

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	New Vision Real Estate Email: info@newvisionre.com.au	Phone: 1300597308
co-agent		
vendor	Michael Maximillian Herman and Vanessa-Joy Monica Herman LG/04/01 Josue Crescent, Tallawong NSW 2762	
vendor's solicitor	Towns Conveyancing Services 1 Kennedy Drive, South Penrith NSW 2750 PO Box 7520, South Penrith NSW 2750 Email: kristi@townsconveyancing.com.au	Phone: 02 4731 2483 Ref: KT:22157
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	LG/04/1 Josue Crescent, Tallawong NSW 2762 Lot 4 in Strata Plan 101161 Folio Identifier 4/SP101161	
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"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> curtains shoe cabinets	<input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: Screen doors, split system air conditioner, ceiling fans, wall mounted	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
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)

buyer's agent

_____	vendor			
		GST AMOUNT (optional) The price includes GST of: \$		witness
_____	purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

Electronic transaction (clause 30)

no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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* (residential withholding payment)

NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (residential withholding payment) – further 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 email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*. \$

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

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

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

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

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

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

List of Documents

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

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

CityHome Strata Management

Email: info@cityhomestrata.com.au

Tel: 0286610066

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 or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on–
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in other case
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

APA Group
 Australian Taxation Office
 Council
 County Council
 Department of Planning, Industry and Environment
 Department of Primary Industries
 Electricity and gas
 Land & Housing Corporation
 Local Land Services

NSW Department of Education
 NSW Fair Trading
 Owner of adjoining land
 Privacy
 Public Works Advisory
 Subsidence Advisory NSW
 Telecommunications
 Transport for NSW
 Water, sewage or drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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 property;
<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 party;
<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 party's <i>solicitor</i> or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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 property or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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
- 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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*.

- 16.8 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 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, non 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 making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitrations, 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 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 to this contract is part of this contract.
- 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's solicitor*, (apart from a direction under clause 4.3);
- 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 the 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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, or the extent it is reasonable.
- 20.8 Rights under clauses 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 the 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 1-3) are, to the extent of each *party's* knowledge, true and are part of this contract.
- 20.15 Where this contract provides for choices in BLOCK CAPITALS applies unless a different choice is marked.
- 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.
- 22.3 This promise is essential and a break 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata of information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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, 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 14.5 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 installments; 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 an 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 vendors 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
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - 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 the 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.

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 form of 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 The vendor must give a proper covenant where relevant.

25.9 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.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1

27 Consent to transfer

27.1 This clause applies only if the land (of 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 of *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 the 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 of 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 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if-
- 30.1.1 this contract says that is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*
- 30.2 However this *Conveyancing Transaction* is not to be conducted as an *electronic transaction*-
- 30.2.1 if the land is not *electronically tradable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*-
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction*.
- 30.3.1 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*.
- 30.3.2 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 14.2
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* -
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with the clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* -
- *in accordance with the participation rules and the ECNL; and*
 - *using the nominated ELN, unless the parties otherwise agree;*
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made-
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* -
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion, and if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must-
- 30.6.1 *populate* the *Electronic Workspace* with the *title data*;
- 30.6.2 create and *populate* an *electronic transfer*
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must-
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* -
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* -
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that -
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* -
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.

- 30.13 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 -
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 -
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean -
- | | |
|---|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge or charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in the <i>Electronic Workspace</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>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>electronically tradable incoming mortgagee</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>mortgagee details</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>participation rules</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion |
| <i>populate</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>title data</i> | to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 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 The purchaser must -
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Tax Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of the receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 -
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

4/1 JOSUE CRES, TALLAWONG, NSW,
2762

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at LG/04/1 Josue Crescent, Tallawong NSW 2762, from **Michael Maximillian Herman and Vanessa Joy-Monica Herman** to _____ in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Michael Maximillian Herman and Vanessa Joy-Monica Herman** and am not employed in the legal practice of a solicitor acting for **Michael Maximillian Herman and Vanessa Joy-Monica Herman** nor am I a member or employee of a firm of which a Solicitor acting for **Michael Maximillian Herman and Vanessa Joy-Monica Herman** is a member or employee.

4. I have explained _____ to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

Special conditions

These are the special conditions to the contract for the sale of land

BETWEEN

MICHAEL MAXIMILLIAN HERMAN AND VANESSA-JOY MONICA HERMAN

(Vendor)

And

(Purchaser)

1. Amendments to Printed Conditions

- (a) Clause 7.1.1 is amended by deleting 5% and inserting 1% in its place
- (b) Clause 14.4.2 deleted
- (c) Clause 16.8 deleted
- (d) Clause 16.12 deleted
- (e) Clause 23.13 and 23.14 are deleted
- (f) Clause 25 deleted
- (g) Clause 30.3 deleted

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. Without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, extend said notice or revoke the notice and reissue a new notice.

3. Death or incapacity

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, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.
- become bankrupt, or if a company go into liquidation, or have a petition for the winding up of such party or enter into any compromise or arrangement with creditors under Part 5.1 of the Corporations Law or any substitution or should any liquidator, receiver or official manager be appointed in respect of such party then such party shall be deemed to be in default and either party may terminate this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 9 hereof shall apply.

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;

- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (f) Does not rely upon any warranty or representation made by the Vendor or anyone on the Vendors behalf, except as are expressly provided for in this Contract. The purchaser acknowledges that it has relied entirely upon its own enquiries and inspections made before entering into this Contract.

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.

5. Late completion

- (a) In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.
- (b) If the Contract does not complete by the completion date the vendor is entitled to serve a Notice to Complete on the purchaser pursuant to this clause, then the purchaser must pay the sum of \$330.00 (inclusive of GST) to cover the additional costs and expenses incurred by the issue of the Notice to Complete, which sum will be adjusted on completion. It is agreed that the damages referred to are a genuine pre-estimate of the costs and expenses incurred due to the delay.
- (c) If, through no fault of the vendor, the purchaser cancels or postpones settlement to a different date, or location, the purchaser shall reimburse the vendors licenced conveyancer an amount of \$220.00 GST inclusive for additional expenses incurred by the vendor for each occasion a settlement is cancelled or postponed.
- (d) If, the settlement does NOT settle via PEXA and through no fault of the vendor, completion does not take place at a time appointed by the parties, the purchaser must on completion in addition to the balance of the purchase price, pay to the vendor \$165.00 inclusive of GST in respect to the vendor's and the vendor's discharging mortgagee's settlement/agency expenses as a genuine pre-estimate of those additional costs to the vendor.

6. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to 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.

7. Vendor Compliance

Notwithstanding clause 11.1 the Vendor need not comply with a work order made on or before the contract date if the work order is made as a consequence of a request, prior to exchange of contracts by the purchaser or any other person on his behalf, to the responsible Council for a building certificate under s.149D of the Environmental Planning & Assessment Act,

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Deposit by instalments

The parties agree that the deposit is 10% of the purchase price.

If the vendor agrees to accept the 10% deposit in instalments, it will be as follows:

- (a) 5% at the making of the contract; and
- (b) 5% at completion; and
- (c) 5% immediately upon demand in the event that the purchaser fails to complete the contract in accordance with the terms. The purchaser agrees that the 10% deposit is a genuine estimate of the loss to the vendor should the purchaser not proceed with this contract.

10. Release of Deposit

The purchaser agrees that on exchange of this contract the deposit paid hereunder shall be released to the vendor or to whom the vendors may direct in writing. Only for the purpose of enabling the vendor to pay the deposit and/or stamp duty on a property being purchased by the vendor or as a deposit on a rental property and/or rental bond or as an ingoing contribution for a retirement village or over 55 accommodation or to be transferred to the PEXA source account for payment of discharge of mortgage at settlement.

11. Sewer

It is no way represented that a copy of the Drainage Diagram/Sewer Mains Diagram annexed hereto necessarily discloses all the pipes and mains which may run through the property. The purchaser shall make no objection, requisition or claim for compensation in respect thereof.

12. Caveat

The purchaser agrees that it will not register a caveat on title without the Vendors knowledge. The purchaser agrees that it must sign a withdrawal of caveat, pay registration fees and the vendors reasonable legal costs if it registers a caveat contrary to this clause without the vendors knowledge.

13. Electronic transaction

The parties agree that this matter will be an 'electronic settlement' on the PEXA platform. If the purchaser or their representation refuse or are not willing to settle via the PEXA platform, the purchaser must in addition to any other money payable under this contract pay to the vendors conveyancer a fee of \$220.00 on completion as agreed additional costs arising from the completion not being conducted as an electronic transaction plus any additional costs incurred by the vendor. This additional special condition is an essential clause of this contract.

14. Sewer Location Plan

The Vendor discloses and the Purchaser acknowledges that the sewer plan prepared by the authority as attached hereto is the only sewer diagram available in the ordinary course of administration.

15. Section 10.7(2) certificate

The Vendor discloses and the Purchaser acknowledges that the section 10.7(2) certificate attached to the Contract may not comply with Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, Item 21. The certificate attached to the Contract is accurate as to what is available from council as at the date of exchange.

16. Notice to Purchaser

The vendor advises and the purchaser acknowledges that this transaction is not a sale of a New Residential Premises or Potential Residential Land. Therefore there will be no withholding obligation in respect of this transaction.

17. Authority to vary Contract

Each party authorises their legal representative to vary the provisions of this Contract at any time before the expiration of the cooling off period.

18. Error in adjustments

Each party agrees that if on completion of this Contract any adjustment made (or allowed to be made) under this Contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall not merge on completion.

19. Section 184 Certificate

The purchaser shall obtain a certificate under Section 184, Strata Management Act 2015 and serve it on the Vendor at least 5 days prior to completion.

20. No sewer service diagram

The vendor discloses there is no sewer service diagram available from the authority in the ordinary course of administration. The purchaser agrees that they cannot make any objection,

requisition or claim for compensation nor have any right of rescission or terminate due to the absence of this document.

21. COVID-19

For the benefit of both parties, should settlement be delayed as a direct consequence of matters arising from the Coronavirus (Covid-19) Pandemic, whether from direct infection to a Vendor or Purchaser, an immediate Family member or by virtue of a Government directive:

Then the parties agree that the following provisions shall apply:

1. the other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
2. The party seeking the benefit of this clause must provide suitable documentation to provide evidence they are affected;
3. Completion shall take place within fourteen (14) days from the date from which the party is permitted to leave the property.
4. If the vendor is the party seeking the benefit of this clause, they shall do all things reasonably possible to vacate the property by a minimum of 24 hours prior to completion
5. It is an essential term of this contract that if the vendor is seeking the benefit of this clause, they shall thoroughly disinfect the property prior to completion. For the purpose of clarity, disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors
6. On completion, the purchaser accepts the property in its current state. The purchaser shall not make any claim for compensation or damages and holds safe and indemnifies the vendor from same should the purchaser contract the Covid-19 virus at any stage after completion, whether contracted from the property or otherwise.

22. Electronic Transaction

22.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

22.2 Execution by either or both of the parties to the Contract of an email copy of this Contract and transmission by email of a copy of the Contract executed by that party to the other party or the other party's licenced conveyancer or solicitor shall constitute a valid and binding execution of this Contract by such party or parties.

22.3 For the purposes of the *Electronic Transactions Act 1999 (Cth)* and *Electronic Transactions Act 2000 (NSW)* each of the parties consents to receiving and sending the Contract electronically.

22.4 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

22.5 The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement, but each party shall pay their own costs.

22.6 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.

22.7 If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established on the next working day the parties must settle in the usual nonelectronic manner as soon as possible but no later than three (3) working days after the initial electronic failure, unless otherwise agreed.

- 22** If the Contract is subject to 'Vacant Possession' and there is a tenant residing in the property, notwithstanding any other provisions herein, the Completion Date shall be the later of the following:-

- The Date for Completion as noted on the front page of the Contract; or
 - Within seven (7) days of the Vendor's conveyancer providing the purchaser's conveyancer with written notice that the Tenant has/will be vacating
- The Vendors warrant that notice will be served upon the tenant immediately upon the expiration of the cooling off period and in any event this date shall not exceed three (3) months from the date hereof, otherwise either party shall be entitled to rescind the provisions of Clause 19 shall apply.

23 Settlement adjustment figures

The Purchaser will provide to the vendor's conveyancers office at least 7 business days prior to the completion date adjustment figures together with supporting certificates by email. Failure to do this will result in sum payable to the vendor of \$165.00 GST inclusive for additional expenses incurred by the vendor for arranging documentation for the figures to be uploaded by the vendors conveyancer.

Adjustments loaded into PEXA will not be used or relied upon and supporting documents are not to be uploaded into PEXA



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/SP101161

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/8/2022	8:45 AM	2	14/4/2020

LAND

LOT 4 IN STRATA PLAN 101161
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN

FIRST SCHEDULE

VANESSA-JOY MONICA HERMAN
MICHAEL MAXIMILLIAN HERMAN
AS JOINT TENANTS

(T AQ33716)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101161
- 2 AQ33717 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Admin-ADMIN-

PRINTED ON 24/8/2022

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

Date and Time of Search: Tue Aug 23 22:45:57 2022
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101161

Table with 4 columns: SEARCH DATE, TIME, EDITION NO, DATE. Values: 24/8/2022, 8:53 AM, 2, 31/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101161
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP101161

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101161
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- CITYHOME STRATA MANAGEMENT PTY LTD
SUITE 7, 383 CHURCH STREET
PARRAMATTA NSW 2150

SECOND SCHEDULE (26 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1258608
4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP101161
5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
6 DP1258608 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
7 DP1258608 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP1258608 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
9 DP1258608 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
10 DP1258608 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
11 DP1258608 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
12 DP1258608 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.

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Date and Time of Search: Tue Aug 23 22:53:04 2022

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101161

PAGE 2

SECOND SCHEDULE (26 NOTIFICATIONS) (CONTINUED)

- WHOLE OF THE LAND ABOVE DESCRIBED
- 13 DP1258608 EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 14 DP1258608 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 15 DP1258608 EASEMENT TO USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 16 DP1258608 EASEMENT TO USE GARBAGE HOLD VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 17 DP1258608 EASEMENT FOR LIGHT AND AIR 5 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 18 DP1258608 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
 - 19 DP1258608 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
 - 20 DP1258608 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
 - 21 DP1258608 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
 - 22 DP1258608 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
 - 23 DP1258608 POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
 - 24 DP1258608 POSITIVE COVENANT REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
 - 25 DP1258608 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
 - 26 DP1262192 EASEMENT FOR ELECTRICITY PURPOSES 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 101161

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 92	2	- 88	3	- 92	4	- 84
5	- 92	6	- 90	7	- 87	8	- 84
9	- 82	10	- 82	11	- 68	12	- 88
13	- 88	14	- 70	15	- 84	16	- 84
17	- 88	18	- 84	19	- 84	20	- 84
21	- 84	22	- 71	23	- 84	24	- 84
25	- 99	26	- 88	27	- 86	28	- 86
29	- 84	30	- 86	31	- 82	32	- 84
33	- 84	34	- 87	35	- 87	36	- 70
37	- 84	38	- 84	39	- 75	40	- 84
41	- 84	42	- 87	43	- 84	44	- 84
45	- 84	46	- 84	47	- 71	48	- 84

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

STRATA PLAN 101161

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
49	- 84	50	- 99	51	- 87	52	- 84
53	- 84	54	- 84	55	- 87	56	- 82
57	- 84	58	- 84	59	- 87	60	- 87
61	- 70	62	- 84	63	- 84	64	- 75
65	- 84	66	- 84	67	- 87	68	- 84
69	- 84	70	- 84	71	- 84	72	- 71
73	- 87	74	- 87	75	- 99	76	- 87
77	- 84	78	- 84	79	- 84	80	- 88
81	- 82	82	- 84	83	- 84	84	- 87
85	- 88	86	- 70	87	- 84	88	- 84
89	- 75	90	- 84	91	- 84	92	- 87
93	- 84	94	- 84	95	- 84	96	- 84
97	- 71	98	- 87	99	- 87	100	- 99
101	- 88	102	- 84	103	- 84	104	- 84
105	- 88	106	- 82	107	- 84	108	- 87
109	- 88	110	- 70	111	- 84	112	- 84
113	- 75	114	- 84	115	- 84	116	- 87
117	- 84	118	- 84	119	- 84		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Admin-ADMIN-

PRINTED ON 24/8/2022

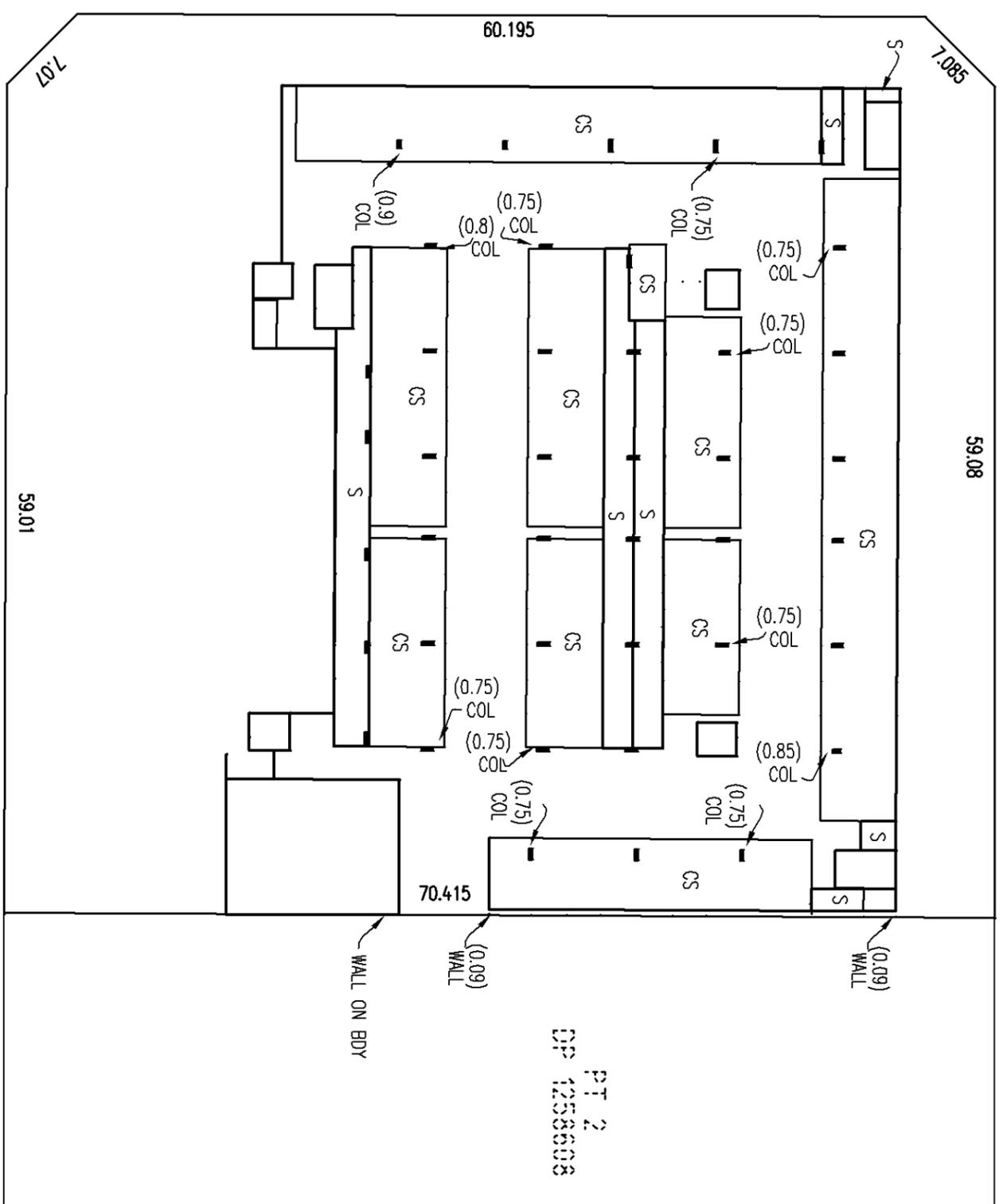
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No 1 AND 3 JOSUE CRESCENT AND No 7 AND 9
 SCHOFIELDS FARM ROAD, 5 LEVEL CONCRETE RESIDENTIAL
 APARTMENT BUILDING WITH 2 BASEMENT LEVELS, WITHIN A
 RESIDENTIAL APARTMENT COMPLEX

LOCATION PLAN - BASEMENT LEVEL 1
 NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN
 STRATUM AS DEFINED IN DP 1258608
 SCHOFIELDS FARM ROAD



CS - CAR SPACE
 S - STORAGE

GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE SUBJECT LAND CREATED BY DP 1258608
 EASEMENT FOR SUPPORT AND SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR EMERGENCY EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES
NOTE: GLOBAL EASEMENT INFORMATION IS NOT REPEATED ON THE FOLLOWING SHEETS

SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:400
 Lengths are in metres.

