occupiers; and
- (i) supervising employees and contractors of the Owners Corporation; and
- (j) supervising the Building generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

14.8 No interference

You must not:

- (a) interfere with or stop the Building Manager performing its duties; or
- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

14.9 Access

You must give the Building Manager reasonable access at reasonable times to your Lot or your exclusive use area to enable the Building Manager to perform its duties.

15 Services Provided by the Owners Corporation

15.1 Services

The Owners Corporation has the power to supply services to each Lot including hot and cold water, gas, electricity, air conditioning condenser water, telephone, television and other communications.

15.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

15.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

16 Licences

16.1 Powers of the Owners Corporation

The owners corporation has the power to grant licences to owners and occupiers to use parts of common property. The owners corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

16.2 What provisions may a licence include?

Licences the owners corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

17 The Balcony of your Apartment

17.1 What may you keep on your Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on your Balcony if:

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with, or that compliments, the standard of the Building; or
- (c) it will not (or is not likely to) cause damage; or
- (d) it is not (or is not likely to become) dangerous.

17.2 Access to Balconies

To enable the Owners Corporation to inspect, clean, maintain, repair or replace Common Property (including the Common Property building facade and windows), you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

17.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from your Balcony that are not Common Property.

17.4 Enclosing a Balcony

You must have consent from the Owners Corporation and Government Agencies to enclose your Balcony.

17.5 Facade access

You must give the Owners Corporation and its contractors access to your Balcony for the purpose of cleaning, maintaining and repairing the Building facade.

18 Storing and operating a barbeque

18.1 Barbeques on your Balcony

You may store and operate a portable barbeque on your Balcony if:

- (a) it is a type permitted under this by-law 19; and
- (b) it will not detract from the outward appearance of the Building;
- (c) it will not (or is not likely to) cause damage or injury; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

18.2 Permitted barbeques

You may store and operate the following types of portable barbeques on your Balcony:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

18.3 Hours of operation

You may only operate your barbeque during the hours of 8:00 am and 10:00 pm (or during other hours approved by the Owners Corporation).

18.4 No nuisance

When you use a barbeque, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

19 Moving in or out of your Apartment

19.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of the Building or move large articles (eg furniture) through Common Property.

19.2 What are your obligations?

When you take deliveries or move furniture or goods through the Building (including the delivery of stocks and goods), you must:

- (a) not move furniture or large items through the entry foyer of the Building;
- (b) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (c) comply with the reasonable requirements of the Owners Corporation about the time of your move and the days of the week on which you may move, which may exclude Sundays or public holidays;
- (d) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 19 before you take deliveries or move furniture or goods through the Building;
- (e) if required by the Owners Corporation, give the Owners Corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building;
- (f) repair any damage you (or the person making the delivery) cause to Common Property; and
- (g) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

19.3 Bond

If you have paid a bond in accordance with by-law 19.2(d) and:

- (a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
- (b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

19.4 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

- (a) make arrangements with the Building Manager when you move in or out of the Building; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

20 Damage to Common Property

20.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

20.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

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

21 Insurance premiums

21.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

21.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

22 Security at the Building

22.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

22.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio security cameras and other audio surveillance equipment for the security of the Building.

22.3 Restricting access to Common Property

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

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to levels in the Building where you do not own or occupy a Lot or have access to according to a Common Property Rights By-law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

22.4 What are your obligations?

You must not:

- (a) interfere with any security system and associated equipment installed in the Building; or
- (b) do anything that might prejudice the security or safety of the Building.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

23 Security Keys

23.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 22 ("Security at the Building").

23.2 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

23.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

23.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) if you are in breach of the by-laws relating to access to and use of the car park in the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding; and
- (d) charge you a fee for the recoding of your Security Keys; and
- (e) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

23.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
- (c) give a Security Key to someone who is not an Owner or Occupier.

23.7 Procedures if you lease your Lot

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

24 BBQ Area

24.1 Conditions for using the BBQ Area

- (a) You and your visitors may use the BBQ Area. You must accompany your visitors when they are in the BBQ Area.
- (b) You and your visitors may use the BBQ Area only during the hours of 8.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).
- (c) You must:
 - (i) comply with any Rules about the number of visitors they may bring into the BBQ Area at the same time;
 - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the BBQ Area; and
 - (iii) be adequately clothed when they are in the BBQ Area.
- (d) You must not:
 - (i) bring glass objects or glass drinking glasses into the BBQ Area;
 - (ii) be noisy or do anything that might be dangerous while you are in the BBQ Area; or
 - (iii) do anything that may damage equipment in the BBQ Area.
- (e) You must have consent from the Owners Corporation to hold parties or other functions in the BBQ Area.

24.2 Maintaining and paying for the BBQ Area

The Owners Corporation must maintain, repair and, where necessary, replace the BBQ Area.

24.3 Security and access

The Owners Corporation may lock or secure the BBQ Area by Security Key. The Owners Corporation must give you a Security Key to the BBQ Area and may charge a fee for additional or replacement Security Keys.

25 Roof Terrace

25.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

25.2 Exclusive use rights

- (a) The Owners of Lots in Stage 1 have:
 - (i) exclusive use of the Roof Terrace in Stage 1 jointly with each other Owner of an Apartment in Stage 1; and
 - (ii) a special privilege to use the Roof Terrace in Stage 1 according to the terms of this Common Property Rights By-Law.
- (b) The Owners of Lots in Stage 2 have:
 - (i) exclusive use of the Roof Terrace in Stage 2 jointly with each other Owner of an Apartment in Stage 2; and
 - (ii) a special privilege to use the Roof Terrace in Stage 2 according to the terms of this Common Property Rights By-Law.
- (c) The Owners of Lots in Stage 3 have:
 - (i) exclusive use of the Roof Terrace in Stage 3 jointly with each other Owner of an Apartment in Stage 3; and
 - (ii) a special privilege to use the Roof Terrace in Stage 3 according to the terms of this Common Property Rights By-Law.
- (d) The Owners of Lots in Stage 4 have:
 - (i) exclusive use of the Roof Terrace in Stage 4 jointly with each other Owner of an Apartment in Stage 4; and
 - (ii) a special privilege to use the Roof Terrace in Stage 4 according to the terms of this Common Property Rights By-Law.

25.3 Interpreting this by-law



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

25.4 Maintaining the Roof Terrace

The Owners Corporation must clean, maintain, repair and, where necessary, replace the surface, lights fixtures and fittings located in the Roof Terrace.

25.5 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 25.4 ("Maintaining the Roof Terrace") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage.

25.6 Your obligations

- (a) You and your visitors may use the Roof Terrace. You must accompany your visitors when they use the Roof Terrace.
- (b) You may use the Roof Terrace only between the hours of 7.00am and 10.30pm and on any day of the week.
- (c) You must:
 - (i) when using the Roof Terrace, keep it clean and tidy;
 - (ii) use the Roof Terrace only for lawful purposes;
 - (iii) be adequately clothed when you are in the Roof Terrace Area;
 - (iv) use the Roof Terrace having due regard to the entitlement of other Occupiers to use the Roof Terrace so that each entitled Occupier has a reasonable opportunity to use the Roof Terrace Area;
 - (v) comply with any Rules made by the Owners Corporation about the use of the Roof Terrace, including any Rules about reservations.
 - (vi) comply with any Rules about the number of visitors you may bring into the Roof Terrace at the same time; and
 - (vii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Roof Terrace.
- (d) You must not:
 - (i) bring glass objects or glass drinking glasses into the Roof Terrace;
 - (ii) interfere with or adjust the settings of any equipment in the Roof Terrace;
 - (iii) do anything that damages or might damage any equipment or furniture in the Roof Terrace;
 - (iv) do anything in the Roof Terrace that causes a nuisance to Occupiers in the Building or generates noise that is audible within any Apartment;
 - (v) operate any audio or audio visual equipment in the Roof Terrace at a volume that is audible within any Apartment between the hours of 10.00pm and 9.00am on any day of the week; or
 - (vi) leave garbage in the Roof Terrace.
- (e) You must have consent from the Owners Corporation to:
 - (i) hold parties or other functions (including exercise classes) in the Roof Terrace; or
 - (ii) interfere, operate or adjust the settings of any equipment in the Roof Terrace.

25.7 Booking the use of the Roof Terrace

If you wish to hold a party or function in the Roof Terrace you must book the use of the Roof Terrace through the Building Manager. The Owners Corporation may make Rules about booking and using the Roof Terrace.