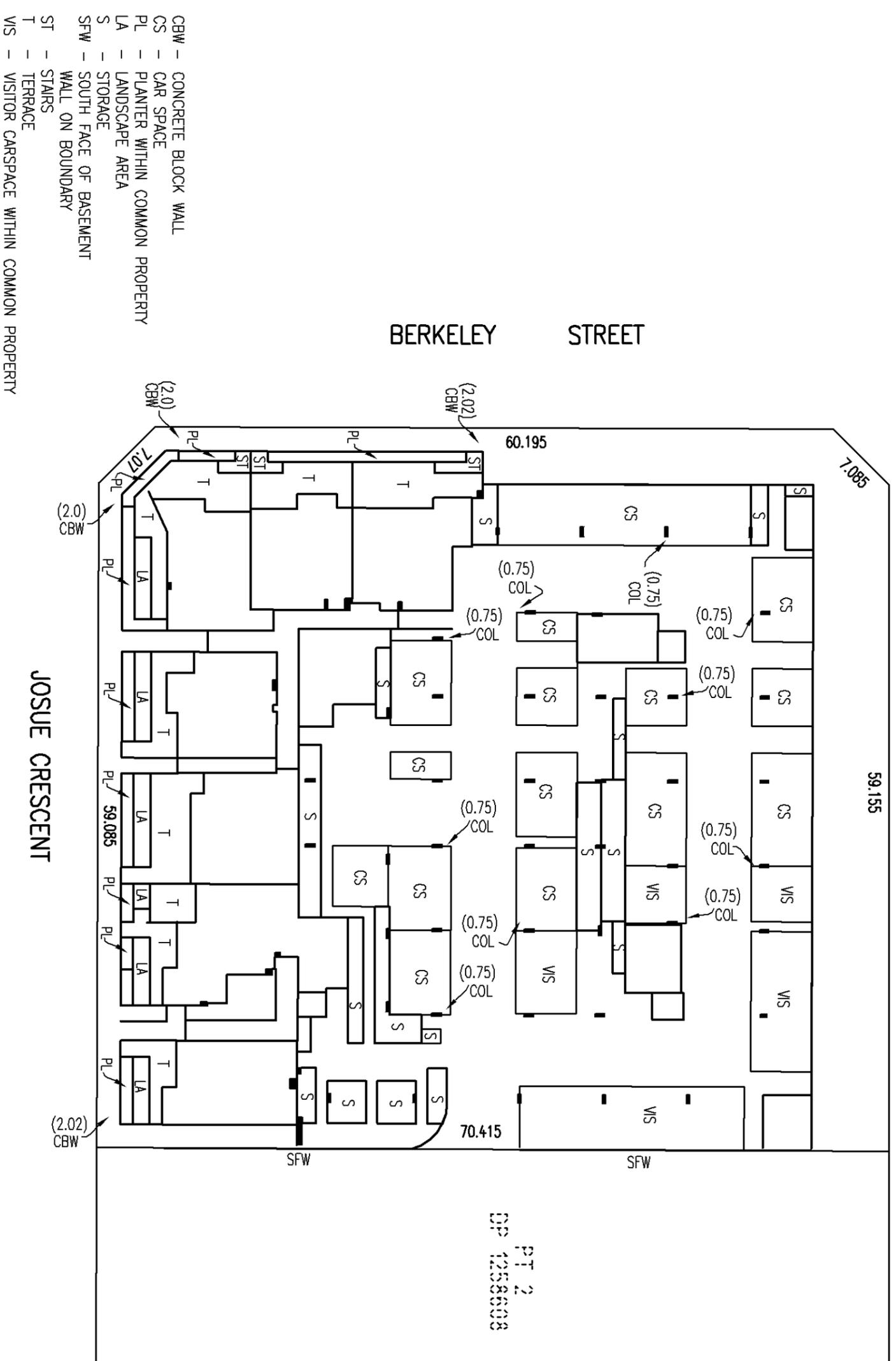
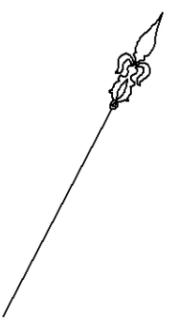
REGISTERED
 30/03/2020

SP101161

No 1 AND 3 JOSUE CRESCENT AND No 7 AND 9 SCHOFIELDS FARM ROAD, 5 LEVEL CONCRETE RESIDENTIAL APARTMENT BUILDING WITH 2 BASEMENT LEVELS, WITHIN A RESIDENTIAL APARTMENT COMPLEX

LOCATION PLAN - LOWER GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1258608
SCHOFIELDS FARM ROAD



- CBW - CONCRETE BLOCK WALL
- CS - CAR SPACE
- PL - PLANTER WITHIN COMMON PROPERTY
- LA - LANDSCAPE AREA
- S - STORAGE
- SFW - SOUTH FACE OF BASEMENT WALL ON BOUNDARY
- ST - STAIRS
- T - TERRACE
- VIS - VISITOR CARSPACE WITHIN COMMON PROPERTY

SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:400
 Lengths are in metres.

REGISTERED
 30/03/2020

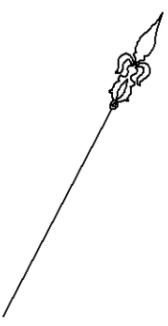
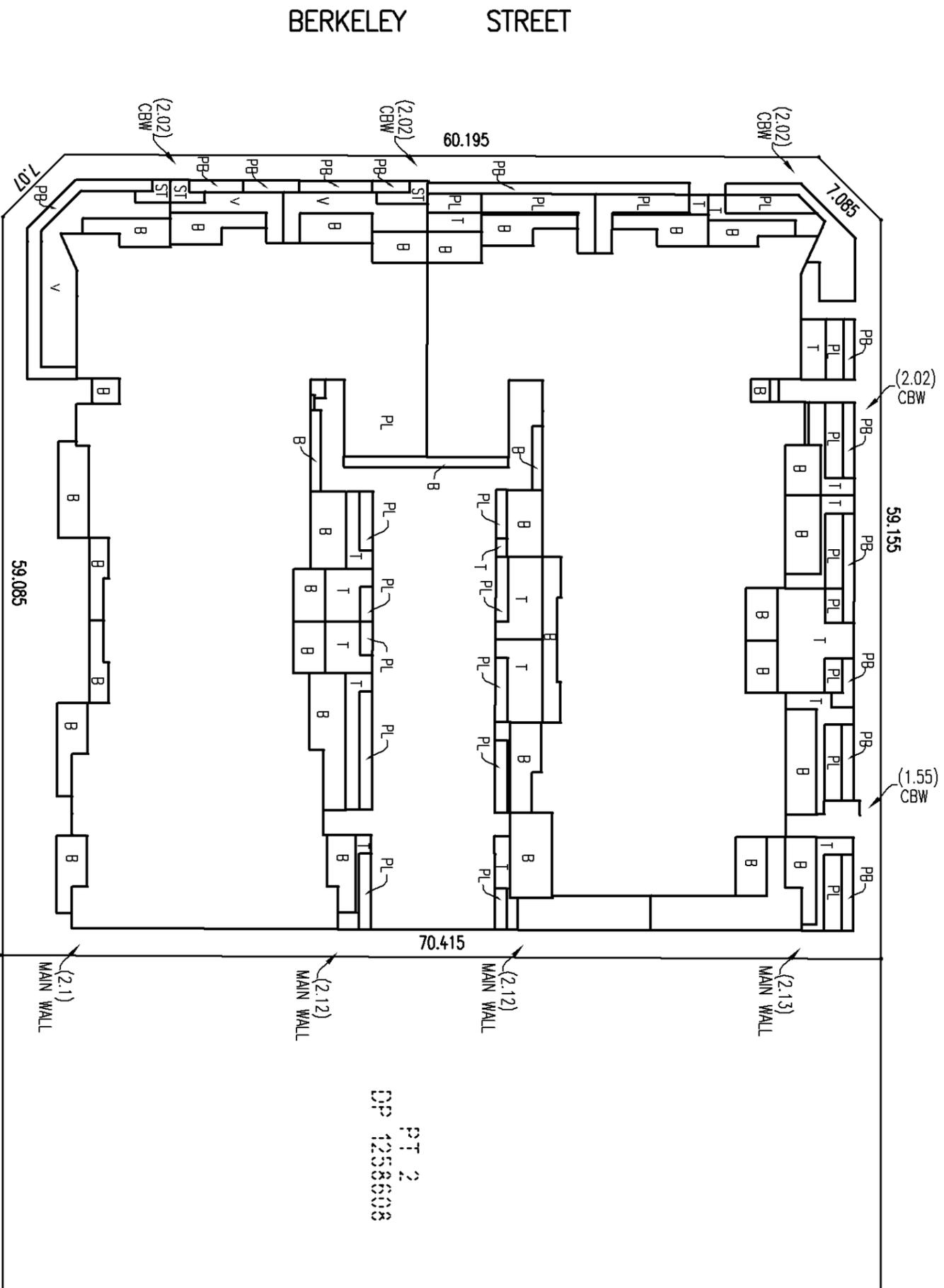
SP101161

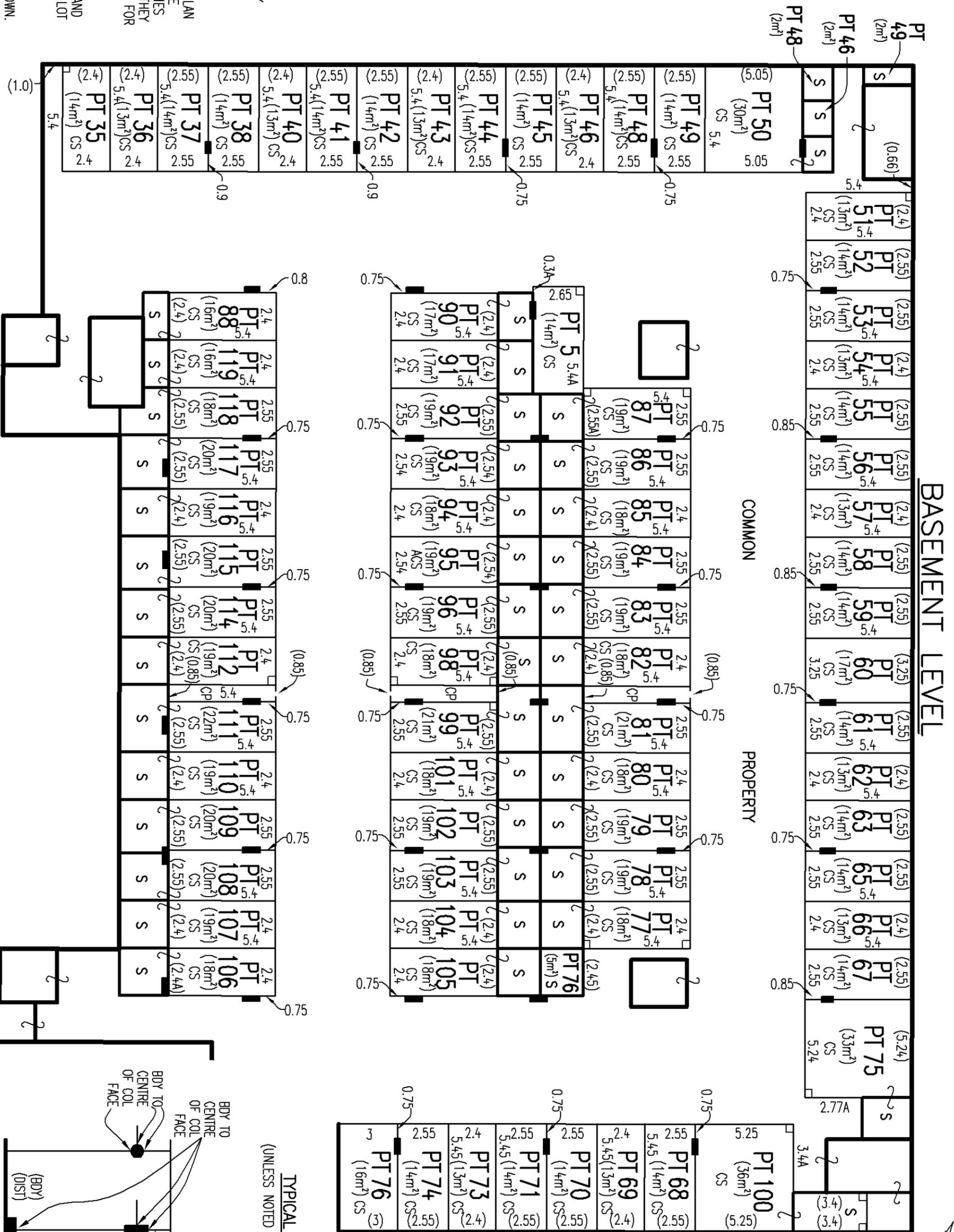
No 1 AND 3 JOSUE CRESCENT AND No 7 AND 9 SCHOFIELDS FARM ROAD, 5 LEVEL CONCRETE RESIDENTIAL APARTMENT BUILDING WITH 2 BASEMENT LEVELS, WITHIN A RESIDENTIAL APARTMENT COMPLEX

LOCATION PLAN - GROUND LEVEL AND ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1258608

SCHOFIELDS FARM ROAD





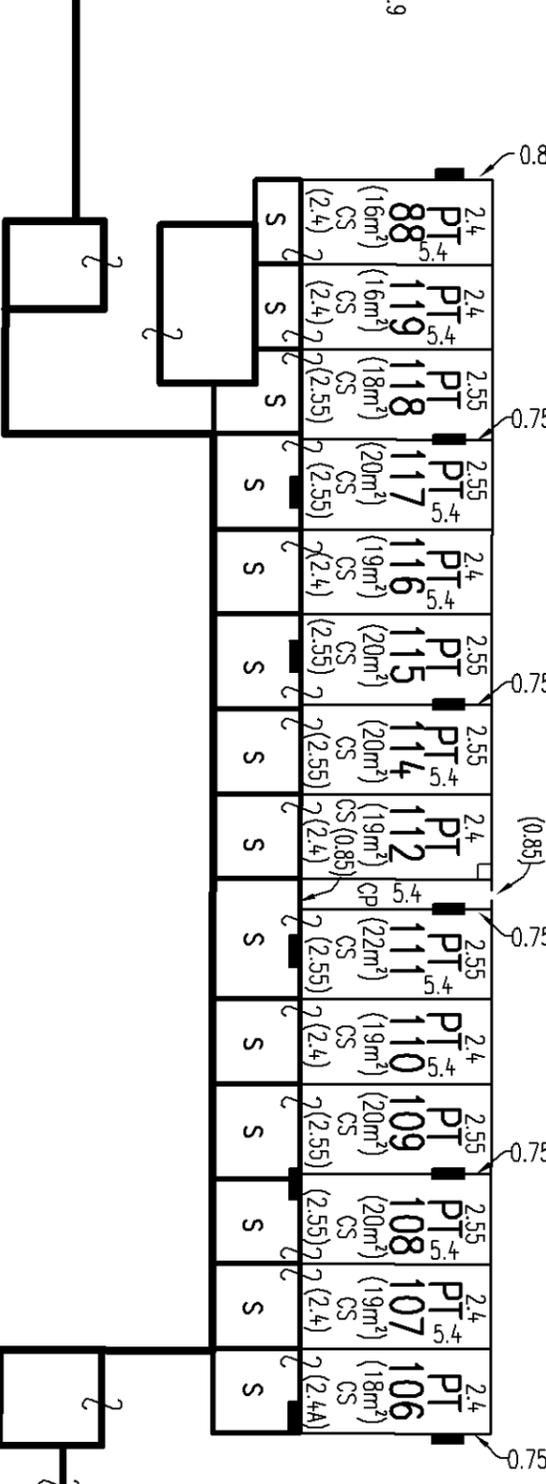
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

A - PROLONGATION OF FACE OF WALL
 CP - COMMON PROPERTY
 CS - CAR SPACE
 S - STORAGE SPACE

PT 49 (2m²) S
 PT 46 (2m²) S
 PT 48 (2m²) S
 PT 50 (30m²) CS 5.4
 PT 49 (14m²) CS 2.55
 PT 48 (14m²) CS 2.55
 PT 46 (13m²) CS 2.4
 PT 45 (14m²) CS 2.55
 PT 44 (14m²) CS 2.55
 PT 43 (13m²) CS 2.4
 PT 42 (14m²) CS 2.55
 PT 41 (14m²) CS 2.55
 PT 40 (13m²) CS 2.4
 PT 38 (14m²) CS 2.55
 PT 37 (14m²) CS 2.55
 PT 36 (13m²) CS 2.4
 PT 35 (14m²) CS 2.4



SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30/03/2020

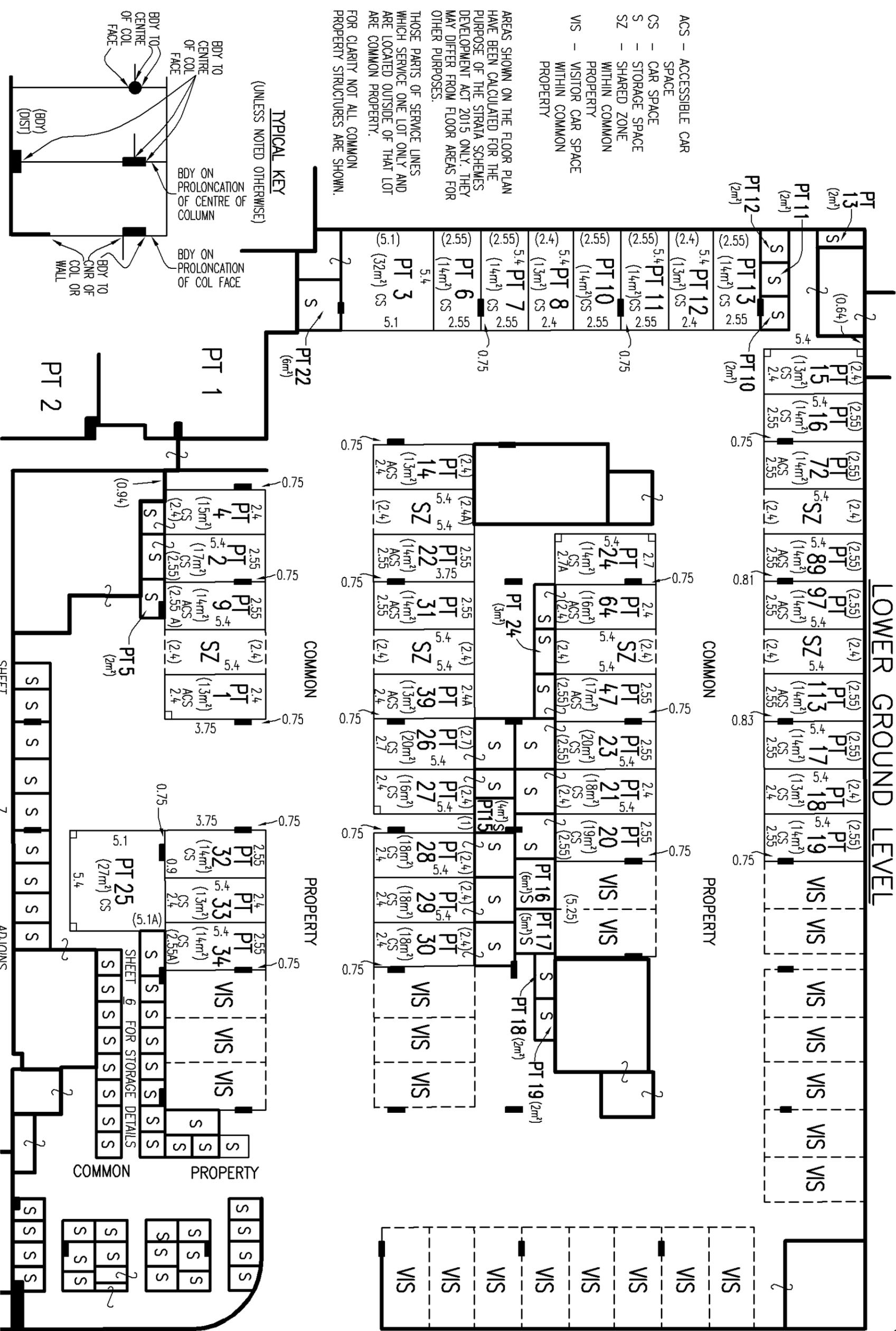
SP101161

- ACS - ACCESSIBLE CAR SPACE
- CS - CAR SPACE
- S - STORAGE SPACE
- SZ - SHARED ZONE WITHIN COMMON PROPERTY
- VIS - VISITOR CAR SPACE WITHIN COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.



SURVEYOR
Name: PETER AARON BOORER
Date: 27/02/2020
Reference: 161215 SP LOT 1

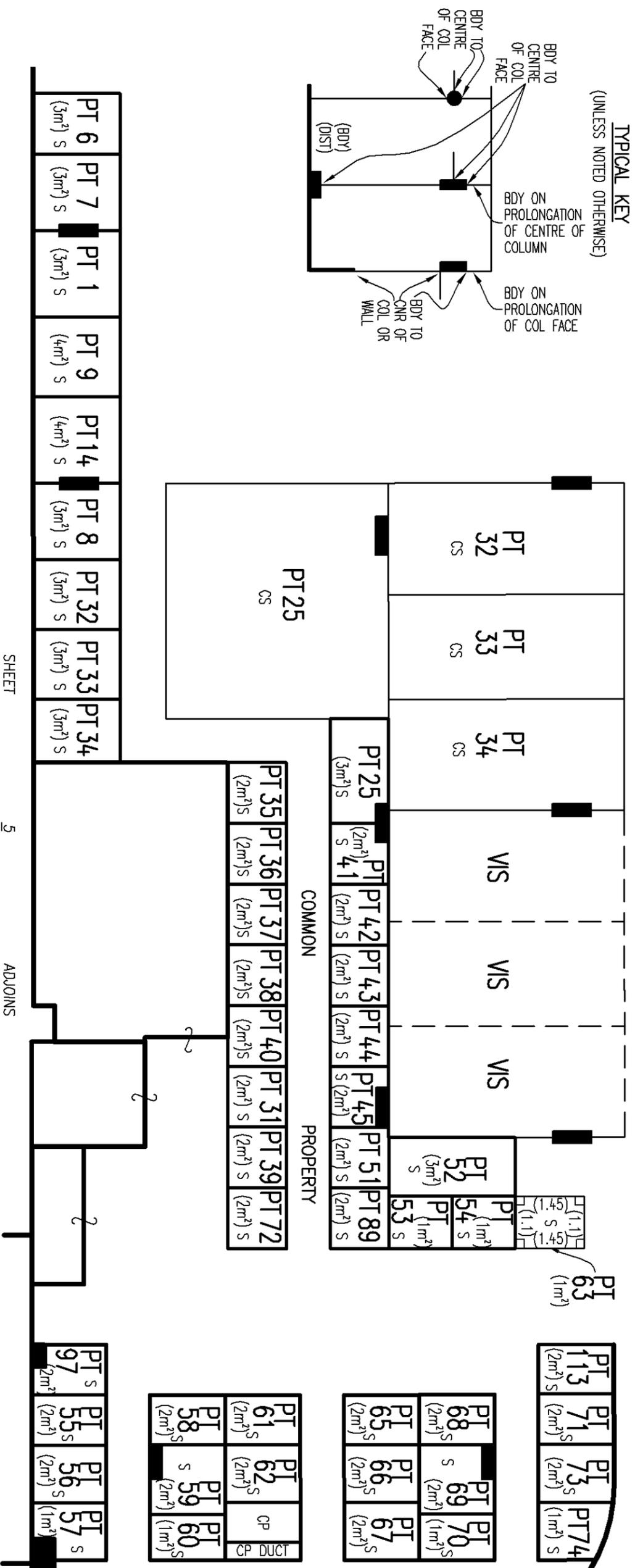
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1258608

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
30/03/2020

SP101161

LOWER GROUND LEVEL



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP - COMMON PROPERTY
CS - CAR SPACE
S - STORAGE
VIS - VISITOR PARKING SPACE WITHIN COMMON PROPERTY

SURVEYOR
Name: PETER AARON BOORER
Date: 27/02/2020
Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1258608

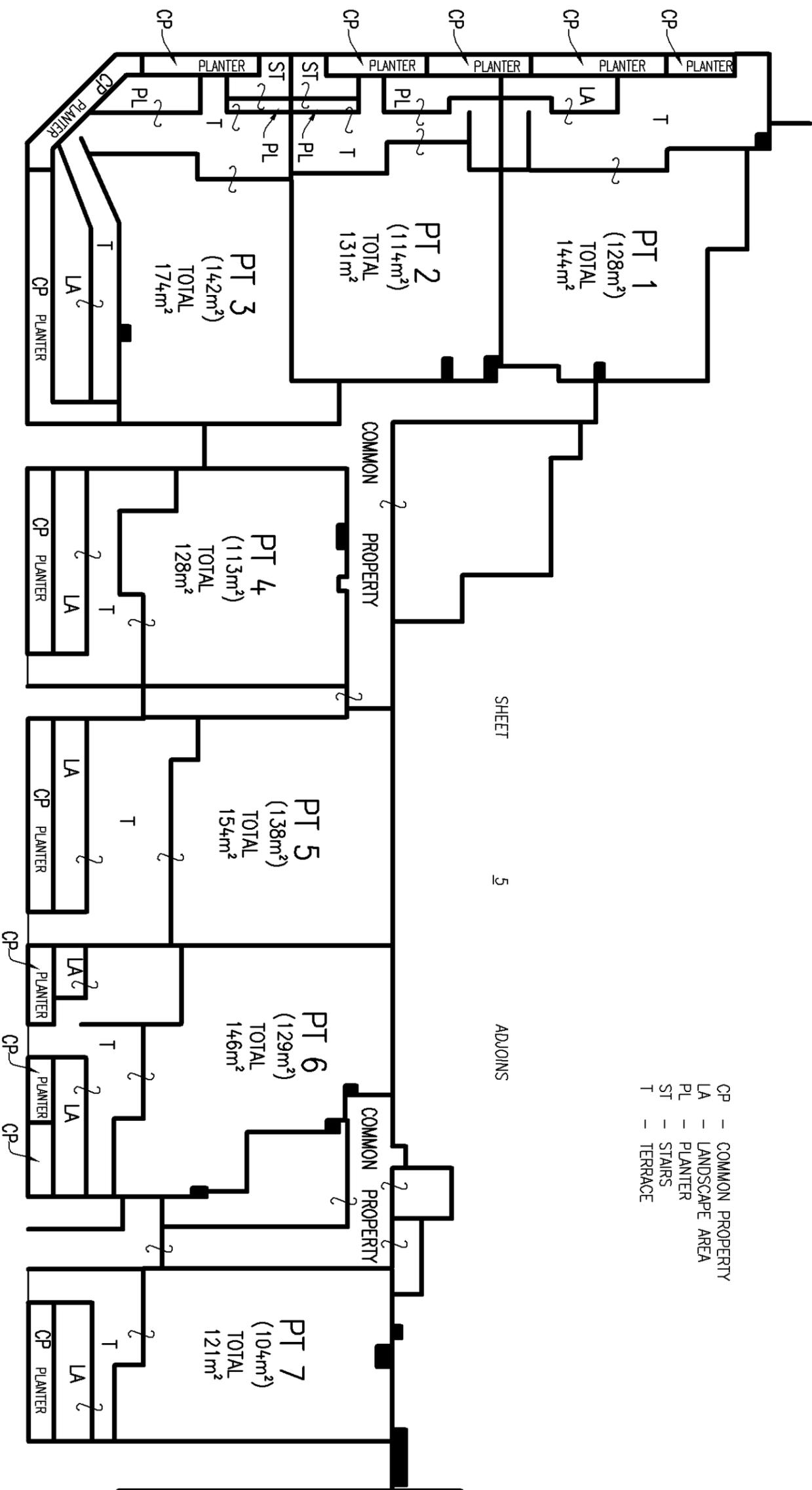
LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:100
Lengths are in metres.

REGISTERED
30/03/2020

SP101161

Z:\acaddata\161085\161215 SCHOFIELDS RD\161215 FINAL SP LOT 1 BLDGA\161215 SP LOT 1 SH105-07_L_GRD.dwg

LOWER GROUND LEVEL



CP - COMMON PROPERTY
 LA - LANDSCAPE AREA
 PL - PLANTER
 ST - STAIRS
 T - TERRACE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF THE STAIRS, TERRACES, AND PLANTERS IS LIMITED IN HEIGHT TO 3.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF THE LANDSCAPE AREAS IS LIMITED IN HEIGHT TO 3.2 METRES ABOVE, AND WHERE NO CONCRETE BASE STRUCTURE EXISTS, 1.0 METRES BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE ADJOINING TERRACE
 - ALL MEMBRANE COVERING THE CONCRETE FLOORS AND CONCRETE BASE STRUCTURES IS COMMON PROPERTY

SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

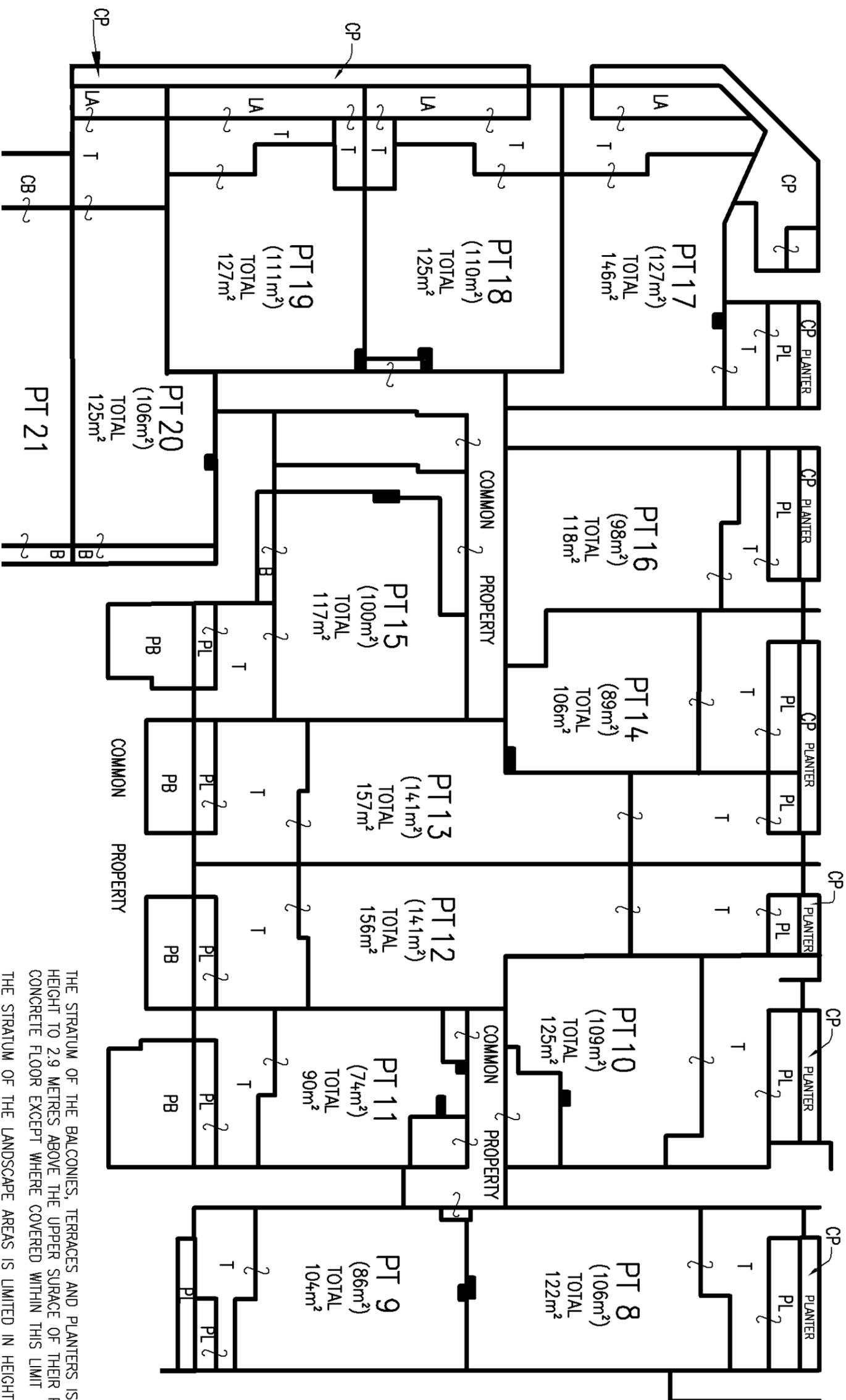
LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30/03/2020

SP101161

GROUND LEVEL

- CB - COVERED BALCONY
- CP - COMMON PROPERTY
- PL - PLANTER
- PB - PLANTER WITHIN COMMON PROPERTY
- ST - STAIRS
- T - TERRACE
- B - BALCONY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SHEET

9

ADJOINS

THE STRATUM OF THE BALCONIES, TERRACES AND PLANTERS IS LIMITED IN HEIGHT TO 2.9 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF THE LANDSCAPE AREAS IS LIMITED IN HEIGHT TO 2.85 METRES ABOVE, AND WHERE NO CONCRETE BASE STRUCTURE EXISTS, 1.0 METRES BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE ADJOINING TERRACE

- ALL MEMBRANE COVERING THE CONCRETE FLOORS AND CONCRETE BASE STRUCTURES IS COMMON PROPERTY

SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

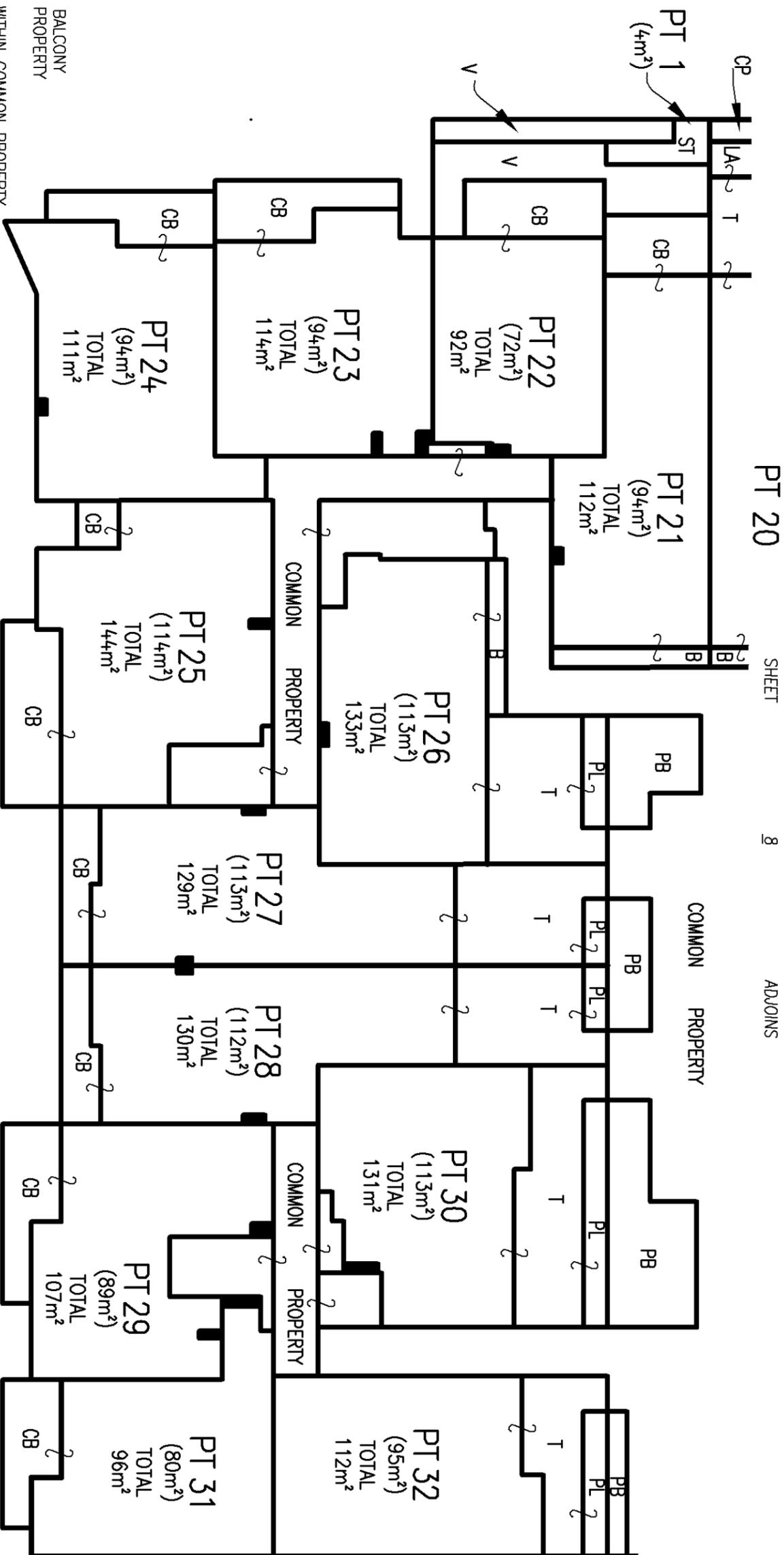
PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30/03/2020

SP101161

GROUND LEVEL



B - BALCONY
 CB - COVERED BALCONY
 CP - COMMON PROPERTY
 PL - PLANTER
 PB - PLANTER WITHIN COMMON PROPERTY
 ST - STAIRS
 T - TERRACE
 V - VOID TO LOWER GROUND

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF THE BALCONIES, STAIRS, TERRACES, AND PLANTERS IS LIMITED IN HEIGHT TO 2.9 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 - ALL MEMBRANE COVERING THE CONCRETE FLOORS AND CONCRETE BASE STRUCTURES IS COMMON PROPERTY

SURVEYOR
 Name: PETER AARON BOORER
 Date: 27/02/2020
 Reference: 161215 SP LOT 1

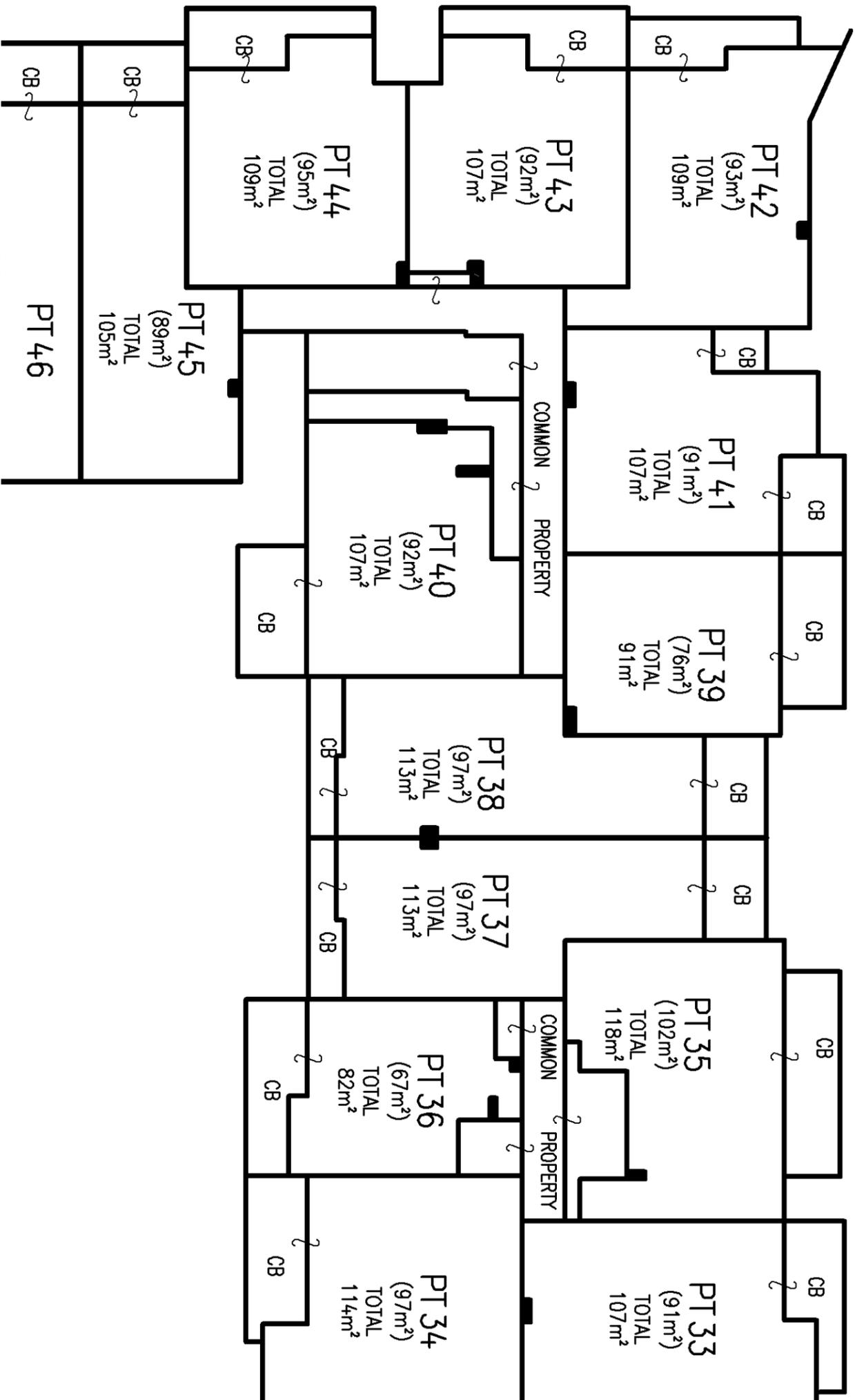
PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 30/03/2020

SP101161

LEVEL 1



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SHEET

11

ADJOINS

CB - COVERED BALCONY

SURVEYOR
Name: PETER AARON BOORER
Date: 27/02/2020
Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1258608

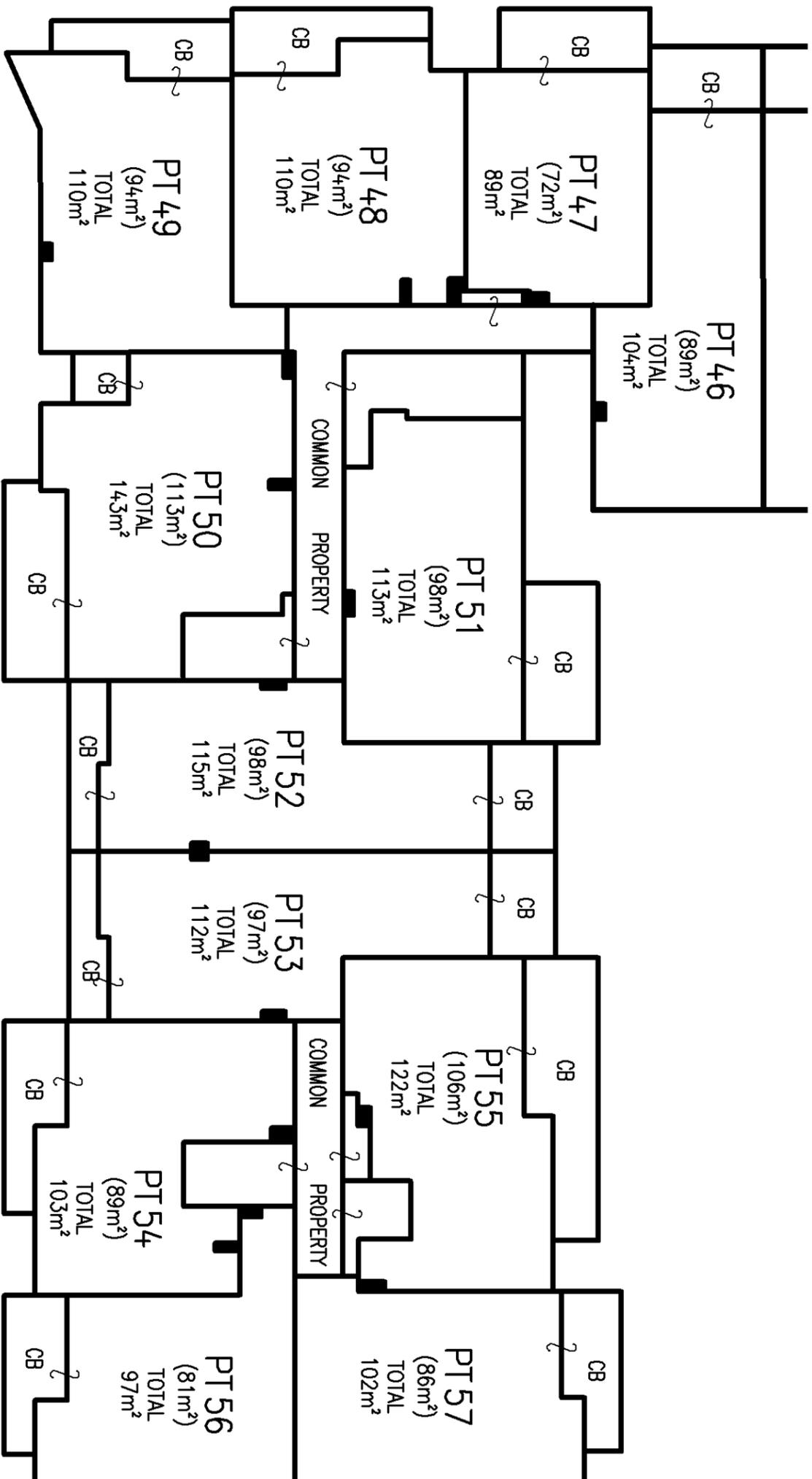
LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
30/03/2020