25.8 Bond

As a condition of giving you consent to hold a party or function in the Roof Terrace, the Owners Corporation may require you to pay a bond (as determined by the Owners Corporation) before you use the Roof Terrace. If you have paid a bond and if there is any damage to the Roof Terrace or the Building as a consequence of or arising from the holding of your party or function, the Owners Corporation (or the Building Manager on behalf of the Owners Corporation) may use the bond to pay the reasonable costs of repair of the damage. If the bond does not cover the costs of repairing the damage, you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to the Roof Terrace or



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

the Building as a result of your party or function, the Owners Corporation will refund your damage bond as soon as reasonably practicable after your party or function.

26 Exclusive use of Intercom Units

26.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

26.2 Intercom for Apartments

There is a separate Intercom Unit in each Apartment. Intercom Units are connected to the Intercom System for the Building. The Intercom System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

26.3 Exclusive use rights

To the extent that Intercom Units comprise Common Property, each Owner has exclusive use of the Intercom Unit in their Apartment.

26.4 Interpreting this by-

(a) The Owners of Lots in Stage 1 have:

- (i) exclusive use of that part of the Intercom System which exclusively services Apartments in Stage 1; and
- (ii) the special privilege to be connected to and use that part of the Intercom System which exclusively services Apartments in Stage 1.

(b) The Owners of Lots in Stage 2 have:

- (i) exclusive use of that part of the Intercom System which exclusively services Apartments in Stage 2; and
- (ii) the special privilege to be connected to and use that part of the Intercom System which exclusively services Apartments in Stage 2.

(c) The Owners of Lots in Stage 3 have:

- (i) exclusive use of that part of the Intercom System which exclusively services Apartments in Stage 3; and
- (ii) the special privilege to be connected to and use that part of the Intercom System which exclusively services Apartments in Stage 3.

(d) The Owners of Lots in Stage 4 have:

- (i) exclusive use of that part of the Intercom System which exclusively services Apartments in Stage 4; and
- (ii) the special privilege to be connected to and use that part of the Intercom System which exclusively services Apartments in Stage 4.

26.5 What are your obligations?

You are responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Intercom Unit in your Apartment. When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

26.6 Maintaining Intercom Units

You are responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Intercom Unit in your Apartment. When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

26.7 Paying for Intercom Units

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Intercom Unit, you must pay those costs. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

(b) include your costs in your administrative fund or capital works fund contributions.

26.8 Maintaining the Intercom System

The Owners Corporation must operate, maintain, repair and, where necessary, replace the Intercom System.

26.9 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 26.B ("Maintaining the Intercom System") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

27 Exclusive use of the Hot Water System

27.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

27.2 Exclusive use rights

(a) The Owners of Lots in Stage 1 have:

- (i) exclusive use of that part of the Hot Water System which exclusively services Apartments in Stage 1; and
- (ii) the special privilege to connect to and use that part of the Hot Water System which exclusively services Apartments in Stage 1.

(b) The Owners of Lots in Stage 2 have:

- (i) exclusive use of that part of the Hot Water System which exclusively services Apartments in Stage 2; and
- (ii) the special privilege to connect to and use that part of the Hot Water System which exclusively services Apartments in Stage 2.

(c) The Owners of Lots in Stage 3 have:

- (i) exclusive use of that part of the Hot Water System which exclusively services Apartments in Stage 3; and
- (ii) the special privilege to connect to and use that part of the Hot Water System which exclusively services Apartments in Stage 3.

(d) The Owners of Lots in Stage 4 have:

- (i) exclusive use of that part of the Hot Water System which exclusively services Apartments in Stage 4; and
- (ii) the special privilege to connect to and use that part of the Hot Water System which exclusively services Apartments in Stage 4.

27.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means, for each Stage, each of the Owners of Lots in that Stage.

27.4 Maintaining the Hot Water System

The Owners Corporation must operate, maintain, repair and, where necessary, replace the Hot Water System.

27.5 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 27.4 ("Maintaining the Hot Water System") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

28 Exclusive use of the Lifts



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

28.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

28.2 Exclusive use rights

(a) The Owners of Lots in Stage 1 have:

- (i) exclusive use of that part of the Lift which exclusively services Apartments in Stage 1; and
- (ii) the special privilege to connect to and use that part of the Lift which exclusively services Apartments in Stage 1.

(b) The Owners of Lots in Stage 2 have:

- (i) exclusive use of that part of the Lift which exclusively services Apartments in Stage 2; and
- (ii) the special privilege to connect to and use that part of the Lift which exclusively services Apartments in Stage 2.

(c) The Owners of Lots in Stage 3 have:

- (i) exclusive use of that part of the Lift which exclusively services Apartments in Stage 3; and
- (ii) the special privilege to connect to and use that part of the Lift which exclusively services Apartments in Stage 3.

(d) The Owners of Lots in Stage 4 have:

- (i) exclusive use of that part of the Lift which exclusively services Apartments in Stage 4; and
- (ii) the special privilege to connect to and use that part of the Lift which exclusively services Apartments in Stage 4.

28.3 Interpreting this by-law

In this Common Property Rights By-Law, for each Stage, "you" means each of the Owners of Lots in that Stage.

The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and include your costs in your administrative fund or capital works fund contributions.

28.4 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace the Lifts.

28.5 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 28.4 ("Maintaining the Lifts") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

29 Exclusive use of Foyers, Corridors and Roof

29.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

29.2 Exclusive use rights

(a) The Owners of Lots in Stage 1 have:

- (i) exclusive use of the Foyers, Corridors and Roof in Stage 1 jointly with each other Owner of an Apartment in Stage 1; and

- (ii) a special privilege to use the Foyers, Corridors and Roof in Stage 1 according to the terms of this Common Property Rights By-Law.

(b) The Owners of Lots in Stage 2 have:



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

- (i) exclusive use of the Foyers, Corridors and Roof in Stage 2 jointly with each other Owner of an Apartment in Stage 2; and
- (ii) a special privilege to use the Foyers, Corridors and Roof in Stage 2 according to the terms of this Common Property Rights By-Law.
- (c) The Owners of Lots in Stage 3 have:
 - (i) exclusive use of the Foyers, Corridors and Roof in Stage 3 jointly with each other Owner of an Apartment in Stage 3; and
 - (ii) a special privilege to use the Foyers, Corridors and Roof in Stage 3 according to the terms of this Common Property Rights By-Law.
- (d) The Owners of Lots in Stage 4 have:
 - (i) exclusive use of the Foyers, Corridors and Roof in Stage 4 jointly with each other Owner of an Apartment in Stage 4; and
 - (ii) a special privilege to use the Foyers, Corridors and Roof in Stage 4 according to the terms of this Common Property Rights By-Law.

29.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

29.4 Maintaining the Foyers, Corridors and Roof

The Owners Corporation must clean, maintain, repair and, where necessary, replace the surface, lights fixtures and fittings located in the Foyers, Corridors and Roof.

29.5 Paying for costs

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 29.4 ("Maintaining the Foyers, Corridors and Roof") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

30 Exclusive use of the Visitor Car Parking Spaces

30.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

30.2 Visitor Parking

- (a) There are [14] Visitor Car Parking Spaces within the Buildings in each Stage. This Common Property Rights By-law applies to those Visitor Car Parking Spaces.
- (b) There are visitor parking spaces in the Common Property driveway. This Common Property Rights By-law does not apply to those visitor parking spaces.

30.3 Exclusive use rights

- (a) The Owners of Lots in Stage 1 have:
 - (i) exclusive use of the Visitor Car Parking Spaces in Stage 1 jointly with each other Owner of an Apartment in Stage 1; and
 - (ii) a special privilege to use the Visitor Car Parking Spaces in Stage 1 according to the terms of this Common Property Rights By-Law.
- (b) The Owners of Lots in Stage 2 have:
 - (i) exclusive use of the Visitor Car Parking Spaces in Stage 2 jointly with each other Owner of an Apartment in Stage 2; and



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

(ii) a special privilege to use the Visitor Car Parking Spaces in Stage 2 according to the terms of this Common Property Rights By-Law.

(c) The Owners of Lots in Stage 3 have:

(i) exclusive use of the Visitor Car Parking Spaces in Stage 3 jointly with each other Owner of an Apartment in Stage 3; and

(ii) a special privilege to use the Visitor Car Parking Spaces in Stage 3 according to the terms of this Common Property Rights By-Law.

(d) The Owners of Lots in Stage 4 have:

(i) exclusive use of the Visitor Car Parking Spaces in Stage 4 jointly with each other Owner of an Apartment in Stage 4; and

(ii) a special privilege to use the Visitor Car Parking Spaces in Stage 4 according to the terms of this Common Property Rights By-Law.

30.4 Your obligations

You must:

(a) comply with and any Rules made by the Committee about using the Visitor Car Parking Spaces;

(b) not park or stand any vehicle in a Visitor Car Parking Space; and

(c) not permit any other person to park or stand a vehicle in a Visitor Car Parking Space unless that person is a genuine visitor of yours and does not stay in your Apartment for more than consecutive two nights on any one occasion.

30.5 Maintaining the Visitor Car Parking Spaces

The Owners Corporation must maintain and repair the Visitor Car Parking Spaces.

30.6 Paying for the Visitor Car Parking Spaces

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 30.4 ("Maintaining the Visitor Car Parking Spaces") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

(a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and

(b) include your costs in your administrative fund or capital works fund contributions.

31 Exclusive use of the Car Wash Bays

31.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

31.2 Exclusive use rights

(a) The Owners of Lots in Stage 1 have:

(i) exclusive use of the Car Wash Bays in Stage 1 jointly with each other Owner of an Apartment in Stage 1; and

(ii) a special privilege to use the Car Wash Bays in Stage 1 according to the terms of this Common Property Rights By-Law.

(b) The Owners of Lots in Stage 2 have:

(i) exclusive use of the Car Wash Bays in Stage 2 jointly with each other Owner of an Apartment in Stage 2; and

(ii) a special privilege to use the Car Wash Bays in Stage 2 according to the terms of this Common Property Rights By-Law.

(c) The Owners of Lots in Stage 3 have:

(i) exclusive use of the Car Wash Bays in Stage 3 jointly with each other Owner of an Apartment in Stage 3; and

(ii) a special privilege to use the Car Wash Bays in Stage 3 according to the terms of this Common Property Rights By-Law.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

(d) The Owners of Lots in Stage 4 have:

- (i) exclusive use of the Car Wash Bays in Stage 4 jointly with each other Owner of an Apartment in Stage 4; and
- (ii) a special privilege to use the Car Wash Bays in Stage 4 according to the terms of this Common Property Rights By-Law.

31.3 Your obligations

If you want to use the Car Wash Bays, you must:

- (a) comply with any Rules made by the Committee about using the Carwash Bays;
- (b) not stand your vehicle in the Car Wash Bays for longer than is reasonable necessary to enable you to wash your vehicle and having regard to other Occupiers entitlement to use the Car Wash Bays;
- (c) not leave rubbish in the Car Wash Bays;
- (d) minimise your use of water when cleaning your vehicle;
- (e) only use environmentally friendly cleaning products; and
- (f) leave the Car Wash Bays in a clean and tidy condition.

31.4 Maintaining the Car Wash Bays

The Owners Corporation must maintain, repair and, where necessary, replace the Car Wash Bays.

31.5 Paying for the Car Wash Bays

For each Stage, each Owner of an Apartment must pay the costs of the Owners Corporation under by-law 31.4 ("Maintaining the Car Wash Bays") in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Apartments in the Stage. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

32 Agreement for supply of Embedded Network Services

32.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services Apartments and Common Property and for Camellia generally.

32.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

32.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

32.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- (a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;

(d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and

(e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

32.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

(a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;

(b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and

(c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.

32.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

(a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

33 Staging of the Building

33.1 Application of by-laws

(a) These by-laws will apply to each Stage of the Building when the strata plan for each Stage is registered.

(b) These by-laws will, from time to time, only apply to registered Stages of the Building.

33.2 Exemption from levies

(a) Subject to paragraph (b), the Developer is exempt from the obligation to pay administrative fund or sinking fund levies to the Owners Corporation in respect of the Stage on each development lot until the strata plan for the relevant Stage is registered.

(b) If the development lot is not separately rated for Council rates purposes, the Developer must pay the Owners Corporation the proportional share of the Council rates fairly and appropriately allocated to the development lot having regard to the area of the development lot as a proportion of the area of the land comprising the registered Stage.

34 Notice board

34.1 Maintenance of notice board

The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Property for the purpose of communicating with you.

34.2 If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

35 Rules

35.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

35.2 Changing Rules

Subject to these by-laws (including any exclusive use or special privilege rights of Owners and Occupiers), the Owners Corporation may add to or change the Rules at any time.

35.3 What are your obligations?

You must comply with the Rules.

35.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

36 How are consents given?

36.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

36.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

36.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

37 Failure to comply with by-laws

37.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

37.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

your cost; and

(b) pay the Owners Corporation for its costs for doing the work.

37.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

38 Service of documents, applications and complaints

38.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the e-mail.

38.2 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

39 How to interpret the by-laws

39.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air conditioning System includes, without limitation:

- (a) air handling units and equipment;
- (b) cables, conduits, pipes, wires, ducts, pumps and fan units; and
- (c) air conditioning condenser units.

Apartment means Lots 1 - 73 in the Strata Plan.

Balcony means a terrace or a balcony in an Apartment.

BBQ Area means the BBQ area or areas located in Stages 1 to 4, and includes associated plant and equipment in that area.

Building means the improvements in Strata Scheme SP91889, known as Peony Place.

Building A means the part of the Building that comprises of future lots and the Common Property areas within the Stage 4 component of Peony Place.

Building B means the part of the Building that comprises of future lots and the Common Property areas within the Stage 4 component of Peony Place.

Building C means the part of the Building that comprises of future lots and the Common Property areas within the Stage 3 component of Peony Place.

Building D means the part of the Building that comprises of future lots and the Common Property areas within the Stage 3 component of Peony Place.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Building E means the part of the Building that comprises of future lots and the Common Property areas within the Stage 2 component of Peony Place.

Building F means the part of the Building that comprises of future lots and the Common Property areas within the Stage 2 component of Peony Place.

Building G means the part of the Building that comprises Lots 1 - 37 and the Common Property areas within the Stage 1 component of Peony Place.

Building H means the part of the Building that comprises Lots 38 - 73 and the Common Property areas within the Stage 1 component of Peony Place.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 14 ("Agreement with the Building Manager").

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls (including windows and doors in those walls), floor and ceiling enclosing your Lot; or
- (b) the structure of your Lot; or
- (c) the internal walls inside your Lot (eg a wall dividing two rooms in your Lot); or
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of your Lot.

Building Works do not include:

- (f) minor fit out works inside a Lot;
- (g) Cosmetic Work; and
- (h) works that you are entitled to carry out under a Common Property Rights By-Law.

Car Wash Bay means the car wash bay in each Stage, located on the basement level of the Stage.

Common Property means Common Property in the Building and personal property of the Owners Corporation.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

Council means Hills Shire Council.

Developer means BOILL (Aust) Pty Limited ACN 603 143 406.

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

Development Approval means the Land and Environment Court's approval of development consent application No. DA 1121/2014/JP as modified, varied or amended.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Apartments in the Building, and includes associated equipment and fittings located within the Common Property.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Embedded Network Service means the supply of any of:

- (i) electricity;
- (j) gas;
- (k) hot water;
- (l) chilled water;
- (m) potable water;
- (n) recycled water;
- (o) internet services;
- (p) mobile telephone signal distribution services; or
- (q) fibre communications.

Foyers, Corridors and Roof means the Common Property foyers and corridors in each Stage that are designated or intended to only provide access to and from Apartments in that Stage, including the entry doors, floors, walls and ceiling finishes (eg carpet, tiling and paint), and the roof or rooves of the building or buildings in the Stage.

Garbage Room means the garbage room in the basement level of each Stage that is designated for use by Apartments in that Stage, and includes the recycling bins, general waste bins, compactors and other equipment in or servicing that room.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Hot Water System means the Common Property hot water system in each Stage for the exclusive use of, and providing hot water to Apartments in that Stage, and includes

- (a) the external hot water unit the exclusively services the Stage; and
- (b) pipes, wires, cables, conduits and ducts which are located in Common Property and service Apartments in the Stage.

Initial Period has the same meaning as it does in the Management Act.

Intercom System means the inter-communication system between an Apartment and entry points to the Building, and includes, without limitation:

- (a) speakers, microphones, screens, cameras and keypad units at entry and other points;
- (b) software and computer hardware; and
- (c) cables, conduits, pipes, wires and ducts that are located in a lot or Common Property that exclusively service an Apartment.

Intercom Unit means the unit or units within or at an Apartment that includes some or all of a speaker, microphone, screen, camera and keypad that is connected to the Intercom System.