SP101161

LEVEL 1

SHEET 10 ADJOINS



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CB - COVERED BALCONY

SURVEYOR
Name: PETER AARON BOORER
Date: 27/02/2020
Reference: 161215 SP LOT 1

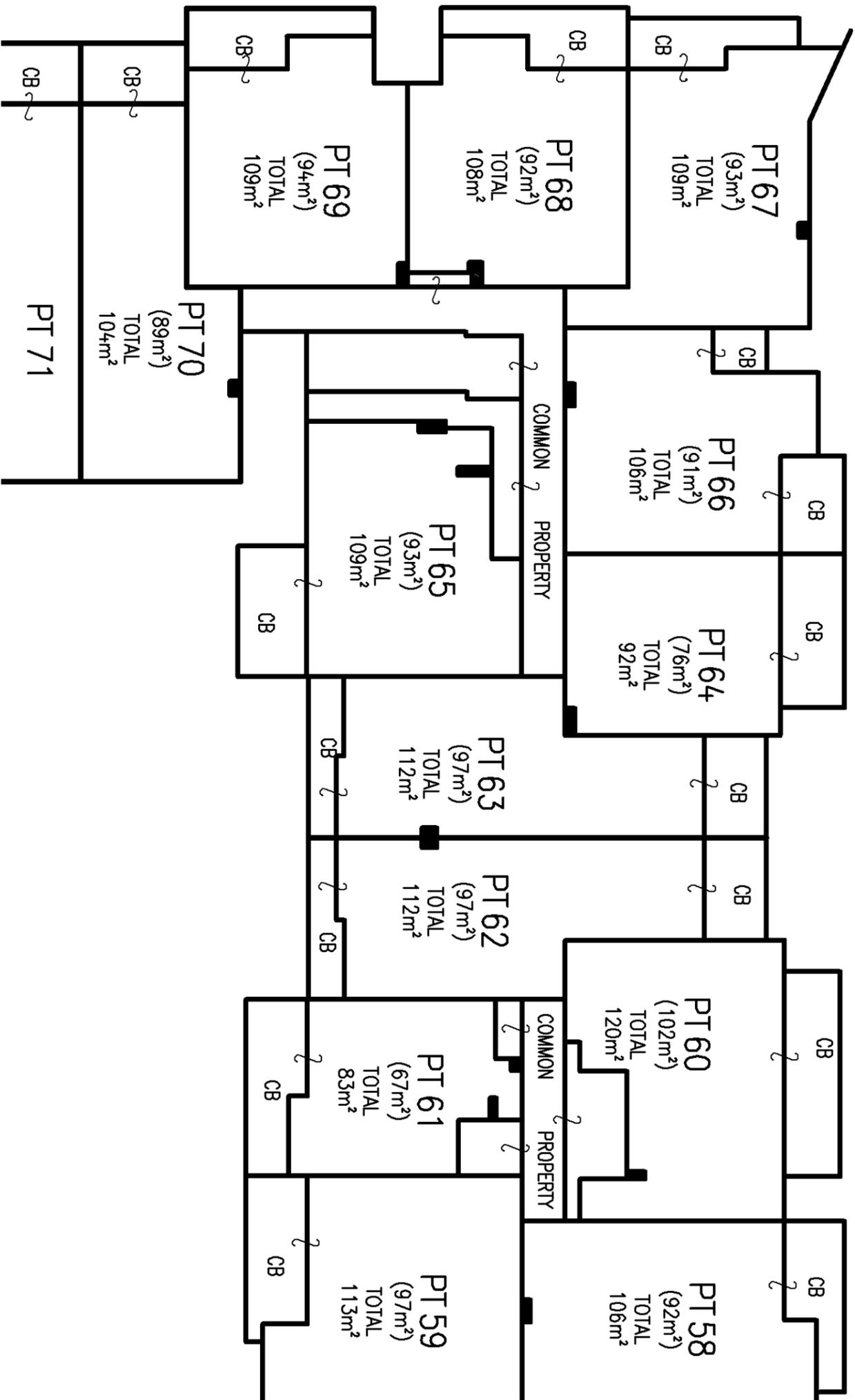
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1258608

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
30/03/2020

SP101161

LEVEL 2



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SHEET

13

ADJOINS

CB - COVERED BALCONY

SURVEYOR
Name: PETER AARON BOORER
Date: 27/02/2020
Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1258608

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:200
Lengths are in metres.

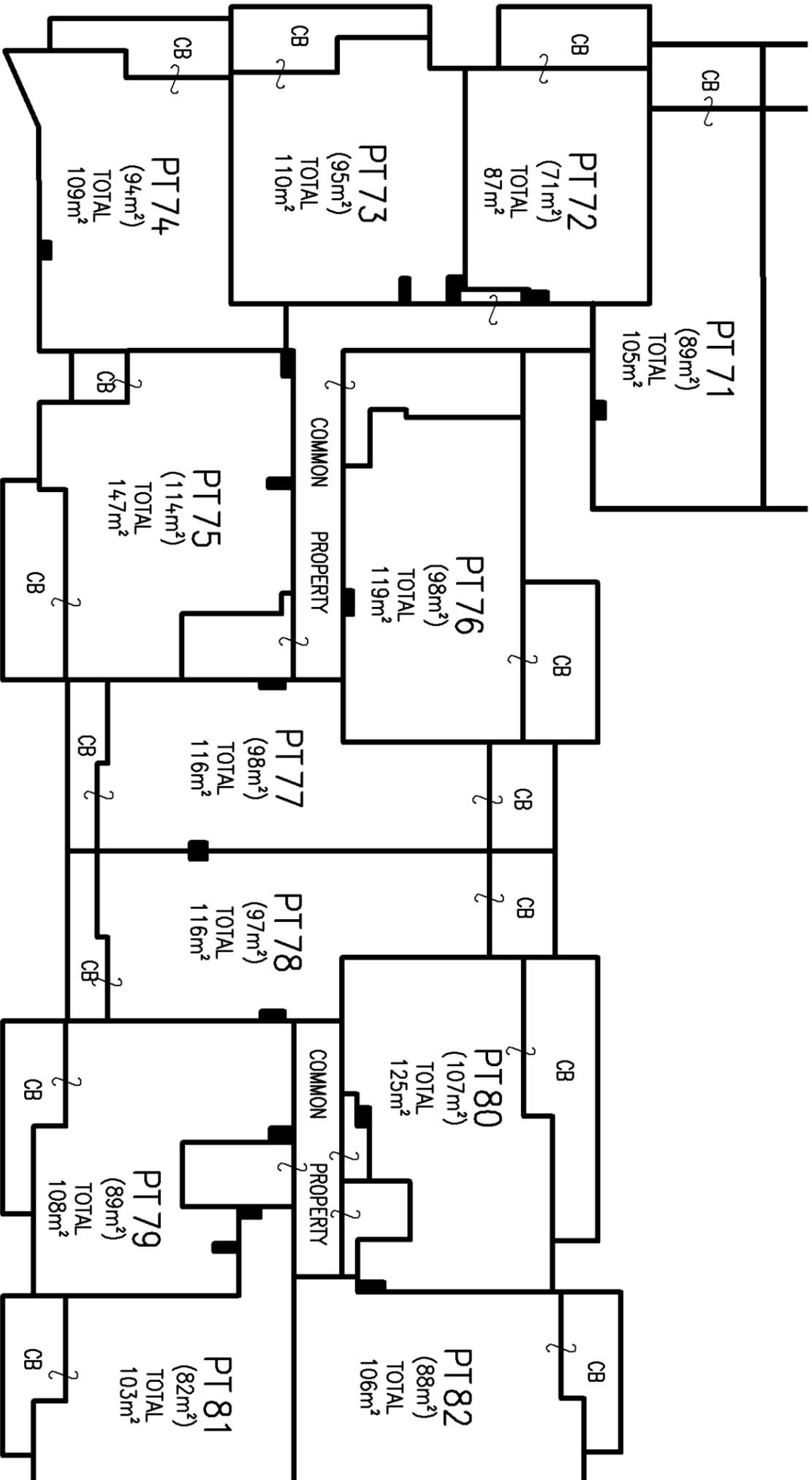


REGISTERED
30/03/2020

SP101161

LEVEL 2

SHEET 12 ADJOINS



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CB - COVERED BALCONY

SURVEYOR
Name: PETER AARON BOORER
Date: 27/02/2020
Reference: 161215 SP LOT 1

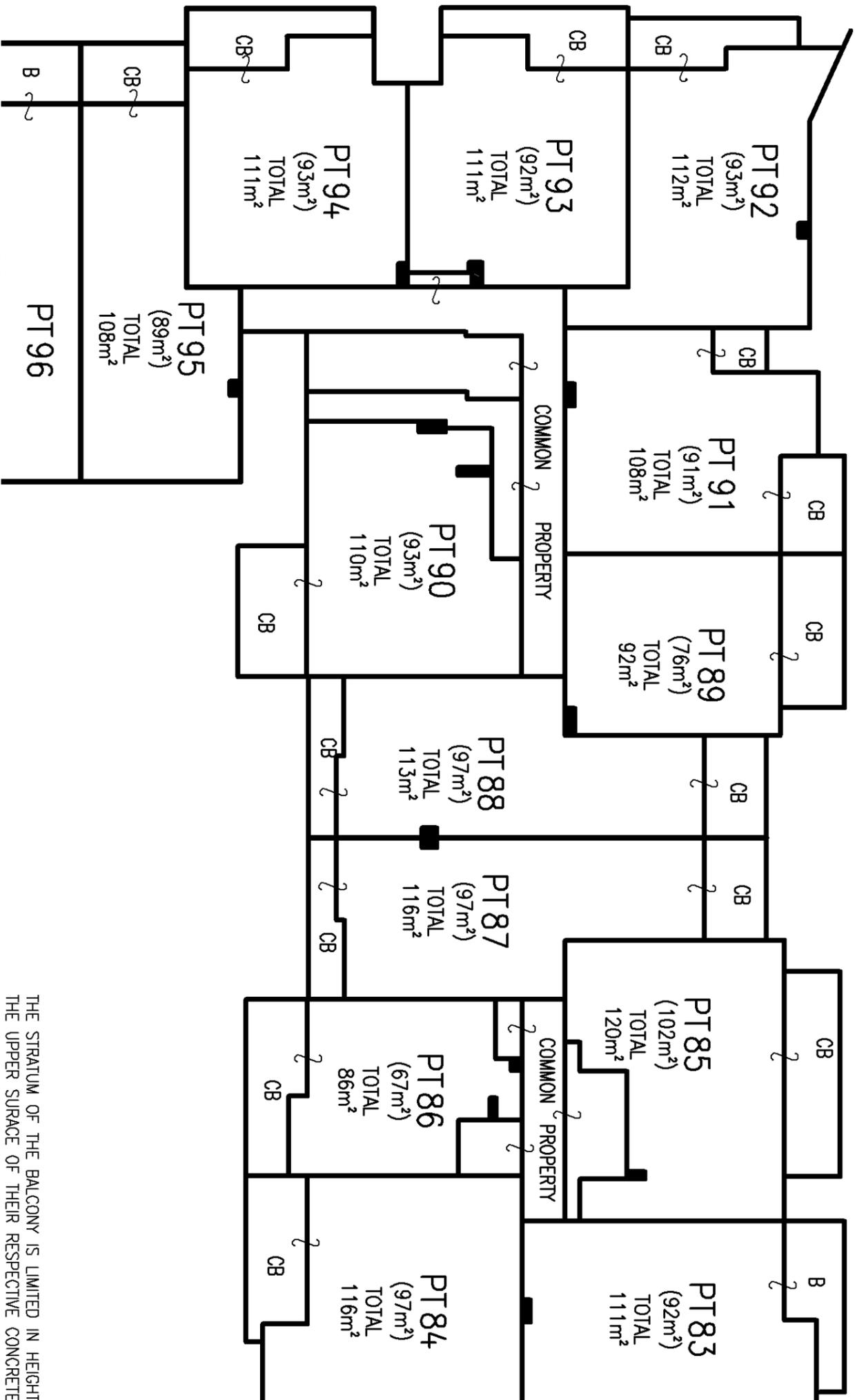
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1258608

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
30/03/2020

SP101161

LEVEL 3



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

SHEET 15 ADJOINS

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

- ALL MEMBRANE COVERING THE CONCRETE FLOORS IS COMMON PROPERTY

- B - BALCONY
- CB - COVERED BALCONY
- CP - COMMON PROPERTY

SURVEYOR
Name: PETER AARON BOORER
Date: 27/02/2020
Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1258608

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
30/03/2020

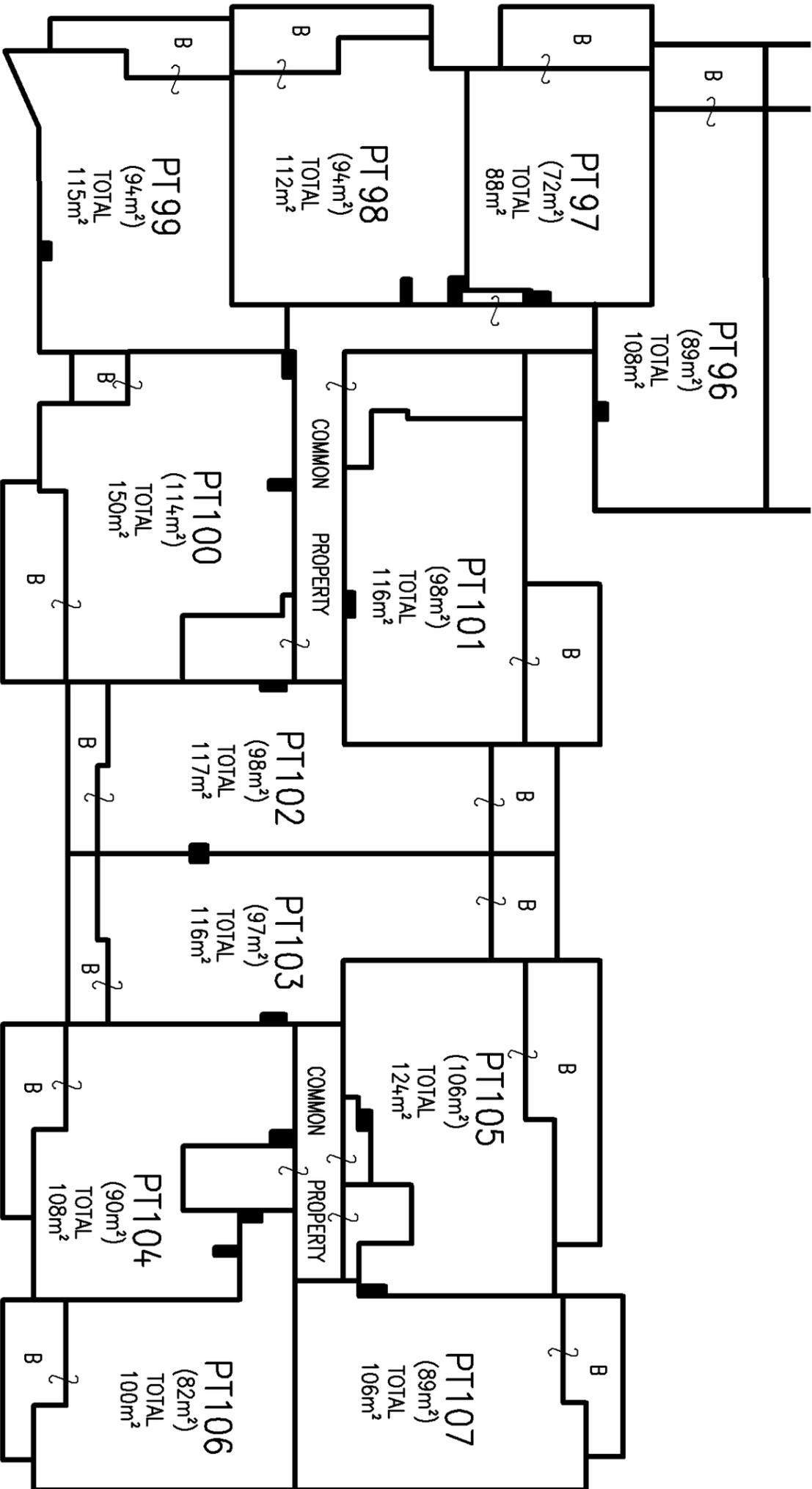
SP101161

LEVEL 3

SHEET

14

ADJOINS



B - BALCONY
CP - COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.95 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
- ALL MEMBRANE COVERING THE CONCRETE FLOORS IS COMMON PROPERTY

SURVEYOR
Name: PETER AARON BOORER
Date: 27/02/2020
Reference: 161215 SP LOT 1

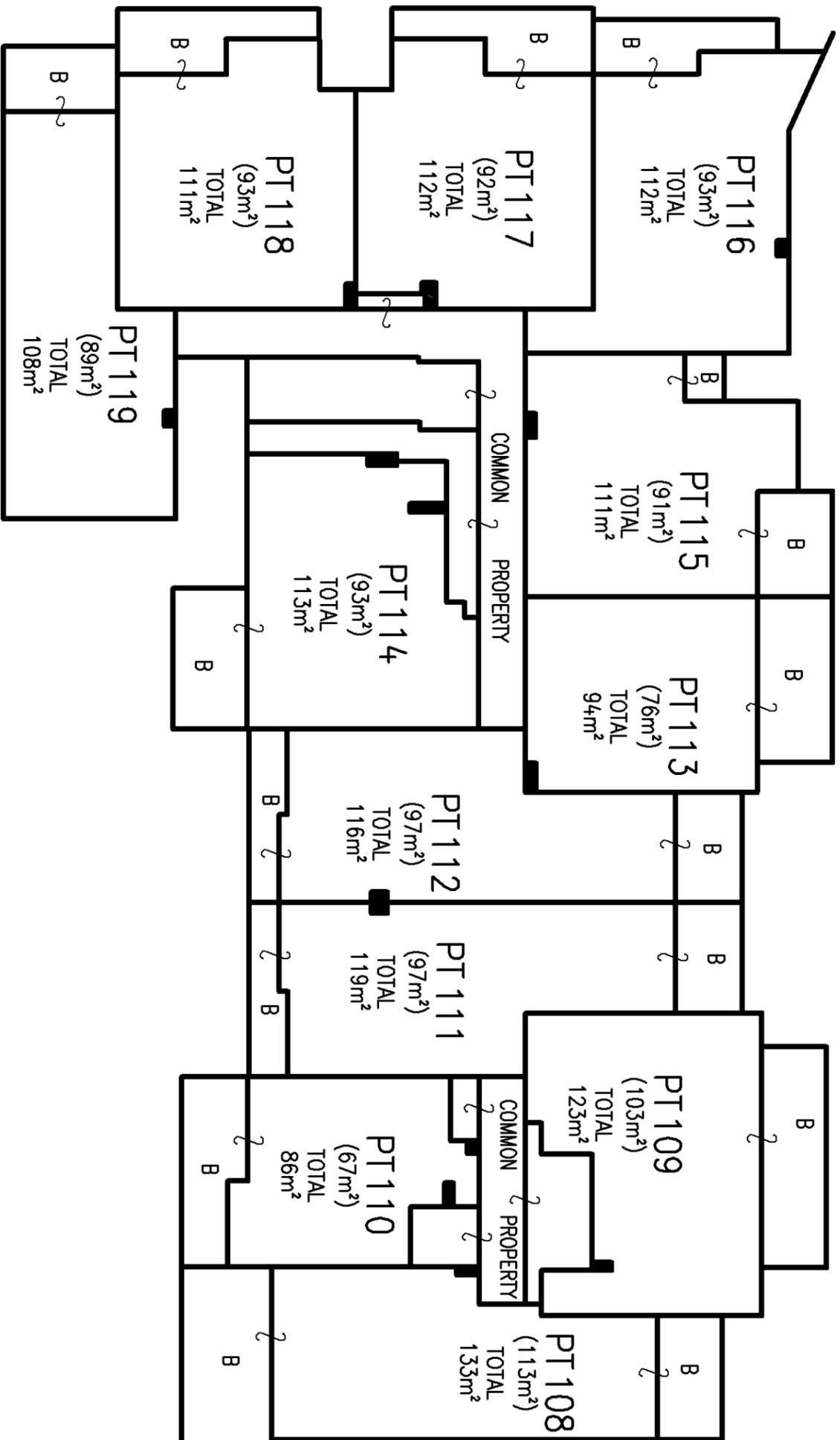
PLAN OF SUBDIVISION OF LOT 1 IN
DP 1258608

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
30/03/2020

SP101161

LEVEL 4



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
- ALL MEMBRANE COVERING THE CONCRETE FLOORS IS COMMON PROPERTY

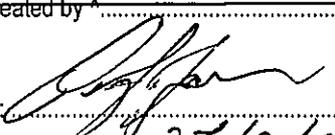
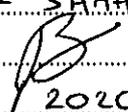
SURVEYOR
Name: PETER AARON BOORER
Date: 27/02/2020
Reference: 161215 SP LOT 1

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1258608

LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
30/03/2020

SP101161

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 8 sheet(s)	
Office Use Only			Office Use Only		
Registered:  30/03/2020			SP101161		
PLAN OF SUBDIVISION OF LOT 1 IN DP 1258608			LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents No. 7-9 SCHOFIELDS FARM ROAD SCHOFIELD NSW 2762 Provide an Australian address including a postcode			The by-laws adopted for the scheme are: * Model By laws for residential 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, <u>PETER AARON BOORER</u> of <u>Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) <u>a public space</u> *(b) <u>land other than a public place and an appropriate easement to permit the encroachment has been created by ^</u> Signature:  Date: <u>27/2/2020</u> Surveyor ID: <u>9072</u> Surveyor's Reference: <u>161215 SP LOT 1</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) i, <u>PETER SHAHAT</u> being an Accredited Certifier, accreditation number <u>BPB3022</u>, certify that in regards to the strata plan with this certificate, i have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space 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>190074-01</u> Relevant Planning Approval No. <u>CDC 190074</u> Issued by: <u>PETER SHAHAT (BPB3022)</u> Signature:  Date: <u>9/03/2020</u> ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

Office Use Only Registered:  30/03/2020	Office Use Only <h1 style="margin: 0;">SP101161</h1>
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VALUER'S CERTIFICATE

I, **Kristian Nguyen** of **Estate Valuations 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: **FAPI CPV**
 Membership number: **69211**

certify that the unit entitlements shown in the schedule herewith were apportioned on **28 February 2020** (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature:  Date: **28 February 2020**

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE								
1	92	21	84	41	84	61	70	81	82	101	88
2	88	22	71	42	87	62	84	82	84	102	84
3	92	23	84	43	84	63	84	83	84	103	84
4	84	24	84	44	84	64	75	84	87	104	84
5	92	25	99	45	84	65	84	85	88	105	88
6	90	26	88	46	84	66	84	86	70	106	82
7	87	27	86	47	71	67	87	87	84	107	84
8	84	28	86	48	84	68	84	88	84	108	87
9	82	29	84	49	84	69	84	89	75	109	88
10	82	30	86	50	99	70	84	90	84	110	70
11	68	31	82	51	87	71	84	91	84	111	84
12	88	32	84	52	84	72	71	92	87	112	84
13	88	33	84	53	84	73	87	93	84	113	75
14	70	34	87	54	84	74	87	94	84	114	84
15	84	35	87	55	87	75	99	95	84	115	84
16	84	36	70	56	82	76	87	96	84	116	87
17	88	37	84	57	84	77	84	97	71	117	84
18	84	38	84	58	84	78	84	98	87	118	84
19	84	39	75	59	87	79	84	99	87	119	84
20	84	40	84	60	87	80	88	100	99		
										TOTAL	10000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 8 sheet(s)
Office Use Only		Office Use Only
Registered: 30/03/2020	SP101161	

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*

Lot No	Sub-Address	Address Number	Road Name	Road Type	Locality
1	LG01	1	JOSUE	CRESCENT	SCHOFIELDS
2	LG02	1	JOSUE	CRESCENT	SCHOFIELDS
3	LG03	1	JOSUE	CRESCENT	SCHOFIELDS
4	LG04	1	JOSUE	CRESCENT	SCHOFIELDS
5	LG05	1	JOSUE	CRESCENT	SCHOFIELDS
6	LG06	3	JOSUE	CRESCENT	SCHOFIELDS
7	LG07	3	JOSUE	CRESCENT	SCHOFIELDS
8	G01	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
9	G02	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
10	G03	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
11	G04	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
12	G05	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
13	G06	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
14	G07	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
15	G08	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
16	G09	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
17	G10	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
18	G11	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
19	G12	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
20	G13	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
21	G14	1	JOSUE	CRESCENT	SCHOFIELDS
22	G15	1	JOSUE	CRESCENT	SCHOFIELDS
23	G16	1	JOSUE	CRESCENT	SCHOFIELDS
24	G17	1	JOSUE	CRESCENT	SCHOFIELDS
25	G18	1	JOSUE	CRESCENT	SCHOFIELDS
26	G19	1	JOSUE	CRESCENT	SCHOFIELDS
27	G20	1	JOSUE	CRESCENT	SCHOFIELDS
28	G21	3	JOSUE	CRESCENT	SCHOFIELDS
29	G22	3	JOSUE	CRESCENT	SCHOFIELDS
30	G23	3	JOSUE	CRESCENT	SCHOFIELDS

Surveyors Reference: 161215 SP LOT 1

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 8 sheet(s)
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Office Use Only	Office Use Only
Registered:  30/03/2020	SP101161

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

Lot No	Sub-Address	Address Number	Road Name	Road Type	Locality
31	G24	3	JOSUE	CRESCENT	SCHOFIELDS
32	G25	3	JOSUE	CRESCENT	SCHOFIELDS
33	101	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
34	102	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
35	103	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
36	104	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
37	105	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
38	106	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
39	107	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
40	108	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
41	109	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
42	110	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
43	111	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
44	112	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
45	113	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
46	114	1	JOSUE	CRESCENT	SCHOFIELDS
47	115	1	JOSUE	CRESCENT	SCHOFIELDS
48	116	1	JOSUE	CRESCENT	SCHOFIELDS
49	117	1	JOSUE	CRESCENT	SCHOFIELDS
50	118	1	JOSUE	CRESCENT	SCHOFIELDS
51	119	1	JOSUE	CRESCENT	SCHOFIELDS
52	120	1	JOSUE	CRESCENT	SCHOFIELDS
53	121	3	JOSUE	CRESCENT	SCHOFIELDS
54	122	3	JOSUE	CRESCENT	SCHOFIELDS
55	123	3	JOSUE	CRESCENT	SCHOFIELDS
56	124	3	JOSUE	CRESCENT	SCHOFIELDS
57	125	3	JOSUE	CRESCENT	SCHOFIELDS
58	201	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
59	202	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
60	203	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS

Surveyors Reference: 161215 SP LOT 1

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 8 sheet(s)
Registered:  30/03/2020	SP101161	Office Use Only

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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
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Lot No	Sub-Address	Address Number	Road Name	Road Type	Locality
61	204	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
62	205	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
63	206	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
64	207	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
65	208	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
66	209	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
67	210	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
68	211	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
69	212	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
70	213	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
71	214	1	JOSUE	CRESCENT	SCHOFIELDS
72	215	1	JOSUE	CRESCENT	SCHOFIELDS
73	216	1	JOSUE	CRESCENT	SCHOFIELDS
74	217	1	JOSUE	CRESCENT	SCHOFIELDS
75	218	1	JOSUE	CRESCENT	SCHOFIELDS
76	219	1	JOSUE	CRESCENT	SCHOFIELDS
77	220	1	JOSUE	CRESCENT	SCHOFIELDS
78	221	3	JOSUE	CRESCENT	SCHOFIELDS
79	222	3	JOSUE	CRESCENT	SCHOFIELDS
80	223	3	JOSUE	CRESCENT	SCHOFIELDS
81	224	3	JOSUE	CRESCENT	SCHOFIELDS
82	225	3	JOSUE	CRESCENT	SCHOFIELDS
83	301	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
84	302	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
85	303	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
86	304	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
87	305	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
88	306	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
89	307	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
90	308	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS

Surveyors Reference: 161215 SP LOT 1

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 8 sheet(s)
Registered:  30/03/2020	SP101161	Office Use Only

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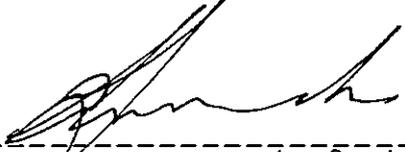
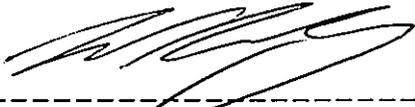
- Any information which cannot fit in the appropriate panel of any previous administration sheets
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- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

Lot No	Sub-Address	Address Number	Road Name	Road Type	Locality
91	309	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
92	310	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
93	311	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
94	312	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
95	313	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
96	314	1	JOSUE	CRESCENT	SCHOFIELDS
97	315	1	JOSUE	CRESCENT	SCHOFIELDS
98	316	1	JOSUE	CRESCENT	SCHOFIELDS
99	317	1	JOSUE	CRESCENT	SCHOFIELDS
100	318	1	JOSUE	CRESCENT	SCHOFIELDS
101	319	1	JOSUE	CRESCENT	SCHOFIELDS
102	320	1	JOSUE	CRESCENT	SCHOFIELDS
103	321	3	JOSUE	CRESCENT	SCHOFIELDS
104	322	3	JOSUE	CRESCENT	SCHOFIELDS
105	323	3	JOSUE	CRESCENT	SCHOFIELDS
106	324	3	JOSUE	CRESCENT	SCHOFIELDS
107	325	3	JOSUE	CRESCENT	SCHOFIELDS
108	401	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
109	402	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
110	403	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
111	404	7	SCHOFIELDS FARM	ROAD	SCHOFIELDS
112	405	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
113	406	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
114	407	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
115	408	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
116	409	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
117	410	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
118	411	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS
119	412	9	SCHOFIELDS FARM	ROAD	SCHOFIELDS

THIS PLAN CONTAINS A MANAGEMENT STATEMENT

Surveyors Reference: 161215 SP LOT 1

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 8 sheet(s)
Office Use Only Registered:  30/03/2020		Office Use Only SP101161
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EXECUTED BY SCHOFIELDS ONE PTY LIMITED (ACN 606 182 236)		AS TRUSTEE FOR SCHOFIELDS ONE UNIT TRUST ABN 59 280 103 927
		
Signature of Sole Director and Sole Secretary	Signature of Witness	
XIAO HUI KOU	CHAO LI	
Name of Sole Director and Sole Secretary (Block Letters)	Name of Witness (Block Letters)	
	131/95 BONAR ST WOLLU CREEK Address of Witness (Block Letters)	
Surveyors Reference: 161215 SP LOT 1		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 8 sheet(s)
Office Use Only Registered:  30/03/2020		Office Use Only SP101161
<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>		
MORTGAGEE		
MAXCAP SECURITY PTY LTD ACN 608 102 263		
		
Signature of Director <i>Alternate Director</i>	Signature of Director	
Anthony Woods	<i>Wayne Lashy</i>	
Name of Director (Block Letters)	Name of Director (Block Letters)	
Surveyors Reference: 161215 SP LOT 1		

Approved Form 7	Strata Plan By-Laws	(Sheet 1 of 33 sheets)
Registered:	Office Use Only	Office Use Only
 30/03/2020	<h1>SP101161</h1>	

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Doc ID 710757863/v1

Approved Form 7	Strata Plan By-Laws	(Sheet 2 of 33 sheets)
Registered:	Office Use Only	Office Use Only
	30/03/2020	SP101161

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 7	Strata Plan By-Laws	(Sheet 3 of 33 sheets)
Registered:	Office Use Only	Office Use Only
	30/03/2020	SP101161

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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Kew Schofields - By-laws

1. Definitions and interpretation clauses

1.1 Definitions

- Act** means the *Strata Schemes Management Act 2015*.
- Build Cost** means the cost to undertake and complete the Building Works.
- Building** means the building and the Land which is the subject of the Strata Plan.
- Building Works** means works, alterations, additions, damage, removal, repairs or replacement of:
- (a) Common Property structures, including the Common Property walls, floor and ceilings enclosing the Lot. Common Property walls include windows and doors in those walls;
 - (b) the structure of the Lot;
 - (c) the internal walls inside the Lot (eg. a wall dividing two rooms in the Lot);
 - (d) Common Property services; or
 - (e) services in the Strata Scheme whether or not they are for the exclusive use of the Lot.

Building Works excludes minor fit out works inside a Lot, Cosmetic Works, Minor Renovations, the installation or removal of an inter-lot wall that is not a structural wall and works which you are entitled to carry out under a Common Property Rights By-law.

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- Business Days** means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.
- By-laws** means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.
- Common Property** means the common property comprised in the Strata Plan.
- Common Property Rights By-law** means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.
- Cosmetic Work** has the meaning given in the Management Act and 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.
- Cost** means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
- Council** means Blacktown City Council.
- Development Act** means the *Strata Schemes Development Act 2015*.
- Developer** means Schofields One Pty Limited ACN 606 182 236 and its successors, assigns, employees, agents and contractors.
- Electrical Cab Charger** means the electrical charging points located in the Common Property for the purpose of charging vehicles.
- Exclusive Use Lots** means lots 96, 97, 98, 99, 116, 117, 118 and 119.

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- Garbage Room** means the garbage rooms in the basement for the storage of garbage bins and bulky waste prior to collection of waste from the Building.
- Government Authority** means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity.
- Intercom System** means the inter-communication system between a Lot 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 a Lot.
- Intercom Unit** means the unit or units within or at a Lot that includes some or all of a speaker, microphone, screen, camera and keypad that is connected to the Intercom System.
- Land** means lot 1 in the Stratum Plan.
- Lot** means a Lot in the Strata Plan.
- Minor Renovations** has the meaning given in section 110 of the Management Act and includes 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 any lessee, sub lessee, licensee, sub licensee, Occupier or mortgagee in possession of a Lot in the Strata Plan.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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- Owner** means the Owner for the time being of any Lot in the Strata Plan.
- Owners Corporation** means the Owners corporation constituted upon registration of the Strata Plan.
- Residential Air Conditioning System** includes, without limitation:
- (a) air handling units and equipment;
 - (b) cables, conduits, pipes, wires and ducts which are located in a lot or Common Property that exclusively service the Air Conditioning System in an Apartment; and
 - (c) air conditioning condenser units.
- Security Deposit** means an amount equivalent to 20% of the Build Cost.
- Shared Facilities** has the same meaning given in the Strata Management Statement.
- Strata Management Statement** means the Strata Management Statement for the Building.
- Strata Committee** means the executive committee appointed by the Owners Corporation in accordance with the Strata Management Statement.
- Strata Manager** means the manager of the Strata Scheme appointed by the Owners Corporation from time to time.
- Strata Plan** means strata plan

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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Strata Scheme means the strata scheme established on registration of the Strata Plan.

Stratum Plan means the deposited plan creating the Land.

1.2 Interpretation

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

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

2. 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-laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

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2.2 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 (or will benefit) 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 from a Common Property Rights By-law.

2.3 Occupiers may exercise rights

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

2.4 Regular accounts for costs

If an Owner is required under a Common Property Rights By-law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give the Owner regular accounts of the amounts the Owner owes. The Owners Corporation may:

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

2.5 Repairing damage

An Owner must repair damage an Owner or Occupier causes (or someone acting on an Owner or Occupier's behalf causes) to Common Property or the property of another Owner or Occupier when exercising their rights or complying with the obligations under a Common Property Rights By-law.

3. Noise

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

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4. Vehicles

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

5. Obstruction of Common Property

- 5.1 An Owner or Occupier must not obstruct lawful use of Common Property by any person.
- 5.2 An Owner or Occupier must not install any Services or any other items on the roof top of the Building that would:
 - (a) exceed the height limit of the Building in accordance with the development consent for the Building; or
 - (b) obstruct skylight views from the level 4 storey windows below.

6. Damage to lawns and plants on Common Property

An Owner or Occupier must not:

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

7. Damage to Common Property

- 7.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation. This by-law does not apply to

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the internal Common Property surfaces bounding a Lot or to any Building Works permitted under the By-laws.

- 7.2 An approval given by the Owners Corporation under By-law 7.1 cannot authorise any additions to the Common Property.
- 7.3 This By-law does not prevent an Owner or person authorised by an Owner from installing:
- (a) any locking or other safety device for protection of the Owner's Lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children.
- 7.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 7.5 Despite s106 of the Act, the Owner must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 7.3 that forms part of the Common Property and that services the Lot.

8. Behaviour of Owners and Occupiers

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

9. Children playing on Common Property

- 9.1 Any child for whom an Owner or Occupier is responsible may, while under the supervision of an adult, play on any area of the Common Property that is designated by the Owners Corporation as an area in which children may play.
- 9.2 An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a

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laundry, car parking area, lift, Recreation Facilities, Shared Facilities or other area of possible danger or hazard to children.

10. Behaviour of invitees

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

11. Depositing rubbish and other material on Common Property

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

12. Smoke penetration

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

13. Cleaning windows and doors

- 13.1 Except in accordance with by-law 13.2, an Owner or Occupier of an Apartment must keep clean all interior and exterior surfaces of glass in windows and all doors on the boundary of the Apartment, including so much as is Common Property.
- 13.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of an Apartment safely or at all.

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14. Storage of inflammable liquids and other substances and materials

An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

15. Moving furniture and other objects on or through Common Property

An Owner or Occupier must not transport any furniture or large object through or on Common Property within the Building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

16. Floor coverings

- 16.1 An Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- 16.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom or to floors within the Lots.

17. Keeping of animals

- 17.1 An Owner or Occupier of an Apartment may keep in their Lot with the written approval of the Owners Corporation:
- (a) fish in an enclosed aquarium;
 - (b) 1 small cage bird;
 - (c) one dog up to a weight of 20kgs and provided the dog is desexed and one cat up to a weight of 10kgs and provided the cat is desexed.
- 17.2 The Owners Corporation must not unreasonably withheld its approval of the keeping of animals on a Lot in accordance with By-law 17.1.

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- 17.3 If an Owner or Occupier keeps animals on the Lot, the Owner or Occupier must:
- (a) keep the animals within the Lot;
 - (b) not permit any animals to roam on Common Property;
 - (c) ensure that the animals are kept quiet and do not cause any interference or disturbance to other Owners or Occupiers in the Building;
 - (d) supervise the animals when they are on the Common Property;
 - (e) carry the animals when on internal areas of the Common Property including the lifts. If the animal is too large to carry, the animals must be on a leash within Common Property;
 - (f) ensure all waste must be picked up and properly disposed of;
 - (g) ensure the animals are kept free of fleas;
 - (h) remove any animal that becomes aggressive or creates a nuisance by barking;
 - (i) minimise any interference (including noise) to an Owner or Occupier; and
 - (j) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animals.
- 17.4 An Owner or Occupier who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.
- 17.5 If an Owner or Occupier does not comply with this by-law, the Owners Corporation may request the immediate removal of the animal(s) and if the animals has caused any damage or destruction to any part of the Building, rectify such damage or destruction at the Cost of the Owner.

18. Appearance of Lot

18.1 Appearance of Lot

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

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18.2 Architectural Code

Under the Architectural Code:

- (a) the Owner or Occupier of an Apartment may install internal curtains, blinds, louvers, shutters or other window and door treatments on or in their Lot provided they have an appearance from outside the Lot which is charcoal; and
- (b) the Owner or Occupier of an Apartment must have consent from the Building Management Committee to place, install or retain curtains, blinds, louvers, shutters and window and door treatments other than those specified in By-law 18.3.

18.3 Sun shades

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

18.4 Security devices, screens and doors

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

18.5 Planters

- (a) If planters have been constructed on your Lot on registration of the Strata Plan, then this clause 18.5 applies.
- (b) The planters include an underground irrigation system. An Owner and Occupier is not permitted to remove the planters or any part of the irrigation system without the consent of the Owners Corporation. An Owner and Occupier is not permitted to alter, modify, remove or add any plants in the planters.
- (c) The Owners Corporation is responsible for the repair and maintenance of the underground irrigation system. An Owner and Occupier must grant to the Owners Corporation a right to access the Lot to repair and maintenance the underground irrigation system.
- (d) The Owner and Occupier is responsible to maintain the planters located on the Lot.
- (e) An Owner and Occupier must permit the Owners Corporation access to the Lot so that the Owners Corporation may comply with by-law 18.5(d).

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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18.6 Hanging of washing and other items

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

18.7 Advertising, selling and leasing activities

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

19. Notice-board

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

20. Change in use of Lot to be notified

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

21. Garbage Chute

21.1 Rights of Owners and Occupiers

- (a) The Building includes a garbage chute for an Owner or Occupier to dispose of garbage and waste (other than recycle material).
- (b) The Owners of the Strata Scheme have the special privilege of using the garbage chutes in accordance with the terms of this by-law.
- (c) An Owner of a Lot may allow any Occupier of a Lot to exercise special privilege rights of the Owner under this by-law. The Owner remains liable under these by-laws for all obligations under this by-law.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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21.2 Obligations of Owners and Occupiers

An Owner and Occupier must:

- (a) ensure that garbage is drained and securely wrapped before placed in a garbage chute, garbage container or the Garbage Room;
- (b) ensure that recyclable materials are placed in a container designed for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines;
- (c) ensure that bottles are drained and cleaned and not broken before placing them in the Garbage Room;
- (d) comply with the rules made by the Owners Corporation in relation to the garbage chute, the Garbage Room and the disposal of garbage;
- (e) place recyclable material in the containers in a recycling area in the Garbage Room;
- (f) not put bottles, glass or liquids in a garbage chute;
- (g) not put large items in a garbage chute that might cause a blockage including cardboard boxes or packing material; and
- (h) not place garbage or recyclable materials in the receptacle of another Owner or Occupier.

21.3 Obligations of Owners Corporation

The Owners Corporation:

- (a) must maintain and keep the garbage chutes and the Garbage Room in a state of good and serviceable repair;
- (b) must arrange for recycle materials from the recycling area or areas to be placed in the Garbage Room for collection by Council;
- (c) may make rules in relation to the garbage chute, Garbage Room and the disposal of garbage in the Building;
- (d) may make agreements with third parties in relation to the Owners Corporation's obligations under this by-law;

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- (e) must remove garbage and recyclable materials from the Garbage Room (which includes moving the general waste and recycling waste from the Garbage Room to the collection point(s) nominated by Council, cleaning the containers and returning the containers to the Garbage Room) and must enter into an agreement with a Service Contractor for that purpose.

21.4 Costs by Owner

If an Owner or Occupier does not comply with its obligations under this by-law 16, the Owners Corporation may do so at the Owner's Cost.

22. Exclusive use of Residential Air Conditioning Units

22.1 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 each Owner who has special privileges under this by-law.

22.2 Air Conditioning for Exclusive Lot

There is a separate Residential Air Conditioning System for each Exclusive Lot. Air Conditioning Systems must be maintained, repaired and replaced by the Owner.

22.3 Exclusive use rights

Each Owner of an Exclusive Lot has exclusive use of the parts of the Residential Air Conditioning System that that exclusively service their Lot.

22.4 What are an Owner's obligations?

An Owner, at that Owner's cost operate, maintain, repair and, where necessary, replace the Residential Air Conditioning System which exclusively services their Lot:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of Authorities about air conditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the parts of the Residential Air Conditioning System that exclusively services their Lot.

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22.5 Paying for Air Conditioning Systems

An Owner must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of the Residential Air Conditioning System. If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of an Owner's Air Conditioning System, that Owner must pay those costs. The Owners Corporation may:

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

22.6 Access by Owners Corporation

An Owner must give to the Owners Corporation access to maintain, repair and replace the Residential Air Conditioning if required by the Owners Corporation.

23. Exclusive use of Intercom Units

23.1 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 each Owner who has special privileges under this by-law.

23.2 Intercom for Lot

- (a) If there is a separate Intercom Unit in each Lot, then this bylaw applies.
- (b) 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.

23.3 Exclusive use rights

- (a) The Owners of the Lots have exclusive use of the Intercom Systems.
- (b) To the extent that Intercom Units comprise Common Property, each Owner has exclusive use of the Intercom Unit in their Lot.