Inter-Lot Wall means a Common Property wall between two Lots.

Lifts means, for each Stage, the lifts in the buildings in the Stage. The Lifts include the lift motor rooms, the lift cars, all wires, cables and ducts for the operation of the lift.

Lot means a lot in the Strata Plan and any lots into which they are subdivided or resubdivided.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

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

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and
- (c) for a Common Property Rights By-Law, the owner(s) of the Lots(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners - Strata Plan No.91889.

Planning Act means the Environmental Planning and Assessment Act 1979.

Roof Terrace means the common property roof terrace area on the Level 4 of the Building, including all equipment, landscaping, finishes, furniture, fittings and equipment in the area.

Rules mean rules made by the Owners Corporation according to by-law 35 ("Rules").

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

Stage means a stage of the strata scheme, the proposed staging being:

- (r) Stage 1 - Building G and Building H comprising lots 1 - 73 in the Strata Plan;
- (s) Stage 2 - Building E and Building F to be created on subdivision of development lot 74 in the Strata Plan;
- (t) Stage 3 - Building C and Building D to be created on subdivision of development lot 75 in the Strata Plan; and
- (u) Stage 4 - Building A and Building B to be created on subdivision of development lot 76 in the Strata Plan.

Staging Plan means the plan indicating the proposed staging of the development of the Building which is Annexure A to these by-laws.

Strata Committee means the Strata Committee of the Owners Corporation.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means SP91889, being the strata plan for the Building registered over lot 38 in DP1241160.

Visitor Car Parking Spaces means the car spaces on basement level of each Stage designated for use by visitors.

39.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) (Management Act) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) (you) the word "you" means an Owner or Occupier; and
- (c) (by-laws) a by-law is a reference to the by-laws and Common Property Rights By-laws under the Management Act which are in force for the Building; and
- (d) (variations or replacement) a document (including the by-laws) includes any amendment, addition or



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

replacement of it; and

(e) (reference to statutes) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

(f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and

(g) (executors, administrators, successors) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and

(h) (singular includes plural) the singular includes the plural and vice versa; and

(i) (meaning not limited) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

39.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

39.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

39.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

39.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

39.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

The Following are the Special By-laws registered with the scheme.

1 Parking By-Law

Registration Date: 16/02/2021

1. No Parking on Common Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval

An owner of a lot must:

(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and

(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Spaces

An owner or occupier of a lot must:

- (a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
- (b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor

A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces

Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices

- (a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
 - (i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
 - (ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
 - (iii) recover as a debt from the owner or occupier in breach of this by-law:
 - (A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and
 - (B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").
- (b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses

9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

- (a) rectify the breach, and/or
- (b) to the extent permitted by law, recover from the owner or occupier as a debt:
 - (i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and
 - (ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").
- (c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.

9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

10. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

- (a) the owner's account with the owners corporation;
- (b) levy notices given to that owner; and
- (c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot; for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.

2 Recovery of Stationery Expenses

Registration Date: 16/02/2021

Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;

'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation

'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.

'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means

'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners

i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.

ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.

iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee

iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Corporation or Strata Committee that the Administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

3 Pre-Meeting & Electronic Voting

Registration Date: 16/02/2021

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

4 Minor Renovations By-Law

Registration Date: 16/02/2021

1. Intention

The intention of this By-law is;

i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

accordance to section 110(6)(b) of the Strata Schemes Management Act,

- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,
 - i. Installing a clothesline,
 - j. Installing a reverse cycle split system or ducted air-conditioning system,
 - k. Installing double or triple glazed windows,
 - l. Installing a heat pump or hot water service,
 - m. Installing ceiling, wall or floor insulation,
 - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
 - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
 - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
 - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

5 Installation of Air-Conditioners

Registration Date: 16/02/2021

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

conditions:

- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
 - (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
 - (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
 - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (j) the air-conditioner and all filters must be regularly cleaned by the owner;
 - (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
2. In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

6 Payment Plan By-Law

Registration Date: 30/11/2021

1. Introduction

1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.

1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.

2. Payment Plans

2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions."

2.2 Clause 18 of the Regulation says a payment plan must:

- (a) be in writing;
- (b) require repayment of the outstanding contributions within 12 months; and
- (c) contain the following:
 - (i) the name of the lot owner and the title details of the lot,
 - (ii) the address for service of the lot owner,
 - (iii) the amount of the overdue contributions,
 - (iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
 - (v) the schedule of payments for the amounts owing and the period for which the plan applies,
 - (vi) the manner in which the payments are to be made,
 - (vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

any matters arising in relation to the payment plan,

(viii) a statement that a further plan may be agreed to by the owners corporation by resolution,

(ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:

(a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;

(b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and

(c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.

2.4 If the owners corporation resolves generally to enter into payment plans, then:

(a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:

(i) comply with the Act and the Regulation;

(ii) contain the information set out in clause 2.2(c) above; and

(b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:

(i) clauses 2.2 and 2.3;

(ii) interest is payable in the manner and at the rate set out in the Act;

(iii) contributions due after the date the payment plan commences are payable on their due date;

(iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and

(v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation

In this by-law:

3.1 Act means the Strata Schemes Management Act 2015;

3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;

3.3 lot means each and every lot in the strata scheme;

3.4 owner means the owner of the lot for the time being;

3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;

3.6 Regulation means the Strata Schemes Management Regulation 2016;

3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;

3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;

3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

7 Fire Inspection Access & Administration

Registration Date: 30/11/2021

Intention

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

a. Definitions

The following terms are defined to mean:

'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.

'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.

'Agent' means the Strata Managing Agent for the Strata Scheme.

'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation.

'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.

'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.

'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

b. Rights & Responsibilities of the Owners Corporation

i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.

ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.

iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

c. Rights and Responsibilities of Lot Owners

i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;

a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

b. The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (re-inspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):

a. A fee of \$50 for organisation of the 2nd inspection of a Lot;

b. A fee of \$75 for organisation of the 3rd inspection of a Lot;

c. A fee of \$100 for any further inspections of a Lot.

These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).

iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).

iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:

a. Smoke alarms;

b. Heat alarms/detectors;

c. Fire door closers;

d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).

v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of \$55 upon that Lot owner.

vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this Bylaw shall stand.

vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

d. Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).

An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

8 Communication & Dispute Resolution

Registration Date: 30/11/2021

INTENTION

The intention of this By-law is to provide mechanisms for the Owners Corporation, owners, occupiers and representatives of the Owners Corporation, owners and occupiers to;

a. Facilitate harmonious, efficient and cost-effective communication within the scheme,

b. Prevent bullying, harassment and intimidation at the scheme as well as to regulate the communication of owners, residents and agent's servicing the scheme,

c. Provide an efficient dispute resolution process,

d. Allow the Owners Corporation, Strata Committee and strata managing agent the ability to suspend or cease communication with individual's that contravene the spirit of this By-law, and

e. Allow the Owners Corporation to recover the costs for administering the provisions of this By-law.

PART 1 - DEFINITIONS & INTERPRETATION

1. In this by-law:

a. Strata Managing Agent means the person (if any) from time to time appointed to act as strata managing agent for the Scheme.

b. Building Manager means the person (if any) from time to time appointed to act as a Building Manager for the scheme

c. Lot means a lot in strata scheme

d. Occupier or Owner means the owner or occupier of a lot in the strata scheme from time to time.

e. Owners Corporation means the owners corporation created by the registration of strata plan.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

f. Agent means a person from time to time appointed to act on behalf of a lot owner such as a property manager
g. Representative means a person from time to time appointed to represent a lot owner such as a proxy holder or power of attorney

h. Scheme means the strata scheme created on registration of the strata plan.

i. Strata Committee means the Strata Committee of the Owners Corporation from time to time.

j. Stakeholders means all Owners, Occupiers, Suppliers, Building Managers, the Strata Committee and Strata Managing Agent.

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 ("the Act"); and

d. references to legislation includes references to amending and replacing legislation.

3. Nothing contained in this by-law will operate so as to negate any statutory requirements or obligations imposed by the Act or the Strata Schemes Management Regulations 2016, as amended or replaced from time to time.