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23.4 Obligations of the Owners

An Owner is responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Intercom Unit in that Owner's Lot. When doing so an Owner must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on that Owner's behalf.

23.5 Obligations of the Owners Corporation

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

23.6 Paying for the Intercom System and Intercom Units

- (a) An Owner must pay the costs of the Owners Corporation in relation to the Intercom System in shares proportional to the unit entitlement of an Owner's Lot in relation to the total of the unit entitlements of all Lots. The Owners Corporation may include these costs in the administrative fund or capital works fund contributions.
- (b) If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of an Owner's Intercom Unit, an Owner must pay those costs on demand. The Owners Corporation may include those costs in the administrative fund or capital works fund contributions.

24. Strata Management Statement

24.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Strata Scheme and the various components of the Building. It contains requirements (in addition to these By-laws) with which an Owner or Occupier of a Lot and the Owners Corporation must comply including:

- (a) requirements for use and operation of Shared Facilities; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement; and
- (d) insurance requirements for you and the Owners Corporation.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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24.2 Who must comply with the Strata Management Statement?

All Owners or Occupiers of a Lot and the Owners Corporation must comply with the Strata Management Statement.

24.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

24.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Strata Scheme and the various components of the Building. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a Representative to represent and vote for it at meetings of the Building Management Committee.

24.5 Appointing a Representative and Substitute Representative

The Strata Committee may:

- (a) appoint a Representative and Substitute Representative for the Owners Corporation for one or more of the members of the Executive Committee; and
- (b) terminate the appointment of a Representative and Substitute Representative at any time.

24.6 Consents under the Strata Management Statement

Nothing in the By-Laws gives an Owner or Occupier of a Lot or the Owners Corporation consent to do anything which prohibited or regulated by the Strata Management Statement. A consent under the By-laws does not relieve an Owner or Occupier of a Lot or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

24.7 Inconsistencies between the By-laws and the Strata Management Statement

If there is an inconsistency between a By-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent By-law to make it consistent with the Strata Management Statement.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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25. Architectural Code

25.1 Architectural Code

The Owner or Occupier of the Lot must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before they carry out any works in the Lot. The Owner or Occupiers' obligations under the Architectural Code apply in addition to their obligations under these by-laws.

26. Owner's repair and maintenance obligations

26.1 Owner's obligations

Despite any other bylaw, an Owner must at the Owner's cost maintain, repair and replace the following if such items exclusively service the Owner's Lot (regardless whether they were originally installed before or after registration of the Strata Plan):

- (a) awnings and pergolas;
- (b) plants and grassed areas;
- (c) lights, switches, light fittings and wiring within the balcony or courtyard of the Lot;
- (d) air conditioning units whether on Common Property or within the Lot;
- (e) all electrical fittings and appliances;
- (f) all lights and light fittings including switches in the Common Property or Lot;
- (g) electrical main and sub-main;
- (h) garage door and motors whether on Common property or Lot;
- (i) telephone, television, cable television and Internet wall plates and cabling;
- (j) ceiling fans
- (k) hot water heaters and all associated equipment whether on Common property or the Lot;
- (l) general appliances: dishwasher, microwave oven, clothes dryers etc;

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- (m) balcony doors, windows, mail boxes, storage cage and garage area;
- (n) all flyscreens and security screens/doors fitted to the windows, internal doors and balcony doors of the Lot;
- (o) automatic door closers; and
- (p) any locking device or door furniture installed on the front and back doors, balcony doors, garage doors or windows, storage cages of the Lot.

27. Rights to enter the Lot

27.1 Rights of the Owners Corporation to enter the Lot

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

28. Carrying out Building Works

28.1 When do you need consent?

- (a) Subject to this by-law 28, the Owner or Occupier of the Lot must have consent from the Owners Corporation to carry out Building Works.
- (b) The Strata Committee has the power to give consent to an Owner or Occupier for Cosmetic Works or Minor Renovations provides that they do not impact or otherwise modify, add to, delete or alter the Common Property or any other Owner's Lot.

28.2 Procedures before you carry out Building Works

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

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

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- (c) obtain consent from the Owners Corporation if the Owner or Occupier of a Lot proposes to interfere with or interrupt services;
- (d) comply with the Architectural Code to the extent applicable to the Lot;
- (e) comply with by-law 28.5(a); and
- (f) if the Owner or Occupier of a Lot does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier of a Lot proposes to do. The Owner or Occupier of the Lot must give the notice at least 14 days before the Building Works are started.

28.3 Procedures when you carry out Building Works

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

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

28.4 Making arrangements with the Owners Corporation

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

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

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28.5 Security deposit

- (a) The Owner must give to the Owners Corporation the Security Deposit before the Owner commences the Building Works.
- (b) The Owners Corporation may, without notice to the Owner, recover from the Security Deposit any Cost incurred or loss suffered by the Owners Corporation if the Owner breaches this bylaw.
- (c) The Owner may either replace the Security Deposit or the proportion of the Security Deposit recovered by the Owners Corporation in accordance with by-law 28.5(b) within 5 Business Days of receiving notice from the Owners Corporation to do so.
- (d) The Owner acknowledges that the Owners Corporation is not required to invest the Security Deposit and no interest will be earned on the Security Deposit.
- (e) Subject to there being no breach of the bylaw by the Owner, the Owners Corporation must release the Security Deposit within fifteen (15) Business Days from the date the Owners Corporation inspects the Building Works and the Owners Corporation determines (acting reasonably) that the Owner has satisfied these bylaws.

28.6 Owners Corporation execution of documents

Once the Owners Corporation has passed the necessary resolutions for the Building Works, the Strata Manager must execute all documents (including development applications) to give effect to the Building Works within seven (7) days of submission of such documents by an Owner on behalf of the Owners Corporation.

28.7 Exclusions

You are not required to obtain consent from the Owners Corporation to carry out Building Works or other works in Kew Schofields which are:

- (a) required to be carried out in accordance with an order by a Government Agency or proper authority (including Court orders); or
- (b) Building Works which were approved by the relevant Government Agencies pursuant to a development approval granted before the date of registration of these bylaws or any modification of the development approval.

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29. Common Property

29.1 Easements

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

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

29.2 What are your obligations?

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

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

29.3 When will you need consent from the Owners Corporation?

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

- (a) interfere with or damage Common Property other than pursuant to a right to do so under these by-laws;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation and Common Property equipment.

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30. Security at the Strata Scheme

30.1 Obligations of the Owners Corporation

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

30.2 Installation of security equipment

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

30.3 Restricting access to common property

Subject to this by-law 30, the Owners Corporation has the power to:

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

30.4 Providing Owners and Occupiers with Security Keys

If the Owners Corporation exercises its rights under by-law 30.3, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

30.5 Managing the Security Key system for common property

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property; and

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- (b) require an Owner or Occupier of a Lot to promptly return Security Keys it issues to them to the Owners Corporation to be re-coded.

30.6 What are your obligations?

- (a) The Owner or Occupier of a Lot must comply with their obligations in the Strata Management Statement about Security Keys for Shared Facilities.
- (b) In regard to Security Keys issued by the Owners Corporation according to this by-law 30 the Owner or Occupier of a Lot must:
 - (i) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
 - (ii) take all reasonable steps not to lose Security Keys;
 - (iii) immediately notify the Owners Corporation if you lose a Security Key; and
 - (iv) return Security Keys to the Owners Corporation if the Owner or Occupier of a Lot does not need them or if they are no longer an Owner or Occupier.

30.7 Closing doors

The Owner or Occupier of a Lot must take reasonable care to make sure that fire and security doors in the building are locked or closed when they are not being used.

30.8 Procedures if you lease your Lot

If an Owner or Occupier of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the Occupier returns Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy that Lot.

30.9 Some prohibitions

An Owner or Occupier of a Lot must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or

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(c) do anything that might prejudice the security or safety of the Strata Scheme.

31. Rules

31.1 Powers of the Owners Corporation

The Owners Corporation has the power to make rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of the Common Property.

31.2 Changing rules

The Owners Corporation may add to or change the rules at any time.

31.3 What are your obligations?

All Owners or Occupiers of a Lot must comply with the rules.

31.4 What if a rule is inconsistent with the By-laws?

If a rule is inconsistent with the by-laws or the requirements of a Government Authority, the by-laws or requirements of the Government Authority prevail to the extent of the inconsistency.

32. Failure to comply with By-laws

32.1 What can the Owners Corporation do?

The Owners Corporation may do anything on the Lot which the Owner or Occupier should have done under the Act or the by-laws but which the Owner or Occupier of the Lot have not done or, in the opinion of the Owners Corporation, have not done properly.

32.2 Procedures

The Owners Corporation must give an Owner or Occupier of a Lot a written notice specifying when it will enter the Lot to do the work. The Owner or Occupier of the Lot must:

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- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at their cost; and
- (b) pay the Owners Corporation for its cost for doing the work.

32.3 Recovering money

The Owners Corporation may recover any money an Owner or Occupier of a Lot owes it under the by-law as a debt.

33. Electrical charge points

33.1 Electrical charge points

The Common Property includes an Electrical Car Charger.

33.2 Rules

- (a) The Electrical Car Charger may only be used between the hours of 8.00pm to 8.00am only.
- (b) All Owners and Occupier must:
 - (i) pay for the use of the Electrical Car Charger as determined by the Owners Corporation from time to time;
 - (ii) comply with all relevant Laws and with any rules made by the Owners Corporation in respect of the Electrical Car Charger from time to time; and
 - (iii) leave the Electrical Car Charger and any area surrounding the Electrical Car Charger in a clean and tidy condition and remove all rubbish after use.
- (c) No vehicles may be parked in the area of the Electrical Car Charger other than for the purpose of the charging of electric vehicles.
- (d) The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Electrical Car Charger.

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34. Notices by email

Any notices may be issued to that Owner or Occupier by the Owners Corporation in accordance with the provisions of the *Electronic Transactions Act 2000*.

Signing page

Executed by Schofield's One Pty Limited
ACN 606 182 236 as trustee for the
Schofield's One Unit Trust ABN 59 280
103 927 in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:



Signature of sole Director and sole
Company Secretary



Signature of Witness

XIAOHUI KOU

Full name (print)

CHAO LI

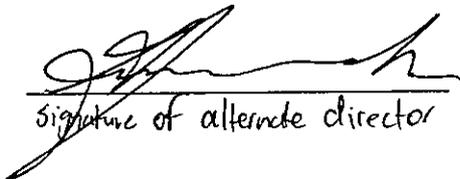
Full name of Witness (print)

131/95 BONAR ST WOLLI CREEK

Address of Witness

Execution of mortgagee

Executed by Maxcap Security Pty Limited
ACN 608 602 263 in accordance with
section 127 of the *Corporations Act 2001* (Cth) by:



Signature of alternate director

Anthony Woods

Full name



Signature of director

Wayne Lashby

Full name

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The provisions of this strata management statement incorporate and are subject to the provisions implied by clause 5, Schedule 4 Strata Schemes Development Act 2015, except to the extent this Strata Management Statement provides otherwise

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Strata Management Statement for Kew Schofields

Kew Schofields and the Strata Management Statement

1. Introduction

1.1 Application of Act

The provisions of this management statement incorporates and are subject to the provisions implied by clause 5, Schedule 4 *Strata Schemes Development Act 2015*, except to the extent this management statement provides otherwise.

1.2 Management of the building

A strata management statement is a set of rules that regulate the management and operation of a building where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called 'part building strata schemes'. The Strata Scheme at Kew Schofields is a part building strata scheme. This management statement regulates the management and operation of Kew Schofields through the Rules contained in this management statement and by the activities of the Committee.

1.3 What are the different components in Kew Schofields?

As at the date of registration of this management statement, Kew Schofields two distinct components. They are:

Component	Description	Member
Lot 1 Residential	A strata scheme comprising of approximately 119 strata lots (being apartments and associated car parking and where applicable, storage).	Residential Owners Corporation 1

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

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Lot 2 Residential	Construction of lot 2 to create a strata scheme comprising of approximately 119 lots and associated car parking and where applicable, storage).	Lot 2 Residential Owner and on subdivision, Residential Owners Corporation 2
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1.4 Effect of this management statement

This management statement has effect as an agreement under seal.

1.5 How to amend this management statement

The Committee may amend, modify, add to or repeal all of parts of this management statement only by Majority Resolution.

1.6 Compliance

Persons who must comply with this management statement are Owners and Occupiers of the Lots.

1.7 Obligations for Occupiers

An Owner, must include in any lease or other agreement for the use and occupation of the Owner's Lot provisions requiring the Occupiers of the Lot to refrain from breaching this management statement.

1.8 Obligations for others

A Party must not do anything to prevent another person from complying with this management statement or allow another person to do anything which a Party cannot do under this management statement.

1.9 Obligations for visitors

A Party must

- (a) take all reasonable actions to ensure that the Party's visitors refrain from breaching this management statement; and
- (b) make the Party's visitors leave Kew Schofields if they do not refrain from breaching this management statement.

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1.10 By-laws for Strata Schemes

The by-laws for Strata Schemes may contain obligations which the Owners and Occupiers of the Strata Lots must comply in addition to their obligations under this management statement.

1.11 Architectural Code

An Owner and Occupier of a Lot must comply with the Architectural Code.

2. Management structure for Kew Schofields

Under the Development Act, a building management committee manages a building containing a part building strata scheme (or schemes). The members of a building management committee are the owners corporation and owners of stratum lots (ie. a lot in the building which has not been subdivided by a strata plan).

2.1 Management structure

The Committee is responsible for operating and managing Kew Schofields on behalf of the Members. Each Member is a member of the Committee. Each Member appoints a Representative to attend and vote for them at Meetings.

2.2 Who assists the Committee perform its functions?

The Committee has the power to appoint various persons to assist it to perform its functions. For example, the Committee may:

- (a) appoint a Strata Manager to assist in the management of Kew Schofields and perform secretarial and financial functions; and
- (b) appoint a Facilities Manager to assist in the operation and maintenance of Shared Facilities; and
- (c) enter into contracts with various Service Contractors for the operation, maintenance, repair and replacement of Shared Facilities.

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Part 1 Rights and obligations of the Committee

3. The Committee

3.1 Establishing the Committee

The Members must establish the Committee within one month after this management statement is registered and always have a Committee.

3.2 Members of the Committee

As at the date of registration of this management statement, the Members of the Committee are:

- (a) Residential Owners Corporation 1; and
- (b) Lot 2 Owner or where the lot has not been subdivided, Residential Owners Corporation 2.

3.3 New Members

New Members of the Committee are created when a Stratum Lot is subdivided by a Subdivision Plan. The new Members:

- (a) for a Stratum Lot created by a Subdivision Plan is the owner of the new Stratum Lot; and
- (b) for a Strata Scheme created by a Strata Plan is the owners corporation for the Strata Scheme.

4. Functions and powers of the Committee

4.1 Functions and powers

In addition to its functions and powers elsewhere in this management statement, the functions and powers of the Committee are to:

- (a) comply with its obligations and perform its functions according to the Management Act, the Development Act, this management statement and the Easements;

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- (b) make decisions about the matters in this management statement;
- (c) convene and hold Meetings and Emergency Meetings;
- (d) determine Administrative Fund contributions and the Capital Fund contributions to meet the costs for performing the functions and complying, with the obligations of the Committee;
- (e) operate, maintain, renew and replace Shared Facilities;
- (f) deal with and make decisions about Shared Facilities;
- (g) appoint and contract with Service Contractors to provide operational, maintenance, renewal and replacement services to Shared Facilities;
- (h) effect insurances according to the Management Act and this management statement;
- (i) monitor the performance by the Parties of their obligations under the Management Act, the Development Act and this management statement;
- (j) monitor the performance of the Strata Manager;
- (k) monitor the performance of the Facilities Manager;
- (l) monitor the performance of Service Contractors;
- (m) accept, process and make decisions about applications according to Part 7; and
- (n) perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

4.2 How to make decisions

- (a) The Committee may make decisions only according to this management statement and at a properly convened Meeting or Emergency Meeting of the Committee and the passing of Resolutions.
- (b) Where there are only two Members, any decisions must be made by Unanimous Resolution.

4.3 Power to contract and make appointments

- (a) Subject to this clause 4, the Committee has the power to:

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- (i) enter into and terminate contracts or other arrangements with Service Contractors to assist the Committee perform its functions and comply with its obligations; and
- (ii) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions and the compliance with its obligations.

(b) The Members must do all things necessary to give effect to clause 4.3(a).

4.4 Agents

The Committee may appoint persons (eg. a Member or a Strata Manager) to act as its agent to enter into contracts or other arrangements on its behalf and on behalf of each Member.

4.5 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of Kew Schofields. However, when the Committee makes Rules it must take into account the mixed use nature of Kew Schofields and the various components in Kew Schofields.

4.6 Consistency of Rules

Rules must be consistent with this management statement, if a Rule is inconsistent with this management statement, the management statement prevails to the extent of the inconsistency.

4.7 Effect of Rules

A Rule made by the Committee applies as though it is set out in full in this management statement.

5. Officers of the Committee

5.1 What Officers must the Committee appoint?

The Committee must appoint the Officers.

5.2 Eligibility for election

An Officer must be a Representative, a Substitute Representative or the Strata Manager.

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5.3 Appointment to more than one position

The Committee may appoint a Representative, a Substitute Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.

5.4 Procedure for appointing Officers

The Committee must appoint four (4) Officers within three (3) months after the date of the First Annual General Meeting.

5.5 Replacement Officers

The Committee:

- (a) may appoint replacement Officers at any time; and
- (b) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

5.6 Vacating the position of an Officer

An Officer vacates their position as an Officer if:

- (a) they cease to be a Representative, a Substitute Representative or the Strata Manager;
- (b) the Committee dismisses them from their position;
- (c) the Committee appoints a replacement Officer to fill their position; or
- (d) the Officer resigns in writing from their position. The Officer must serve notice on the Committee of their resignation and the date from which their resignation will become effective.

6. Functions of Officers

6.1 Exercising functions

An Officer must perform their functions according to this management statement, the Management Act, the Development Act and the directions of the Committee.

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6.2 The Secretary

In addition to the functions elsewhere in this management statement, the functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings;
- (b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings;
- (c) serve notices for the Committee;
- (d) answer communications sent to the Committee;
- (e) perform administrative and secretarial functions for the Committee;
- (f) keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and
- (g) make the books and records of the Committee available for inspection according to clause 10.

6.3 The Treasurer

In addition to the functions elsewhere in this management statement, the functions of the Treasurer are to:

- (a) prepare Budgets for the Administrative Fund and Capital Fund;
- (b) prepare Outstanding Levy Certificates;
- (c) prepare (or arrange for the preparation of) financial statements;
- (d) prepare (or arrange for the preparation of) audit reports;
- (e) send notices of Administrative Fund and Capital Fund contributions to the Members;
- (f) collect contributions from the Members;
- (g) receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (h) pay accounts; and
- (i) keep accounting records for the Committee.

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6.4 The Chairperson

The function of the Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the Meeting may appoint another Representative, Substitute Representative or the Strata Manager at that Meeting only.

7. Appointing a Strata Manager

7.1 Purpose of the agreement

- (a) The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, perform secretarial and financial functions.
- (b) Subject to the Committee being satisfied in accordance with clause 7.2, the Committee must appoint the strata manager appointed by the Residential Owners Corporation.

7.2 Qualifications of the Strata Manager

The Strata Manager must have the licences required by law to be a strata managing agent and must demonstrate to the Committee that the Strata Manager has extensive experience in the management of a mixed use building.

7.3 Delegation of functions

Subject to this clause 7, the Committee may delegate to the Strata Manager some of the functions of the Committee and the Officers.

7.4 What functions may not be delegated?

The Committee must not delegate these functions to the Strata Manager:

- (a) the function to delegate functions of the Committee or the Officers;
- (b) the function to determine Administrative Fund and Capital Fund contributions; or
- (c) functions which the Committee decides may be performed only by the Committee.

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7.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 4.3) and the Strata Manager;
- (b) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager;
- (c) allow the Strata Manager to terminate the agreement as their strata managing agent; and
- (d) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

7.6 Term of the appointment

The initial term of the agreement under this clause 7 must not exceed three years (or such lesser term as may be prescribed by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably).

7.7 Remuneration

The remuneration of the Strata Manager for the initial agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

7.8 Duties

The duties of the Strata Manager under the agreement may include performing the functions of the Officers and doing anything else that the Committee agrees is necessary for the operation and management of Kew Schofields.

8. Appointing a Facilities Manager

8.1 Purpose of the agreement

- (a) The Committee has the power to appoint and enter into agreements with a Facilities Manager which has experience in managing properties to provide operational and management services for Kew Schofields and, in particular, Shared Facilities.

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- (b) Subject to the Committee being satisfied in accordance with clause 8.1(c), the Committee must appoint the building manager as the Facilities Manager appointed by the Residential Owners Corporation as the Facilities Manger under this management statement

8.2 Services to Committee and Members

The Facilities Manager may provide:

- (a) services to the Committee which Members must pay for according to the Shared Facilities list to be determined in accordance with clause 40.1;
- (b) manage the waste collection and bulk items in accordance with the waste management plan;
- (c) supervise the waste collection points which will be kept clear and unobstructed prior to and during the collection times; and
- (d) services for individual Members (at the request of the Member) which must be paid for or reimbursed to the Facilities Manager by those Members.

8.3 Form of agreement

Subject to the law, an agreement between the Committee and the Facilities Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 4.3) and the Facilities Manager;
- (b) allow the Facilities Manager to terminate the agreement as their building manager; and
- (c) contain provisions about the rights of the Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

8.4 Term of the appointment

The term of the initial agreement under this clause 8 must not exceed three years (or such lesser maximum term as may be prescribed by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably) but, in any event, should not exceed the maximum period permitted by law.

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8.5 Remuneration

The remuneration of the Facilities Manager may be the amount determined by the Committee (acting reasonably).

8.6 Duties

The duties of the Facilities Manager under an agreement may include:

- (a) managing the operation, maintenance, repair and replacement of Shared Facilities;
- (b) supervising contracts entered into by the Committee or by the Facilities Manager on behalf of the Committee and, in particular, contracts for garbage and waste removal, security and fire services; and
- (c) doing anything else which the Committee considers is necessary for the operation and management of Shared Facilities and Kew Schofields.

8.7 Member Services

Under an agreement, the Facilities Manager may provide services to Members, Owners and Occupiers on the terms, and for the cost, agreed between the parties.

9. Insurance requirements

9.1 Statutory insurance

The Committee must effect building insurance for Kew Schofields in accordance with the Management Act.

9.2 Required insurances

In addition to its statutory obligation to effect building insurance, the Committee must also:

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
- (b) effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 162 of the Management Act for a public liability policy effected by an Owners Corporation;
- (c) effect workers compensation insurance if required by law; and

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- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

9.3 Optional insurances

The Committee may effect other types of insurance including office bearers liability insurance for its Officers.

9.4 Valuations

The Committee must have Kew Schofields (and separately each component listed in clause 1.3) valued for insurance purposes at least every three years. The valuation must be done by a qualified valuer or quantity surveyor who has a minimum of five years experience and experience in valuing for insurance purposes buildings like Kew Schofields.

9.5 When to carry out the first valuation

Unless carried out by the Developer prior to registration of the management statement, the Committee must have the first valuation carried by no later than one month prior to the first renewal of the insurance for Kew Schofields.

9.6 Amount of building insurance

The Committee must insure Kew Schofields for the sum determined by the valuer or quantity surveyor (or a higher sum if reasonably determined by the Committee).

9.7 Proceeds of building insurance claims:

The Committee must:

- (a) apply any payments it receives under the building policy for Kew Schofields to rebuild or reinstate the damaged parts of Kew Schofields; and
- (b) rebuild or reinstate the damaged parts of Kew Schofields within a reasonable time.

9.8 Regular review of insurances

Each year the Committee must:

- (a) review its current insurance policies;
- (b) decide whether it needs new policies and, if so, effect those policies; and
- (c) decide whether it needs to adjust current policies and, if so, adjust those policies.

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The Secretary must include a motion on the agenda for a Meeting to determine the matters in this clause 9.8

9.9 Insuring for new risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee or Kew Schofields.

9.10 Insurance records:

The Committee must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause 9; and
- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing, policy or effects a new policy.

9.11 Members responsible for excess on insurance

If the Committee is required to pay an excess under any insurance policy as a result of the act, omission, negligence or default of a Party, then that Party must pay to the Committee the Cost of the excess under the Committee's insurance policy within five (5) Business Days of a request from the Committee.

9.12 Public liability insurance

A Member must effect public liability insurance with the same insurer appointed by the Committee for its public liability policy (unless the Committee agrees otherwise).

9.13 Machinery breakdown and contents

A Member, must (unless the Committee agrees otherwise) effect with the insurer appointed by the Committee for its building policy:

- (a) machinery breakdown insurance for plant and equipment in that Member's part of Kew Schofields that is not a Shared Facility and is not covered under warranty; and
- (b) for an Owner's Corporation, contents insurance for its Common Property.

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9.14 Actions that may increase premiums

A Party must have consent from the Committee to do anything which might void or prejudice insurances effected by the Committee, or increase an insurance premium payable or paid by the Committee.

9.15 Paying for additional premiums

If a Party does anything to increase an insurance premium paid by the Committee, that Party must pay the Committee the amount by which the premium is increased. If you are a Member, the Committee may add the amount to your Administrative Fund contribution.

9.16 Proceeds of building insurance claims

A Member must:

- (a) apply any payments the Member receives under a building policy effected by the Committee under clause 9.1 to rebuild or reinstate the damaged areas of that Member's part of Kew Schofields; and
- (b) rebuild or reinstate a Member's part of Kew Schofields within a reasonable time.

10. Keeping books and records of the Committee

10.1 Obligations of the Committee

The Committee must keep books and records relating to the exercise of its functions and the operation, management and administration of Kew Schofields and Shared Facilities according to this clause.

10.2 Which books and records must the Committee keep?

Books and records which the Committee must keep include:

- (a) an up-to-date copy of this management statement;
- (b) its agreements with the Strata Manager, Facilities Manager and Service Contractors;
- (c) an up-to-date roll containing names, addresses and other contact details for each Member and their Representatives and Substitute Representatives;
- (d) Appointment Forms and Membership Forms;

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- (e) notices and minutes of Meetings and Emergency Meetings;
- (f) Proxy Forms and voting papers for Meetings and Emergency Meetings;
- (g) financial statements;
- (h) copies of Outstanding Levy Certificates;
- (i) audit reports;
- (j) Budgets;
- (k) notices served on the Committee;
- (l) correspondence sent to and by the Committee;
- (m) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances;
- (n) drawings and plans submitted and approved by the Committee under Part 8; and
- (o) all other records relating to the administration and operation by the Committee of Kew Schofields.

10.3 How long are books and records kept?

The Committee must keep copies of its books and records for at least seven years from the date of the book or record.

10.4 Who is entitled to inspect the books and records?

A Member, an Owner or any person authorized may inspect the books and records of the Committee (or a person authorised in writing by them).

10.5 What is the procedure?

The procedure for inspecting the books and records of the Committee is:

- (a) the applicant must apply in writing, to the Secretary; and
- (b) the applicant must pay the Committee an inspection fee of \$250.00 for the first hour of the inspection and \$210.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the books and records of an owners corporation).

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10.6 Time for the inspection

The Secretary must allow an applicant to inspect its books and records within 10 Business Days after the applicant makes a written application and pays the inspection fee.

10.7 Taking copies of records

At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Committee agrees.

11. Power of the Committee to gain access to Shared Facilities, Lots and Common Property

11.1 General requirement

When the Committee exercises its rights to access parts of Kew Schofields, it must not interfere unreasonably with the lawful use of a Party's Lot or the Common Property.

11.2 What are the powers of the Committee?

Subject to this clause 11, the Committee has the power to gain access to a Lot or Common Property in order to:

- (a) operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities (eg. the integrated fire system for Kew Schofields or Fire Safety Devices); and
- (b) exercise its rights and comply with its obligations under this management statement.

11.3 Access requirements

To enable the Committee to exercise its powers under this clause 11 and subject to clause 11.4, a Party must give the Committee access to the:

- (a) Lot; and/or
- (b) Common Property,

by the most direct route or by the route nominated by the Committee (acting reasonably).

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11.4 Notice requirements

The Committee must give a Party reasonable notice before it requires access to a Party's Lot or the Common Property in Kew Schofields. However, in an emergency the Committee is not required to give a Party notice if it is not practicable to do so.

11.5 Paying costs

The Committee must pay the costs it incurs when it gains access to parts of Kew Schofields under this clause 11.

11.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause 11, the Committee must promptly rectify any damage it causes to Kew Schofields or compensate any Party for damage it causes to their part of Kew Schofields and leave the affected areas of Kew Schofields clean and tidy.

11.7 Interpreting this clause

In this clause 11, references to the Committee include persons authorised by the Committee and Service Contractors appointed by the Committee.

12. Rights of the Committee to do work in an emergency

12.1 What power does the Committee have?

In an emergency, the Committee may do anything in Kew Schofields which a Party should have done under this management statement but which, in the opinion of the Committee acting reasonably, a Member or Owner has not done or has not done properly. If practicable, the Committee must give a Member or Owner (as the case may be) notice before it exercises its rights under this clause.

12.2 Entering parts of Kew Schofields

To exercise its rights under this clause, the Committee may enter the affected part of Kew Schofields and stay there for as long as necessary and do what is required to remedy the emergency.

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12.3 Costs

If the Committee carries out work under this clause 12, the Member or Owner must pay the Committee the reasonable costs for carrying out the work the Member or the Owner should have carried out under this management statement. The Committee must give the Member or the Owner the information the Member or Owner reasonably require about the costs the Committee has incurred.

12.4 No Interference

When the Committee exercises its right under this clause 12, it must not interfere unreasonably with a Party's lawful use of Kew Schofields.

12.5 Liability for Damages

The Committee is not liable for damage arising out of exercising rights under this clause 12 (except for damage it causes maliciously or negligently).

12.6 Interpreting this clause

In this clause 12, references to the Committee include persons authorised by the Committee and Service Contractors appointment by the Committee.

13. Power of the Committee to act on behalf of the Members

13.1 Acting as agent

Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about:

- (a) the failure of a Member to pay Administrative Fund or Capital Fund contributions; and
- (b) the failure of a Party to comply with its obligations under this management statement.

13.2 Appointment as agent and attorney

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by an Unanimous Resolution.

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13.3 Legal proceedings by a Member

This clause 13 does not prevent a Member from taking legal proceedings in its own name.

14. Consents by the Committee

14.1 How may consent be given?

The Committee may give consents under this management statement only at a Meeting or an Emergency Meeting.

14.2 Conditional consent

The Committee may make conditions if it grants consent under this management statement.

14.3 Revoking consent

The Committee may revoke its consent if a Party to whom the consent was given does not comply with any conditions made by the Committee when the Committee granted the consent.

14.4 Application of Part 7

This clause 14 is subject to any specific provisions regarding the consent of the Committee to an application for Works or further subdivisions as set out in Part 7.

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Part 2 Rights and obligations of Members, Owners and Occupiers

15. What are the rights and obligations of Members?

15.1 General obligations

A Member must:

- (a) promptly comply with the Member's obligations under this management statement, the Management Act and the Development Act;
- (b) ensure, as far as is reasonable, that Kew Schofields is efficiently managed to a standard appropriate to its permitted uses;
- (c) promptly pay the Member's Administrative Fund contributions and Capital Fund contributions and other amounts the Member owes the Committee under this management statement;
- (d) effect and maintain the insurances required by the Management Act and this management statement;
- (e) ensure the Committee is properly constituted;
- (f) comply with decisions of the Committee;
- (g) comply with Easements and not do anything to interfere with a grantee or grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement); and
- (h) comply with the Rules.

15.2 Voting rights

A Member has the right to vote at Meetings and Emergency Meetings according to Part 3.

15.3 Shared Facilities

A Member must not interfere with Shared Facilities other than according to this management statement.

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15.4 Maintenance requirements

Except for Shared Facilities and subject to this management statement, a Member must, at the Member's cost:

- (a) maintain and keep in good repair the part of Kew Schofields which is owned by the Member;
- (b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of Kew Schofields which is owned by the Member; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by the Member to a standard recommended by the applicable Australian standard, or if there is no applicable Australian standard, to a reasonable standard.

15.5 Nature of obligations

Members must act in good faith in your dealings with all Parties under this management statement and the Easements.

15.6 Damage

A Member is liable for damage or loss the Member causes to each other Party if the Member does or fails to do something under this management statement. However, a Member's liability does not include damage or loss caused or contributed to by the Party suffering the damage or loss. In this clause 15.6, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

15.7 Upgrading and redevelopment

- (a) The Members acknowledge that, throughout the life of Kew Schofields, upgrading and redevelopment works may take place.
- (b) The Members agree to act reasonably and not unreasonably withhold their consent if a proposal is made to upgrade or redevelop parts of Kew Schofields or any part or parts of it so long as the proposed upgrading or redevelopment works are in accordance with the requirements of the Council, any Authorities, this management statement and the Easements.
- (c) Each Member may, in its absolute discretion and at its sole cost, upgrade or redevelop the Stratum Lot that it owns, subject to any requirements of the Council, any Authorities, this management statement and the Easements.

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15.8 Structural adequacy

Members:

- (a) must maintain the structural adequacy of their part of Kew Schofields (unless the Committee is required to do so); and
- (b) must not do anything to affect the structural adequacy of Kew Schofields (or any part of it).

16. What are the rights and obligations of Owners and Occupiers?

16.1 General obligations

An Owner and Occupier must:

- (a) promptly comply with the Owner's and Occupier's obligations under this management statement, the Management Act and the Development Act;
- (b) comply with decisions of the Committee;
- (c) comply with Easements and not do anything to interfere with a grantee or grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement); and
- (d) comply with the Rules.

16.2 Shared Facilities

An Owner and Occupier must not interfere with Shared Facilities other than according to this management statement.

16.3 Maintenance requirements

Except for Shared Facilities and subject to this management statement, an Owner and Occupier must, at the Owner's cost and Occupier's cost (as the case may be):

- (a) maintain and keep in good repair the part of Kew Schofields which owned by the Owner;
- (b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of Kew Schofields which is owned by the Owner and or the Occupier; and

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- (c) maintain, inspect and operate plant and equipment owned or used exclusively by the Owner and or the Occupier to a standard recommended by the applicable Australian standard, or if there is no applicable Australian standard, to a reasonable standard.

16.4 Nature of obligations

Owners and Occupiers must act in good faith in your dealings with all Parties under this management statement and the Easements.

16.5 Damage

An Owner or Occupier is liable for damage or loss the Owner or Occupier causes to each other Party if the Owner or Occupier does or fails to do something under this management statement. However, an Owner or Occupier's liability does not include damage or loss caused or contributed to by the Party suffering the damage or loss. In this clause 16.5, a reference to an Owner or Occupier includes contractors, employees and agents of the Owner or Occupier.

17. Appointing a Representative and a Substitute Representative

17.1 Appointment of Representatives

A Member must appoint a Representative to represent and vote for the Member at Meetings and Emergency Meetings.

17.2 Appointment of Substitute Representatives

A Member may appoint a Substitute Representative to represent the Member at Meetings and Emergency Meetings if the Member's Representative cannot attend.

17.3 Eligibility for appointment

Representatives and Substitute Representatives must be natural persons.

17.4 Appointing a new Representative or Substitute Representative

A Member may appoint a new Representative or Substitute Representative at any time.

17.5 Appointment Form

The Member must complete and serve on the Committee the Appointment Form if:

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- (a) the Member appoints a Representative or a new Representative;
- (b) the Member appoints a Substitute Representative or a new Substitute Representative; or
- (c) the contact details for the Member's Representative or Substitute Representative change.

17.6 When does an appointment become effective?

The Member's appointment of a Representative or Substitute Representative (or a new Representative or Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from the Member.

17.7 Proxies

A Member may authorise the Member's Representative or Substitute Representative to appoint a proxy to represent and vote for the Member at Meetings and Emergency Meetings at which the Representative or Substitute Representative cannot attend. In the Member's Appointment Form, the Member must advise the Committee whether the Member's Representative or Substitute Representative may appoint a proxy.

17.8 Acts by Representatives and Substitute Representatives

Anything done for a Member by the Member's Representative or Substitute Representative has the same effect as if the Member did it.

18. Additional obligations for the Owner's Corporation

18.1 Notices of Meetings

Each Member which is an Owner's Corporation must give other Members notices of its general meetings and meetings of its strata committee as if business of the meeting involves this management statement or the other Members. The Member must give the notice at least 72 hours before the meeting is scheduled to commence.

18.2 Attendance at Meetings

Each Member which is an Owner's Corporation must allow the Representatives or Substitute Representatives of each other Member to:

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- (a) attend its general meetings and meetings of its strata committee if the business of the meeting involves this management statement or the other Members; and
- (b) address general meeting and meeting of its strata committee in regard to matters affecting this management statement or other Members.

18.3 By-laws

- (a) A Member which is an Owner's Corporation must not make by-laws that are inconsistent with this management statement.
- (b) If there is an inconsistency between the by-laws and this management statement, the Owner's Corporation must amend the inconsistent by-law to make it consistent with this management statement.
- (c) A Member must inform the Committee if there is an amendment to the by-laws.
- (d) If the by-laws and this management statement are inconsistent, this management statement will prevail.

18.4 Appointing Representatives and Substitute Representatives

If a Member is an Owner's Corporation, the Member must appoint the Member's Representatives and Substitute Representatives only a resolution of the strata committee of the Owners Corporation.

19. Rights of access

19.1 General requirement

When a Party exercises their rights to access parts of Kew Schofields, that Party must not interfere unreasonably another Party's lawful use of that area.

19.2 Access in an emergency

In an emergency a Party must give other Parties access to fire stairs, passages and all other egress routes in that part of Kew Schofields necessary to exit Kew Schofields.

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19.3 Access to Shared Facilities by the Committee

Subject to the Easement and Part 5, a Party must give the Committee and other Parties access to operate, test use, maintain, repair and replace Shared Facilities located in Kew Schofields by the most direct route nominated by the Committee (acting reasonably).

19.4 Notice requirements

Except in an emergency and subject to this management statement, the Committee and the relevant Parties must give the other Party reasonable notice before access is required to that part of Kew Schofields.

19.5 When is access available?

Except in an emergency and subject to this management statement, the Committee and any other relevant Party may gain access under this clause to another Party's part of Kew Schofields only during the hours determined by this management statement or reasonably agreed to by that Party.

19.6 Paying costs

Subject to this management statement, the Committee or a Party must pay all of their costs associated with them gaining access to parts of Kew Schofields under this clause.

19.7 Rectifying damage

A Party must promptly rectify any damage a Party causes and leave the affected area of Kew Schofields clean and tidy when that Party exercises its rights and comply with its obligations under this clause.

20. Changes to the parties to Service Contracts

20.1 When does this clause apply?

This clause applies if a Member transfers the freehold interest in their Stratum Lot or subdivides their Stratum Lot by Subdivision Plan.

20.2 Obligations of Members

If a Member:

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- (a) transfers the Stratum Lot, the Member must procure the new Member to become a party to all Service Contracts from the date of the transfer; or
- (b) subdivides the Stratum Lot (or part of it) to create two or more new Stratum Lots, the Member must procure the Owners of the new Stratum Lots to become parties to all Service Contracts from the date of registration of the Subdivision Plan; or
- (c) subdivides the Stratum Lot (or part of it) by a Strata Plan, the Member must procure the Owner's Corporation created by the subdivision to become a party to all Service Contracts within twenty eight days after registration of the Strata Plan.

20.3 Effect of complying with this clause

If the Member complies with the Member's obligations under clause 20.2 the Members release the relevant Member from that Member's obligations under a Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arise before that date).

20.4 Failure to comply with this clause

If the Member fails to comply with clause 20.2, it is liable for any liability, loss, claim, or damages sustained by the other Members as a result of its non-compliance.

20.5 Who pays the cost?

A Member who:

- (a) transfers their Stratum Lot must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause; and
- (b) who subdivides their Stratum Lot by a Subdivision Plan must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause.

21. Obtaining an Outstanding Levy Certificate

21.1 Who may apply for a certificate?

A Member or an Owner (or a person authorized by them in writing) may apply to the Committee for an Outstanding Levy Certificate.

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21.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

- (a) the applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee of \$70.00 or such other amounts for a certificate under section 184 of the Management Act.

21.3 Information to be included in a certificate

The Committee must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:

- (a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable; and
- (b) the amount of the regular periodic Capital Fund contributions and the period for which the contributions are payable; and
- (c) the amount of any unpaid Administrative Fund contributions or Capital Fund contributions; and
- (d) any amount recoverable for work carried out by the Committee according to clause 12; and
- (e) any amount and rate of interest payable to the Committee under this management statement; and
- (f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

21.4 When must the certificate be given?

The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

21.5 Certificate is evidence of matters in it

An Outstanding Levy Certificate is conclusive evidence as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in Kew Schofields.

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22. What contact details must a Member provide to the Committee?

22.1 Member's contact details

A Member must provide the Committee with the following contact details:

- (a) the Member's Current Address and the Current Addresses of the Member's Representative and Substitute Representative (or any replacement Representative or Substitute Representative you appoint);
- (b) the Member's Current Email and the Current Email of the Member's Representative and Substitute Representative (or any replacement Representative or Substitute Representative you appoint); and
- (c) if the Member is an Owner's Corporation, the name, telephone number, Current Address and Current Email of your strata managing agent.

22.2 Purchasing a Stratum Lot

If a Member purchases a Stratum Lot, the Member must complete a Membership Form and serve it on the Committee within five Business Days after becoming a Member.

22.3 Leasing a Stratum Lot

If a Member leases or licences a Stratum Lot (or part of it), the Member must complete the part of the Membership Form dealing with new tenancies and serve it on the Committee within five Business Days after the lease or licence commences.

22.4 Owner's Corporation

When an Owner's Corporation is created, the Owners Corporation must complete a Membership Form and serve it on the Committee within five business days.

22.5 Changing your contact details

A Member must complete and serve a Membership Form on the Committee within five Business Days if:

- (a) the Member change's its name, address, telephone and email address; and
- (b) if the Occupier of a Member's Stratum Lot (or part of it) changes their name, address, telephone number and email address.

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23. Fire safety and protection

23.1 What are a Party's obligations?

A Party must:

- (a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to a Party's attention;
- (b) obtain an annual fire safety certificate for their part of Kew Schofields;
- (c) comply with the reasonable directions of the Committee including permitting access by the Committee or any person authorized by the Committee to inspect a Party's Lot so that the Committee can obtain an annual fire safety certificate for Kew Schofields;
- (d) comply with laws about fire control; and
- (e) subject to the Party obtaining the prior written approval of the Committee, notify the Committee if a Party changes the lock on the entry door to that Party's Lot.

23.2 Keep flammable materials

A Party may keep flammable materials in that Party's Lot (but not in any car space or storage space of the Lot) provided that the Party:

- (a) uses them in connection with the lawful use of that Party's Lot; and
- (b) keeps them in reasonable quantities according to the guidelines of Government Agencies.

23.3 Restrictions about fire safety

A Party must not:

- (a) interfere with, obstruct or damage Fire Safety Devices;
- (b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in Kew Schofields; or
- (c) keep flammable materials on a Shared Facility, or on Common Property.

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23.4 Fire alarm call outs

- (a) A Party must not by willful or negligent act or omission, do or permit to anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Party.
- (b) The Committee is entitled to recover from a Party the Fire Alarm Costs paid by the Committee or an Owners Corporation in relation to a breach of clause 23.4(a) by a Party.
- (c) The Committee may demand payment from a Party for any money outstanding under this clause and recover this amount from the Party as a debt to the Committee.

23.5 Certificate of Compliance for fire safety purposes

- (a) If the Committee gives to the Member written notice that works are required to the Lot to obtain any certificate of compliance for fire safety purposes, the Member must promptly at the Member's Cost carry out those works.
- (b) If the Member carries out any Works and such Works requires the certificate of compliance for fire safety purposes to be obtained or updated, the Member must promptly at the Member's Cost obtain a certificate of compliance for the Works carried out by the Member.
- (c) If a Member fails to comply clauses 23.5(a) or 23.5(b), the Committee may access the Lot and carry out the works to obtain the certificate of compliance at the Member's Cost. Such Cost must be paid to the Committee within 5 Business Days of a request by the Committee.