PART 2 - SCHEME COMMUNICATIONS

2.1 Owners, occupiers and agents to the scheme acknowledge that all stakeholders are entitled to live, work and reside within an environment that is free from bullying, harassment, threatening and intimidating behaviour, this includes both written communication and conduct at meetings of the Owners Corporation and Strata Committee. Examples of bullying and harassment include but are not limited to;

a. Direct threats or intimidation made against an Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent, whether in writing or made verbally,

b. Excessive communication with the Strata Committee, Building Manager or Strata Managing Agent,

c. Pressuring lot owner/s to vote in a particular manner,

d. Commentary of a personal nature that is derogatory, disrespectful or ridicules any stakeholder or their character,

e. Making an unsubstantiated claim against another Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent.

2.2 Harassment does not include;

a. The Owners Corporation, Strata Committee or Strata Managing Agent pursuing debt recovery pursuant to section 86 of the Act,

b. The Owners Corporation, Strata Committee or Strata Managing Agent administering and enforcing this By-law or the other By-laws for the scheme,

c. Owners, residents and agents providing constructive feedback surrounding the administration of the scheme or service providers to the scheme.

2.3 The Owners Corporation, Strata Committee, Owners, Occupiers and stakeholders must ensure that all communication is respectful and does not include anything which is discriminatory, derogative or constitutes bullying within the Scheme.

PART 3 - RIGHTS AND OBLIGATIONS OF LOT OWNERS

3.1. An owner must ensure that they, their agents, representatives, or occupants of their lot do not:

a. Do anything which is disrespectful, derogatory, discriminatory, harassing or bullying towards another Owner, Occupier, Supplier, Building Manager, the Strata Committee or the Strata Managing Agent;

b. do anything which impedes or negatively impacts the Owners Corporations ability to conduct their duties in accordance with the Act;

c. unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;

d. cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Owners Corporation;

e. make a decision that requires a resolution of the Strata Committee or the Owners Corporation in accordance with the Act; or

f. engage in any conduct in contravention of the Act.

3.2. An owner shall be liable to compensate or indemnify the Owners Corporation against any costs that may arise as a result of administering the provisions of this By- law including the costs of convening and conducting a Strata



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Committee meeting and any other administrative costs associated with Part 4 of this By-law.

3.3 In the event that a lot owner believes a charge imposed upon them pursuant to this By-Law has been applied unfairly, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

3.4 In the event the Owners Corporation rejects a request made by a lot owner pursuant to 3.3 of this By-Law, all charges imposed by this By-Law shall stand.

PART 4 - RIGHTS, POWERS AND OBLIGATIONS OF THE OWNERS CORPORATION & STRATA COMMITTEE

4.1 Any alleged breach of this By-law pursuant to Part 3 above must be determined by the Strata Committee at a properly convened meeting of the committee.

4.2 Depending on the nature and severity of the breach, where the committee has determined that a lot owner, tenant or agent acting on behalf of a lot owner has exhibited bullying, threatening or intimidating behaviour, the Strata Committee may;

- a. Issue a warning letter to the individual, or
- b. Suspend communication with the individual, for a period to be determined by the committee, and/or
- c. Determine that the lot owner compensate the Owners Corporation for the costs of convening and conducting the Strata Committee meeting that was required to make a determination pursuant to this By-law, and/or
- d. Determine that the lot owner compensate the Owners Corporation for any other administrative costs associated with administering this By-law.

4.3 The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

- a. The Owners Corporation shall have the power to recover all costs outlined in PART 3 and PART 4 of this By-law from a lot owner as a debt by way of a levy charged to the lot;
- b. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- c. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- d. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; and
- e. All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 5 - GRIEVANCE PROCEDURE

Where an owner, resident or agent acting on behalf of an owner wishes to register a grievance with the Strata Committee or Strata Managing Agent the complainant must;

5.1. Notification

The complainant must inform the Strata Committee or Strata Managing Agent in writing of the following;

- a. The nature of the dispute;
- b. What outcome the complainant desires,
- c. The action the complainant believes will settle the grievance,
- d. Evidence that supports the complaint being made (if any),
- e. Notices of a grievance under this clause should be directed to the Strata Managing Agent via email or post in the first instance or where no agent is appointed directly to the Strata Committee via the registered address for service of notices for the scheme.

5.2. Best Endeavours to Resolve Dispute

5.3. On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting to resolve the matters identified.

5.4. Where a Strata Committee meeting may be convened pursuant to this grievance procedure, it WILL NOT be subject to the provisions of Part 4 of this By-law.

9 Recovery of Administrative Costs

Registration Date: 30/11/2021

Intention

Report Date: 26th September 2024



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015

'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.

'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums

'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;

ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;

iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;

iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;

iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

v. The Owners Corporation may charge interest upon any contribution payable under this ByLaw pursuant to section 85 of the Act;

vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

10 Installation of Awnings & Pergolas



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Registration Date: 30/11/2021

Intention

(1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;

(b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;

(c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;

(d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;

(j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

(2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (1) (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

11 Levying of Debt Collection Expenses

Registration Date: 01/12/2022

PART 1 - Preamble

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata

Report Date: 26th September 2024



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the strata committee' means expenses that may be approved by the strata committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

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

(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 Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;

(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;

(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

12 Moving and Delivering of Goods



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Registration Date: 01/12/2022

An Owner or Occupier must not transport or permit or cause to be transport goods on Common Property except in compliance with this By-law.

1. Conditions

a) Prior to transporting goods on Common Property, Owners and Occupiers:

- i) must give the Owners Corporation not less than 72 hours' notice of the date and time the goods will be transported,
 - ii) must give details to the Owners Corporation if the Owner or Occupier has engaged a removalist (name, telephone number, mobile number, address, email address and contact name),
 - iii) must give to the Owners Corporation evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation,
 - iv) must provide the Owners Corporation their contact number(s), email address and vehicle registration details.
- b) Owners and Occupiers may only transport goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- c) Owners and Occupiers may only transport goods in a lift if the lift has a lift protector or blanket.
- d) Owners and Occupiers must ensure they and their removalist comply with all rules of the Owners Corporation in connection with transporting goods on common property.
- e) Owners and Occupiers are permitted to transport goods on Common Property only between the hours of 7.00am to 9.00pm and subject to the terms of this By-law.
- f) Owners and Occupiers must ensure neither they nor their removalists:
- i) obstruct Common Property when transporting the goods, or
 - ii) interfere with the peaceful enjoyment of Common Property by another Owner or Occupier.
- g) Owners and Occupiers must supervise their removalist in order to ensure no damage is done to the Common Property, another Lot or property vested in the Owners Corporation, by transporting goods.
- h) Owners and Occupiers must at their own expense:
- i) immediately rectify any damages caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting goods;
 - ii) must remove debris or other materials left on Common Property as a result of transporting goods; and
 - iii) must clean any part of the Common Property which requires cleaning as a consequence of transporting goods.

2. Move-in/out Security Deposit

a) Prior to transporting goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:

- i) must give a Move-in/out Security Deposit of \$500.00 to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and
 - ii) must give to the Owners Corporation, if the Owners Corporation reasonably determines, a non-refundable Movein/out Fee of \$45.00 for the administration of this process.
- b) The Owners Corporation may apply all or part of a Move-in/out Security Deposit to remedy a breach of this By-law.
- c) Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- d) If goods are being transported by an Owner or Occupier who is already in occupation of a Lot, then only one Movein/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- e) Provided the Owners Corporation is satisfied there has not been a breach of this By-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move-in/out Security Deposit paid under this By-law (or so much of it that remains unrefunded) to the party who provided it within 7-10 business days of the Owner or Occupier completing transportation of the goods.
- f) The Move-in/out Security Deposit in respect of this is By-law is \$500.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- g) The Move-in/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- h) The non-refundable Move-in/out Fee in respect of this is By-law is \$45.00 unless determined otherwise by the



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Owners Corporation, Strata Committee or Strata Managing Agent.

i) Any non-refundable Move-in/out Fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

13 Absolution of Maintenance Lot Fixtures & Fittings

Registration Date: 01/12/2022

PART 1 - Introduction and Intent

- a. This By-law has been drafted from the NSW Land and Property Information (now NSW Land Registry Services) memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- b. The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 and 107 of the Act.
- c. Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- d. At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
- e. This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

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

- a. Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- b. Lot means any lot in the strata plan
- c. Owner means the owner of the Lot
- d. Owners Corporation means the owners corporation created by the registration of strata plan 91889
- e. Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- f. Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

- 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 Act; and
- d. references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- a. All Cornices
- b. All Skirting Boards
- c. All Architraves and Internal Door Jams
- d. Wall tiles wherever located, including kitchen, bathroom and laundries
- e. Floor Tiles wherever located, including kitchen, bathroom and laundries



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

- f. False Ceilings
- g. Mezzanines, Stairs and Handrails
- h. All paintwork and wall paper
- i. The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- a. All taps and internal pipe work
- b. Shower screens
- c. Bathtub, including internal floor waste and drainage pipes
- d. Sinks and hand basins including internal drainage pipes,
- e. Cabinets and mirrors
- f. Toilet pan, including cistern and internal waste pipes
- g. All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- a. All taps and internal pipe work
- b. All internal waste and drainage pipes, including connection to the common stack
- c. Bench tops
- d. Sinks and insinkers
- e. Ovens, Stoves and Cook Tops
- f. All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- a. All carpet within the lot
- b. All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- c. All Floor boards, whether floating or fixed
- d. All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- a. All tiles, pavers and decking
- b. All stairs and handrails within the balcony or courtyard area
- c. All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- d. All plants and grassed areas within the balcony or courtyard
- e. The pruning, trimming or removal of a tree or trees, including damage caused by roots
- f. Fences that divide two lots
- g. All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- a. All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- b. All electrical sockets and wall plates
- c. Electrical main and sub-main that services only one lot including fuses wherever located
- d. Smoke Detectors that only service one lot
- e. Alarm Systems that only service one lot
- f. Individual Garage Door Motors
- g. Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- h. Split system and ducted Air-conditioning systems, including condenser units and all associated equipment



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

wherever located that only service one lot;

i. Ceiling Fans

j. Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.

k. Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

a. All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;

b. Automatic door closers

c. Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;

d. Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

14 Enforcement of By-Laws

Registration Date: 20/07/2023

Compliance with By-Laws

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law

a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not done properly.

b) The Owners Corporation may enforce a By-Law by legal means.

c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.

d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.

e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.

f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach

Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:

a) A fee of \$50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).

b) A fee of \$100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.

c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'Strata Manager' means the Strata Managing Agent for the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

15 Lot Owner Charges

Registration Date: 20/07/2023

Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights

a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):

I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.

II. Administrative Fees imposed to arrange afterhours emergencies.

III. By-Law Complaints

IV. Fines for the late submission of the A.F.S.S.

V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).

VI. Security key and key fob/swipe Administration Fees

VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.

VIII. Levy Notice Postage Fees.

IX. Arranging repairs and maintenance for Lot property items.

X. Animal request Application Fees, including the addition of approved animals to a pet register where applicable.

XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.

XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.

XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.

b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Owners Corporation Obligations & Rights

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.

b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.

c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.

d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

e) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the Owner/s of the Lot.

'Occupier' means the Occupier of a Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

16 Payment of Insurance Excesses

Registration Date: 26/10/2023

A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions

i. The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and airconditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 2015.

ii. Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

C) Payment of Excesses

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

D) Owners Right of Appeal

(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

17 Major Building Work (Major Renovations) By-Law

Registration Date: 26/10/2023

1. Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

2. Application to the Owners Corporation

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

(a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);

(b) include with the application;

(i) any fee prescribed by the Owners Corporation

(ii) detailed plans and specifications for the Major Building Works;

(iii) a description of the proposed Major Building Works; and

(iv) information as to:

A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

3. Rights in Owners Corporation

(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:

(i) require the applicant to submit further information, such as further plans, specifications or reports;

(ii) waive the requirement to submit detailed plans and specifications;

(iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works will not impact on the structural integrity of the Building; or

(iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)

(b) in processing an application, the Owners Corporation:

(i) may act in its own discretion;



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

- (ii) approve it unconditionally or may impose conditions; and
- (iii) may disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond:
 - (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
 - (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
 - (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.
- (d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval it may give.
- (e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
- (f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

4. Pre-conditions to commencing to carry out Major Building Works

- (a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
 - (i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
 - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
 - (iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
 - (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
 - (v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
 - (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
 - (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

5. Pre-conditions to commencing to carry out Major Building Works to Common Property

- (a) the provisions of this by-law apply to Major Building Works to Common Property
- (b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
 - (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
 - (ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
 - A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
 - B. the Owners Corporation has made and registered a by-law to that effect; and
 - C. the Owner has given the Owners Corporation its approval to the making of the by-law

6. Condition when carrying our Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

- (d) use only qualified and, where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
- (g) cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

7. Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

8. Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

9. Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10. Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

11. Right in Owners Corporation to remedy

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

12. Future alteration to Major Building Works



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

13. Major Building Works Not Permitted to Remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this bylaw.

18 Recovery of Costs for Fire Services & Works by Owners

Registration Date: 26/09/2024

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms

2.1 An owner or occupier must not trigger a false fire alarm.

2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:

2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;

2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or

2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.

2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:

2.3.1 trigger a false fire alarm; or

2.3.2 carry out any works to which clause 2.2 applies,

and:

2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

3.1 if the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issued to the Owners Corporation for that false fire alarm; and

3.2 if the breach is of clause 2.2 or 2.3.2, recover from the person responsible its reasonable costs or damages flowing from that breach, including:

3.2.1 the cost of carrying out works to the fire services to ensure they are compliant repairing the damaged common property;

3.2.2 the costs of engaging an engineer or consultant as referred to in clause 2.2;

3.2.3 the costs of carrying out any work of the type described in clause 2.2.3;

3.2.4 the Schedule B Costs in connection with clauses 3.2.1-3.2.3;

3.2.5 any legal fees of reasonably obtaining advice in connection with this by-law or any obligations in it; and

recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

4. Recovery

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt,

bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

5.1 common property means the common property for this strata scheme.

5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).

5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:

5.3.1 is required to attend the strata scheme; and

5.3.2 charges the Owners Corporation a fee for that attendance.

5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

5.5 Legislation means the Strata Schemes Management Act and all other related legislation.

5.6 lot means a lot in the strata scheme.

5.7 occupier means an occupier of a lot in the strata scheme.

5.8 owner means an owner of a lot in the strata scheme.

5.9 person responsible means, at the Owners Corporation's discretion:

5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or

5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.10 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.11 SSMA means the Strata Schemes Management Act 2015.

5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

19 Recovery of Tenant Related Costs

Registration Date: 26/09/2024

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers

2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:

2.1.1 The name of the Tenant;

2.1.2 The address for service of the Tenant;



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

2.1.3 The date of commencement of the lease; and

2.1.4 The name of any letting agent acting for the owner in respect of that lease.

2.2 In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:

2.2.1 An Australian mobile phone number for the Tenant; and

2.2.2 An email address for the Tenant.

2.3 Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.

2.4 Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

3.1 if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.

3.2 if the breach is of clause 2.3 or 2.4, recover from the person responsible its reasonable costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Schedule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt,

bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

5.1 common property means the common property for this strata scheme.

5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).

5.3 false fire alarm means setting off a fire alarm (including a false fire alarm).

5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

5.5 lot means a lot in the strata scheme.

5.6 Tenant means a person who is a tenant or sub-tenant at a lot.

5.7 owner means an owner of a lot in the strata scheme.

5.8 person responsible means, at the Owners Corporation's discretion:

5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or

5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.9 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.10 SSMA means the Strata Schemes Management Act 2015.

5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.



Strata Plan 91889

1-4 GERBERA PLACE KELLYVILLE

5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

BL6 Keeping of Animals amended as follows:

Registration Date: 01/12/2022

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

1. The Keeping of Animals

The Owner or Occupier of a lot may keep:

- a) goldfish or other similar fish in a fish tank or indoor aquarium;
- b) canaries, budgerigars or similar birds kept indoors at all times;
- c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and
- d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

2. Informing the Owners Corporation

The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

3. Unreasonable Interference

The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:

- a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
- b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
- d) the animal repeatedly causes damage to the common property or another lot, or
- e) the animal endangers the health of another occupant through infection or infestation, or
- f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
- g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
- h) for a dog kept on a lot
 - i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
 - ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section



A handwritten signature in black ink, appearing to read 'Andrew Tunks'.

By-Laws

Electronic signature of me, Andrew Tunks,
affixed by me, on 26/09/24 at 5:00 PM
Property & Stock Agent Act 2002 Licence No
1361054

Strata Plan 91889 **1-4 GERBERA PLACE KELLYVILLE**

34, or

iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

4. Controlling Animals

If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:

- a) another Apartment; or
- b) Common Property.

The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

5. Cleanliness

An Owner or Occupier of a lot must:

- a) ensure that their pet(s) are kept in a clean and hygienic condition;
- b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
- c) keep any pet litter tray or box clean and odour free;
- d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and
- e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

6. Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
- b) A fee of \$100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.

Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

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

(A) TORRENS TITLE

For the common property CP/SP 91889
--

(B) LODGED BY

573X	Document Collection Box	Name	CODE
		Company NETWORK STRATA SERVICES	CH
		Address PO BOX 265 HURSTVILLE BC NSW 1481	
		E-mail admin@netstrata.com.au Contact Number 1300 638 787	
		Customer Account Number 123421L Reference 91889	

- (C) The Owner-Strata Plan No. 91889 certify that a special resolution was passed on 11/9/2024
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Laws 18,19
- Amended by-law No. NOT APPLICABLE
- as fully set out below :



- (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. 91889 was affixed on 26/9/2024 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, Andrew Tunks, affixed by me, on 26/09/24 at 5:00 PM**
Property & Stock Agent Act 2002 Licence No 1361054

Name : ANDREW TUNKS - NETSTRATA

Authority : Appointed Managing Agent

Signature : _____

Name : _____

Authority : _____

Owners Corporation Consent

Strata Scheme No 91889

Date 26 September 2024

CP/SP 91889

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 91889

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 91889 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 91889 was affixed on 26/09/24 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Signature: Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Andrew Tunks, affixed by me, on 26/09/2024 at 5:00 PM
Property & Stock Agent Act 2002 Licence No 1361054

^ Insert appropriate date

“WARNING”



THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED



PLANNING CERTIFICATE UNDER SECTION 10.7(2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **134297**
Reference: 15732:276550
Issue Date: 3 March 2025
Receipt No: 7779304
Fee Paid: \$ 67.00

ADDRESS: Building D 148/2 Gerbera Place, KELLYVILLE NSW 2155
DESCRIPTION: Lot 207 SP 92609

The land is zoned:

Zone R4 High Density Residential

The following prescribed matters apply to the land to which this certificate relates:

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2021.

PLEASE NOTE: THIS CERTIFICATE IS AUTOMATICALLY GENERATED. IT MAY CONTAIN EXCESSIVE SPACES AND/OR BLANK PAGES.

THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 10.7(2) OF THE ABOVE ACT.

1 Names of relevant planning instruments and development control plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Local Environmental Plans

The Hills Local Environmental Plan 2019

State Environmental Planning Policies

SEPP (Biodiversity and Conservation) 2021 – including but not limited to
Chapter 2 Vegetation in non rural areas
Chapter 6 Water Catchments

SEPP (Resilience and Hazards) 2021 – including but not limited to

Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

SEPP (Industry and Employment) 2021 – Including but not limited to
Chapter 3 Advertising and signage

SEPP No.65 - Design Quality Of Residential Apartment Development

SEPP (Precincts-Central River City) 2021 – Including but not limited to
Chapter 2 State significant precincts

SEPP (Resources and Energy) 2021 – including but not limited to
Chapter 2 Mining, petroleum production and extractive industries
Chapter 3 Extractive industries in Sydney area

SEPP (Transport and Infrastructure) 2021 – including but not limited to
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Planning Systems) 2021 – including but not limited to
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

SEPP (Primary Production) 2021 – including but not limited to
Chapter 2 Primary production and rural development

SEPP (Precincts – Western Parkland City) 2021 – Including but not limited to

Chapter 4 Western Sydney Aerotropolis

SEPP (Housing) 2021

SEPP (Sustainable Buildings) 2022

Development Control Plans

The Hills Development Control Plan 2012

Note: the land is within The Hills Development Control Plan 2012 Part D map sheet. Refer Council's website www.thehills.nsw.gov.au to view the map sheet.

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Proposed Local Environmental Plans

No Proposed Local Environmental Plans apply to this land.

Proposed State Environmental Planning Policies

No Proposed State Environmental Planning Policies apply to the land.

Listing of proposed State Environmental Planning Instruments is dependent on advice being provided to Council of community consultation or public exhibition by the relevant public authorities. Refer [Plans and Policies | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](http://Plans and Policies | Planning Portal - Department of Planning and Environment (nsw.gov.au))

Proposed Development Control Plans

No Proposed Development Control Plans apply to the land.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) the identity of the zone, whether by reference to—

(i) a name, such as "Residential Zone" or "Heritage Area", or

(ii) a number, such as "Zone No 2 (a)",

The Hills Local Environmental Plan 2019 identifies the land to be:

Zone R4 High Density Residential

- (b) the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

Refer Attachment 2(b)

- (c) whether additional permitted uses apply to the land,

NO

- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

The Hills Local Environmental Plan 2019?

YES

Clause 4.1B of The Hills Local Environmental Plan 2019 provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R3 Medium Density Residential or R4 High Density Residential where it is undertaken as a single development application in conjunction with the subdivision of land.

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

(f) whether the land is in a conservation area, however described,

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

(g) whether an item of environmental heritage, however described, is located on the land.

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?

NO

State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?

NO

3 Contributions

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

THE HILLS SECTION 7.12 12 - BALMORAL RD

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

(a) the name of the region, and

NO

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

NO

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

The land is within the Special Infrastructure Contribution – Western Sydney Growth Areas under the Environmental Planning and Assessment Act 1979.

Refer to the Department of Planning and Infrastructure for further information www.planning.nsw.gov.au

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

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

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

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

4 Complying development

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

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

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

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

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

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

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

Complying Development under the Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code **may be** carried out on the land.

Housing Alterations Code and General Development Code

Complying Development under the Housing Alterations Code and General Development Code **may be** carried out on the land.

Industrial and Business Buildings Code

Complying Development under the Industrial and Business Buildings Code **may be** carried out on the land.

Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes

Complying Development under the Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note 1: Some specific land exemptions in cl.1.19 of the Codes SEPP may apply only to part of a lot, please refer the [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), for further information.

Note 2: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2019 - www.thehills.nsw.gov.au

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

5 Exempt development

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

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

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

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

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

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

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

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

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

NO

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

NO

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

NO

(2) In this section—

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

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

7 Land reserved for acquisition

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

The Hills Local Environmental Plan 2019?

NO

Any proposed amendments to The Hills Local Environmental Plan 2019?

NO

State Environmental Planning Policy?

NO

Any proposed State Environmental Planning Policy?

NO

8 Road widening and road realignment

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

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

NO

(b) an environmental planning instrument, or

NO

(c) a resolution of the council.

NO

9 Flood related development controls

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

NO

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

NO

(3) In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 Council and other public authority policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

The land is affected by the following policies on hazard restrictions:

i. Landslip

a) By The Hills Local Environmental Plan 2019 zoning?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

b) By The Hills Local Environmental Plan 2019 local provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

c) By The Hills Development Control Plan 2012 provision?

NO

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

ii. Bushfire

YES

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

The Hills Development Control Plan 2012 may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(1) of this certificate for the applicable Development Control Plan.

iii. Tidal Inundation

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by tidal inundation.

iv. Subsidence

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by subsidence.

v. Acid sulfate soils

NO

vi. Contamination

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.

vii. Aircraft noise

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by aircraft noise.

viii. Salinity

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by salinity.

ix. Coastal hazards

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by coastal hazards.

x. **Sea level rise**

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by sea level rise.

xi. **Any other risk, other than flooding**

NO

Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by any other risk, other than flooding.

11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

NO

None of the land is bushfire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the [Home Building Act 1989](#), Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

Council has **not** been notified by NSW Fair Trading that the land includes any residential premises that are listed on the register. Refer to the NSW Fair Trading website at www.fairtrading.nsw.gov.au to confirm that the land is not listed on this register.

Note: There is potential for loose-fill asbestos insulation in residential premises that are not listed on the Register. Contact NSW Fair Trading for further information.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).

NO

14 Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that—
- (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.

NO DEVELOPMENT PLAN APPLIES

- (2) The date of a subdivision order that applies to the land.

NO SUBDIVISION ORDER APPLIES

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the [Native Vegetation Act 2003](#), Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

NO

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the [Biodiversity Conservation Act 2016](#), Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

NO

Note—

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

17 Biodiversity certified land

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

NO

Note—

Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

18 Orders under [Trees \(Disputes Between Neighbours\) Act 2006](#)

Whether an order has been made under the [Trees \(Disputes Between Neighbours\) Act 2006](#) to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

NO

19 Annual charges under [Local Government Act 1993](#) for coastal protection services that relate to existing coastal protection works

(1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

NO

(2) In this section—

existing coastal protection works has the same meaning as in the [Local Government Act 1993](#), section 553B.

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20 Western Sydney Aerotropolis

Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

NO

(b) shown on the [Lighting Intensity and Wind Shear Map](#), or

NO

(c) shown on the [Obstacle Limitation Surface Map](#), or

NO

(d) in the “public safety area” on the [Public Safety Area Map](#), or

NO

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

NO

21 Development consent conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

NO

22 Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

NO

(2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).

NO

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

23 Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

NO

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

Clause 59(2) Contaminated Land Management Act 1997

The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

NO

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

NO

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

NO

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

NO

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

NO

Note—

Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.

THE HILLS SHIRE COUNCIL

MICHAEL EDGAR
GENERAL MANAGER

Per: 

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.

ATTACHMENT 2(b)
Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage high density residential development in locations that are close to population centres and public transport routes.

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Home-based child care; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

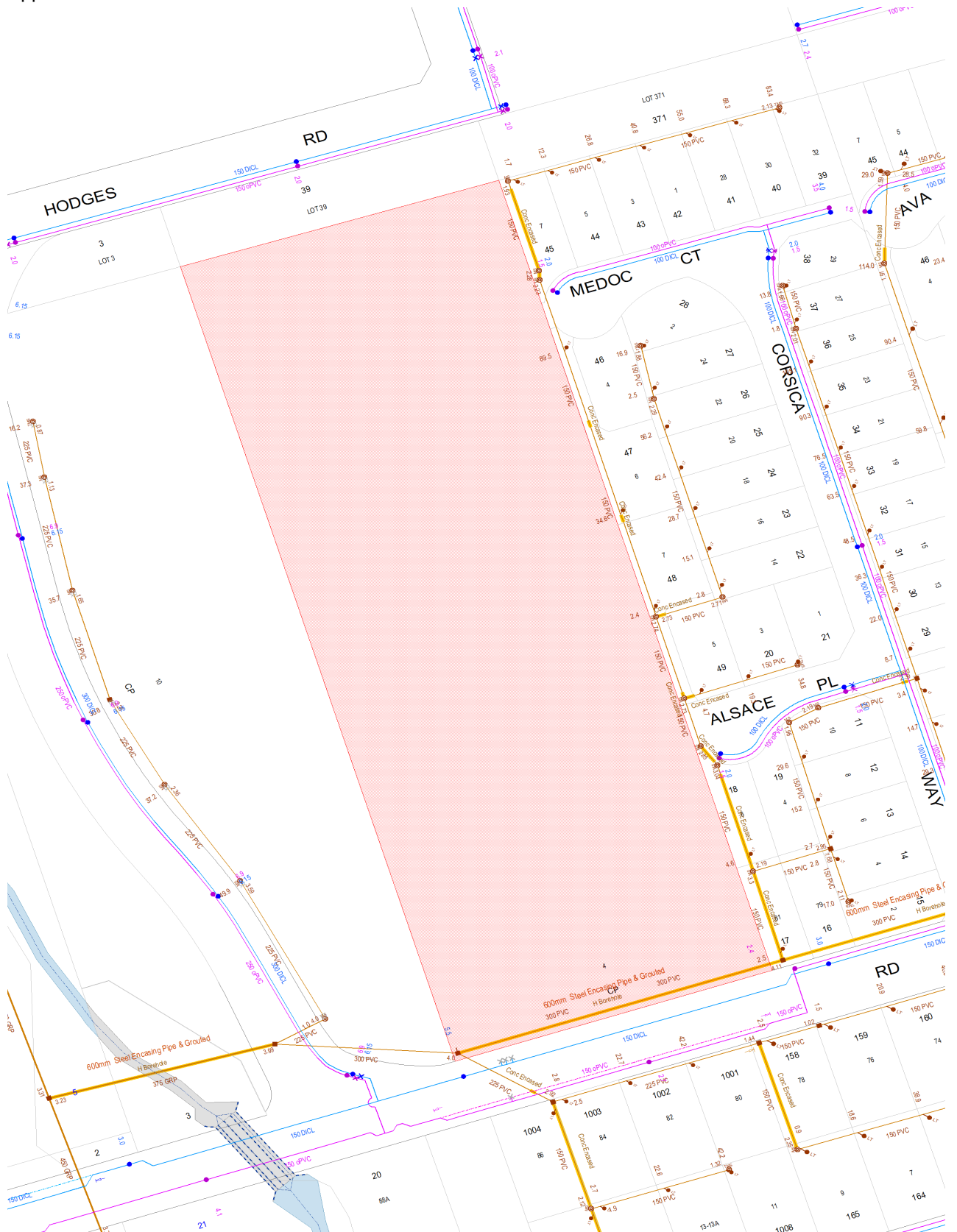
Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

NOTE: This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

NOTE: Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.

Service Location Print

Application Number: 8004120777



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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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

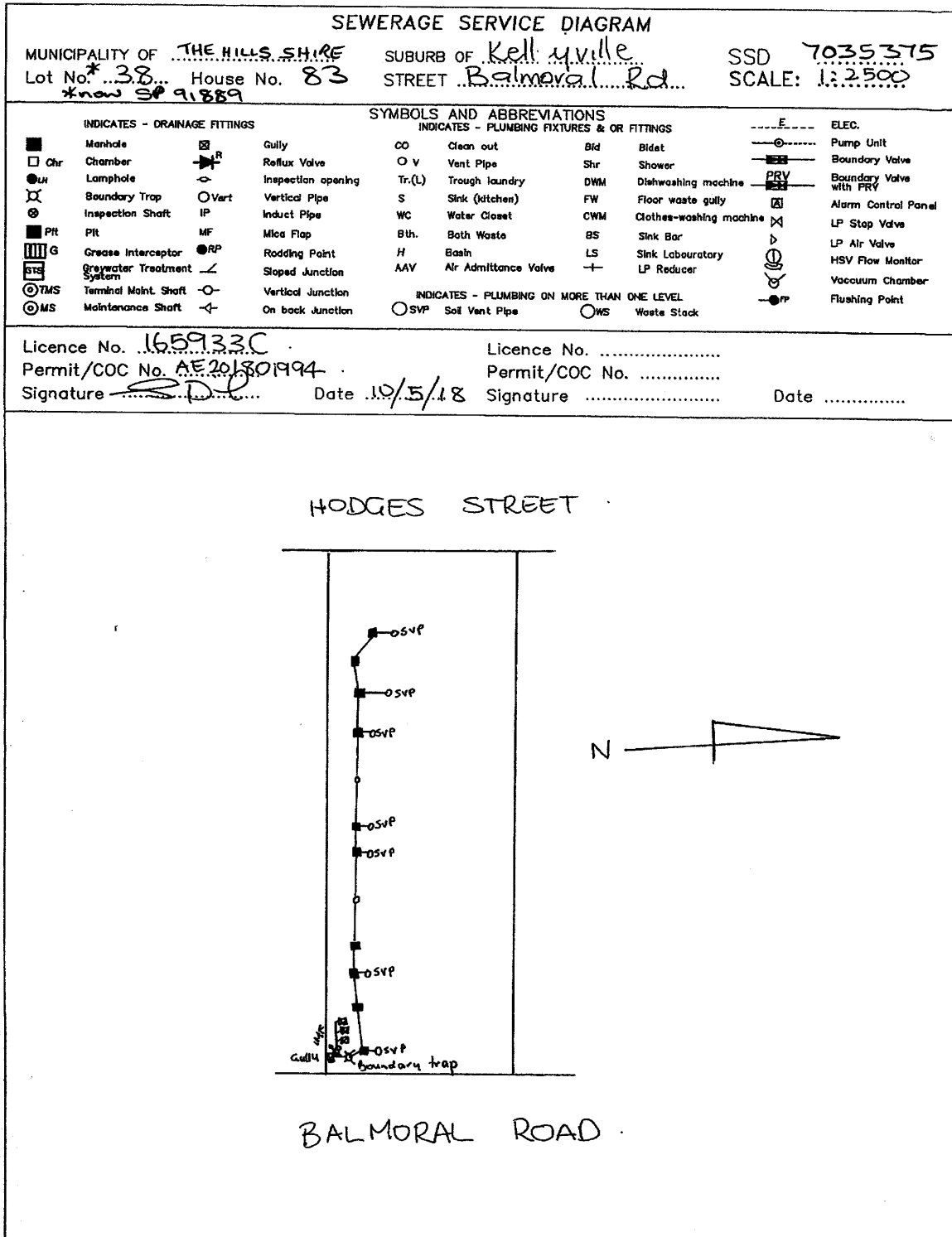
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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Sewer Service Diagram

Application Number: 8004120776



Disclaimer

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

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

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. In relation to any swimming pool on the property or the parcel:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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