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Part 3 Meeting procedures and resolutions

24. Meetings of the Committee

24.1 Types of Meetings

There are two types of Meetings of the Committee, Meetings and Emergency Meetings.

24.2 Meetings

The Committee may deal with matters which require a Resolution or, subject to the Management Act, Unanimous Resolution at a Meeting. The Committee must convene a Meeting at least every six months (starting from the date which is six months after the first meeting of the Committee) or earlier if:

- (a) the Committee resolves to hold the Meeting; or
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager); or
- (c) a Member makes a written request to the Committee to convene a Meeting; or
- (d) it is necessary to appoint a replacement Officer.

24.3 Emergency Meetings

The Committee may deal only with matters which require a Resolution at an Emergency Meeting. The Committee may convene an Emergency Meeting:

- (a) if there is an emergency or other urgent matter which must be determined by the Committee; and
- (b) if, in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

24.4 Who convenes Meetings?

A Meeting or an Emergency Meeting may be convened by:

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

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- (a) the Secretary or another Officer if the Secretary is absent or unable to convene the Meeting; or
- (b) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

25. Notices and agendas for Meetings

25.1 Information to be included in the notice

Subject to this clause 25, if a Member convenes a Meeting or an Emergency Meeting a Member must give each Member a notice of the Meeting which includes:

- (a) the time, date and venue of the Meeting or Emergency Meeting; and
- (b) an agenda for the Meeting or Emergency Meeting.

25.2 Agenda for a Meeting

The agenda for a Meeting must:

- (a) include the terms of motions for Resolutions and, subject to the Management Act, Unanimous Resolutions which the Committee will deal with at the Meeting. The Committee cannot vote on matters that are not on the agenda for the Meeting;
- (b) clearly identify which motions require Resolutions or, subject to the Management Act, Unanimous Resolutions;
- (c) clearly identify which motions require Unanimous Resolutions;
- (d) include motions which Members have requested the Committee in writing to include on the agenda for the next Meeting;
- (e) be accompanied by a copy of the minutes of the last Meeting and Emergency Meeting; and
- (f) include a motion to adopt the minutes of the last Meeting.

25.3 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must:

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- (a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) include the terms of the motions for Resolutions to take the actions proposed to deal with the emergency.

25.4 Information to be included in the notice of a Meeting to consider levy contributions

If a Member convenes a Meeting to determine Administrative Fund contributions or Capital Fund contributions, the Member must include with the notice of the Meeting:

- (a) the Budget prepared by the Committee according to clause 32;
- (b) the current audit report prepared by the Committee according to clause 34; and
- (c) the current audited financial statement prepared by the Committee according to clause 34.

25.5 How much notice is required for a Meeting?

If a Member convenes a Meeting, the Member must give each Member at least 5 Business Days notice of the Meeting.

25.6 How to serve notice of a Meeting

if a Member convenes a Meeting, the Member must serve notice of the Meeting on each Member by:

- (a) delivering it personally to the Member;
- (b) sending it to the Current Address of the Member;
- (c) sending it to the Current Email of the Member; or
- (d) a combination of the above methods.

25.7 Giving notice of an Emergency Meeting

If a Member convenes an Emergency Meeting, the Member may:

- (a) give each Member notice of the Emergency Meeting by the best method reasonably determined by the Member in the circumstances (eg. by telephone); and

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- (b) give the amount of notice of the Emergency Meeting reasonably determined by the Member in the circumstances.

25.8 Notices for Emergency Meetings

If a Member convenes an Emergency Meeting, the Member must serve notice of the Emergency Meeting by:

- (a) delivering it personally to the other Members;
- (b) contacting the Representative of the other Members by telephone and reading them the notice for the Emergency Meeting; or
- (c) a combination of the above methods.

26. Procedures for holding Meetings

26.1 Conducting a Meeting or Emergency Meeting

Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

26.2 Quorum for a Meeting

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representative or Substitute Representative of at least two (2) Members.

26.3 Failure to obtain a quorum

If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson, or if the Chairperson is not present, the Member present at the Meeting or Emergency Meeting.

26.4 Notice of adjourned Meetings

If a Meeting or Emergency Meeting, is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member at least five Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

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26.5 Quorums at adjourned Meetings

A quorum at an adjourned Meeting or Emergency Meeting is:

- (a) the Representatives or Substitute Representatives of at least 2 Members; or
- (b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the Meeting is due to commence.

26.6 Attendance at a Meeting

An Owner may attend a Meeting. However, they may address the Meeting only with the consent of the Committee.

26.7 Special provisions for Meetings held in writing

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) the person who convenes the Meeting serves notice of the Meeting according to this management statement;
- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

26.8 How to cast a vote at an Emergency Meeting

A Member may cast a vote at an Emergency Meeting:

- (a) by telephone;
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by post or email to the Current Address or Current Email of the person who convened the Emergency Meeting.

26.9 Minutes of Meetings

If a Member convenes a Meeting or an Emergency Meeting, the Secretary or the Strata Manager must distribute minutes of the Meeting to each Member within 10 Business Days after the Meeting.

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

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27. Voting rights of Members

27.1 Voting rights of Members

Subject to this clause, a Member is entitled to vote at Meetings and Emergency Meetings only if the Member is a Member Entitled to Vote. A Member's Representative or Substitute Representative may cast the Member's vote personally or by proxy.

27.2 How many votes does each Member have?

At all Meetings and Emergency Meetings, a Member is entitled through its Representative or Substitute Representative to exercise the following votes:

- (a) Residential Owners Corporation 1 1 vote; and
- (b) Lot 2 Residential Owner 1 vote.

27.3 Instructions by a Member

A Representative or Substitute Representative (or proxy) for a Member Entitled to Vote must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them (or by the strata committee of that Member).

27.4 Restrictions on voting

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Chairperson does not have a casting vote;
- (b) the Strata Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy);
- (c) the Facilities Manager does not have a vote unless they are a Representative or a Substitute Representative (or a proxy);
- (d) for a period of ten (10) years commencing from the date of registration of this management statement, the Committee is not permitted to change the name of the Building or permanently remove any signage which includes the name of the Building; and
- (e) In the event that a vote results in a deadlock between the Members, the motion will be lost.

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27.5 Matters requiring Unanimous Resolution

The matters that the Committee must decide by Unanimous Resolution are:

- (a) amending this management statement or the definition of Unanimous Resolution in this management statement;
- (b) the distribution to Members of surplus money in the Administration Fund or Capital Fund;
- (c) changing, adding to or removing Shared Facilities other than a decision to repair Shared Facilities or to renew or replace minor items;
- (d) changing, adding to or adjusting Shared Costs; and
- (e) amending, modifying, adding to or deleting any terms of this management statement.

28. Appointing a proxy

28.1 Who may appoint a proxy?

A proxy may be appointed by:

- (a) a Member; or
- (b) a Representative or Substitute Representative if the Member which appointed the Representative or Substitute Representative has authorised the Representative or Substitute Representative to appoint a proxy according to clause 17.7.

28.2 Who may be a proxy?

A proxy must be a natural person.

28.3 How to appoint

Subject to this clause, a Member may appoint a proxy at any time provided that:

- (a) the Member makes the appointment on a Proxy Form (see Schedule 3);
- (b) the Member and the proxy sign the Proxy Form; and

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- (c) the Member delivers the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

28.4 Instructions about voting

The Member may include in the Proxy Form instructions to the Member's proxy about how to vote. A vote by the Member's proxy in contravention of the Member's instructions is invalid.

28.5 Restrictions on voting

The Member's proxy cannot vote at a Meeting or an Emergency Meeting if the Member casts a vote.

29. Resolutions at Meetings and Emergency Meetings

29.1 What is a Resolution?

Resolutions relate to a number of administrative and other matters which do not affect Shared Facilities.

29.2 Who may vote on a matter requiring a Resolution?

A Member is entitled to vote on a Resolution if the Member is a Member Entitled to Vote.

29.3 When is a Resolution passed?

A Resolution is passed if more than 50% of the votes of Members Entitled to Vote are for the motion.

29.4 Matters decided by Resolution

Subject to clause 29.5, the matters which the Committee may determine by Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager (subject to the written agreement between the Committee and the Strata Manager);
- (b) appointing or terminating the appointment of a Facilities Manager subject to the written agreement between the Committee and the Facilities Manager);
- (c) appointing or terminating the appointment of a Service Contractor (or the agent of the Committee);

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- (d) effecting insurances;
- (e) establishing the Administrative Fund and determining contributions for that fund;
- (f) establishing the Capital Fund and determining contributions for that fund; and
- (g) resolving any other matters which do not require an Unanimous Resolution.

29.5 Matters decided by Resolution

Where there are only two Members, the Resolutions is clause 29.4 must be passed by Unanimous Resolution.

Part 4 Financial management

30. What funds must the Committee establish?

30.1 Administrative fund

The Committee must establish an Administrative Fund within one month after this management statement is registered. The Committee must use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Capital Fund costs.

30.2 Capital fund

The Committee must establish a Capital Fund within one month after this management statement is registered. The Committee must use the Capital Fund to pay for the renewal and replacement of Shared Facilities.

30.3 What money is paid into the Administrative Fund?

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions;
- (b) payments the Committee receives for inspections of its books and records;
- (c) payments the Committee receives for providing Outstanding Levy Certificates;

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(d) amounts paid to the Committee by way of discharge of claims for insurance affected by the Committee; and

(e) payments the Committee receives under Easements.

30.4 What money is paid into the Capital Fund?

The Committee must pay into the Capital Fund:

(a) Capital Fund contributions; and

(b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 30.3.

31. Financial years

31.1 First Financial Year

The first Financial Year of the Committee commences on the date of registration of this management statement and ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this management statement).

31.2 Subsequent Financial Years

Subsequent Financial Years commence at the expiration of the previous Financial Year and ends on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

32. Preparing Budgets

32.1 When to prepare Budgets

The Committee must prepare a Budget for each Financial Year in respect of the Administrative Fund and the Capital Fund.

32.2 What information must be included in a Budget?

A Budget must contain itemised details of:

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- (a) how much money the Committee will need during the Financial Year for the Administrative Fund and the Capital Fund;
- (b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and Capital Fund (including any costs paid to the Committee under Easements);
- (c) each item for which a Member is responsible to contribute;
- (d) the proportion which each Member must contribute to each item for the Financial Year; and
- (e) the amount of the proportion which each Member must contribute to each item for the Financial Year.

32.3 How much to budget?

The Committee must budget sufficient funds to comply with its obligations under this management statement, the Conveyancing Act and the Easements.

33. Determining contributions

33.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and Capital Fund for each Financial Year. The Committee may decide to levy contributions for a shorter or longer period provided that it prepares a Budget for that period according to clause 32.2 and clause 32.3.

33.2 What proportion of costs must you pay?

A Member must pay its proportion of Administrative Fund and Capital Fund contributions in the Shared Facilities list to be determined in accordance with clause 40.1.

33.3 Procedures for determining contributions

When the Committee determines Administrative Fund and Capital Fund contributions, it must determine:

- (a) whether a Member must pay the contributions in a lump sum or by instalments; and
- (b) the dates on which a Member must pay its contributions (eg. monthly or quarterly).

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33.4 Determining the amount of contributions

Subject to clause 33.7, the Committee may determine contributions by Resolution. The amount of contributions:

- (a) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund; and
- (b) for the Capital Fund, must be the amount determined by the Committee in the budget for the Capital Fund.

33.5 Insufficient funds

Subject to clause 33.7, the Committee must determine:

- (a) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the Financial Year; and
- (b) additional contributions to the Capital Fund if it cannot (or will not be able to) pay its Capital Fund debts during the Financial Year.

33.6 Budget where there are insufficient funds

Subject to clause 33.7, before the Committee determines an additional contribution it must prepare and adopt a Budget for the period covered by the additional contribution. The Committee may approve the Budget by Resolution.

33.7 Determining contributions at an Emergency Meeting

If the Committee proposes to raise an Administrative Fund or Capital Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a Budget for the contribution. The Committee may determine and levy the contribution by Resolution.

34. Preparing financial statements

34.1 Obligations of the Committee

At the end of each Financial Year the Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare a financial statement for each of its accounts.

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34.2 When to prepare financial statements

The Committee must have audited financial statements within three (3) months at the end of the Committee's financial year as determined by the Committee.

34.3 Information to be included in a financial statement

A financial statement must show for each of the Administrative Fund and the Capital Fund:

- (a) a statement of income and expenditure during the Financial Year;
- (b) the balance carried forward from the Financial Year;
- (c) particulars and amounts of each item of income during the Financial Year;
- (d) particulars and amounts of each item of expenditure during the Financial Year;
- (e) the cash in the fund (including deposits and investments) at the end of the Financial Year;
- (f) the balance of the fund at the end of the Financial Year;
- (g) contribution arrears for each Member at the end of the Financial Year;
- (h) the amount of credit or debit in the fund at the end of the Financial Year; and
- (i) other relevant information.

35. Paying contributions

35.1 Notices of contributions

Subject to this clause 35, the Committee must give a Member at least 20 Business Days notice before your Administrative Fund or Capital Fund contributions are due. The notice must be in writing and must show for each of the Administrative Fund and Capital Fund:

- (a) the total contribution to be raised;
- (b) the portion of the contribution which the Member must pay; and
- (c) the date the payment is due.

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35.2 Raising funds in an emergency

If the Committee has to raise funds in an emergency, it may give the Member less than 20 Business Days notice of the contribution.

35.3 Purchaser liable for contributions

A purchaser of a Lot is jointly and severally liable to pay all outstanding contributions to the Administrative Fund and/or Capital Contributions including interest and other monies due under this management statement in respect of that Lot at the time of the purchase of the Lot.

36. Banking money and interest on accounts

36.1 Establishing a bank account

The Committee must:

- (a) establish and maintain a bank or building society account or accounts in the names of the Members; and
- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

36.2 Withdrawing funds

The Committee may withdraw money from its accounts only to exercise its functions and comply with its obligations under or arising from this management statement, the Management Act, the Development Act and the Easements.

36.3 Trust account

Subject to clause 36.4, if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 2002* (NSW).

36.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee or pay it to the Members according to clause 38.

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37. Late payments

37.1 Interest

A Member must:

- (a) pay the Committee interest on any amount the Member owes the Committee under this management statement but do not pay on time; and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

37.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to the interest specified under the Management Act.

37.3 Recovering unpaid contributions

The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.

38. Dealing with surplus funds

38.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Capital Fund at the end of a Financial Year, the Committee may distribute it between the Members according to the proportions which the Members contribute to the funds according to clause 33.2.

38.2 Unanimous Resolution

Subject to the Management Act, the Committee may decide to distribute surplus funds under this clause only by Unanimous Resolution.

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39. Paying contributions when there is a Dispute

39.1 What are a Member's obligations?

A Member is not excused from paying the Administrative Fund contributions, Capital Fund contributions or other amounts the Member owes the Committee because the Member has a Dispute or a disagreement with the Committee (eg. a Dispute about the amount of a payment).

39.2 Continuing payments

If the Member has a Dispute or disagreement with the Committee about the amount of Administrative Fund or Capital Fund contributions the Member must pay and must continue to pay the Member's contributions at the rate determined according to clause 33.2. After the Dispute is resolved, the Member and the Committee must pay each other any necessary adjustments.

39.3 A Member's rights are not affected

A Member's rights against the Committee are not affected if the Member continues to pay Administrative Fund and Capital Fund contributions according to clause 39.2.

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Part 5 Shared facilities

40. Shared Facilities

40.1 Overview

A number of facilities and services in Kew Schofields are used by two or more Members or located on the land of a Member but used by another Member. These are called Shared Facilities. A list of Shared Facilities (with a description of each) is in Schedule 1.

40.2 What do Shared Facilities include?

Subject to Schedule 1, Shared Facilities and costs for Shared Facilities include:

- (a) plant and equipment which constitute a Shared Facility;
- (b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Member's part of Kew Schofields;
- (c) any rooms or areas in which Shared Facilities are located;
- (d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) the inspection of Shared Facilities (if applicable) by a Government Agency; and
- (h) the certification of Shared Facilities for the purposes of the law.

40.3 Access routes to Shared Facilities

Subject to this management statement, a Shared Facility includes any part of Kew Schofields giving access to and egress from a Shared Facility by the most direct route.

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40.4 Rights and obligations of the Committee

Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities.

40.5 Service Contractors

The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

40.6 Shared Facilities and Common Property

Some items of Common Property are designated in this management statement as Shared Facilities. The Owner's Corporation authorises the Committee to perform its functions and exercise its rights under this management statement in respect of that Common Property.

40.7 Shared Facilities and Stratum Lots

Some items in Stratum Lots are designated in this management statement as Shared Facilities. An Owner of a Stratum Lot authorises the Committee to perform its functions and exercise its rights under this management statement in respect of those items.

40.8 Who may use Shared Facilities?

- (a) This management statement and any description titled '*used by*' in Schedule 1 may specify which Members are entitled to use each Shared Facility. If the use of a Shared Facility is not restricted, the Shared Facility is available for use by each Party. If a Member entitled to use a Shared Facility:
- (i) is an Owner's Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owner's Corporation are entitled to use the Shared Facility; and
 - (ii) is the Owner of a Stratum Lot, the Occupiers of the Stratum Lot are entitled to use the Shared Facility.
- (b) Where a Party of a Lot is entitled to use a Shared Facility and that Lot (or part of the Lot) is subdivided by a Subdivision Plan, then all new Parties created by the subdivision are also entitled to use the Shared Facility.

40.9 When can a Party use Shared Facilities?

if a Party is entitled to use a Shared Facility, that Party may do so at all times unless this management statement specifies otherwise.

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40.10 How to apportion costs for Shared Facilities

The Committee must levy Members for contributions towards the costs of Shared Facilities according to Schedule 1. If there is no apportionment for the cost of a Shared Facility in Schedule 1 and costs are incurred for that Shared Facility, the Committee may determine the apportionment by, subject to the Management Act, Unanimous Resolution.

40.11 Obligations of Members to pay for Shared Facilities

A Member must pay their proportion of the costs for Shared Facilities according to Schedule 1 or according to a determination made by the Committee according to clause 40.10, if there is no provision in Schedule 1.

40.12 Easements

Some of the Shared Facilities may be the subject of Easements. The Committee and each Member agrees in favour of each grantor to perform the functions and exercise the rights of the grantor according to the relevant Easement. Each grantor agrees that the Committee may exercise the rights and perform the functions of the grantor under the relevant Easement.

41. Changing and adding to Shared Facilities

41.1 Powers of the Committee

Subject to the Management Act, the Committee may by Unanimous Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities;
- (b) create new Shared Facilities;
- (c) change existing Shared Facilities;
- (d) change the use of existing Shared Facilities;
- (e) modify or replace existing Shared Facilities;
- (f) extend Shared Facilities;
- (g) remove redundant Shared Facilities; and
- (h) determine a charge for a Shared Facility where Schedule 1 does not make provision for a charge.

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41.2 Obligations of Members

A Member must agree to amend the Schedule 1 to reflect anything the Committee resolves to do under this clause 41.

42. Changing the costs for Shared Facilities

42.1 Powers of the Committee

Subject to the Management Act, the Committee may, by Unanimous Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in Schedule 1 if:

- (a) the Committee resolves to deal with Shared Facilities under clause 41;
- (b) it more fairly divides costs for Shared Facilities;
- (c) Kew Schofields changes;
- (d) the Committee identifies new Shared Facilities;
- (e) the use of Shared Facilities changes;
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

42.2 Reason for exercising powers

The Committee may change the costs, add new costs or adjust the division of costs for Shared Facilities only if:

- (a) the costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of costs is supported by at least one expert consultant report (unless all Members agree to waive this requirement).

42.3 Obligations of Members

A Member must agree to amend the Shared Facilities in Schedule 1 to reflect anything the Committee resolves to do under this clause.

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42.4 Periodic review

- (a) The Parties acknowledge and agree that the information in Schedule 1 at the date of registration of this management statement was determined by a shared facilities consultant who was not connected to the Original Owner.
- (b) The Committee must review the allocation of Costs for Shared Facilities every five (5) years to ensure that the allocation of Costs remains fair. If following the review the Committee determines that the Costs of a Shared Facility will be more fairly divided, the Committee must engage an Expert to prepare a report on the allocation of the Costs of that Shared Facility.
- (c) If the report from the Expert recommends that the Cost of a Shared Facility should be changed having regard to information available as to the usage of the Shared Facility over the preceding three (3) years, then the Committee must adopt the recommendation of the Expert and Schedule 1 will be amended in accordance with the report.
- (d) The first review under clause 42.4(b) must take place no later than five (5) years after registration of the management statement.
- (e) A Member can issue a Dispute Notice if that Member disputes the report from the Expert within thirty (30) days in which case the dispute resolution provisions in clause 57 will apply to determine the apportionment of Costs with respect to the relevant Shared Facility.
- (f) The Committee must act promptly and do everything reasonably required to amend the allocation of costs as recommended in the report from the Expert with effect from the date of the report unless a Member has served a Dispute Notice in accordance with clause 42.4(e) in which case the Committee must do so following the outcome of the dispute process.
- (g) If as a result of a review a change is required to Schedule 1, the Committee must pay in place arrangements to give effect to the amendments. Each Member must vote in the appropriate manner at the relevant meeting to enable the Committee to fulfil its obligations to give effect to the amendment.
- (h) At its cost, the Committee must cause to be registered the relevant documents at Land Registry NSW to give effect to the amendment to Schedule 1. Members must produce their certificates of title to permit registration of the amendment to this management statement.

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43. Using approved contractors

43.1 Overview

Many of the Shared Facilities in Kew Schofields are highly technical and affect other components in the development. As a result:

- (a) Shared Facilities, building Works and services must be maintained to a high standard; and
- (b) only contractors and consultants approved by the Committee may do structural building Works and maintain or replace Shared Facilities.

43.2 Obligations of the Committee

The Committee must:

- (a) appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities and do structural building Works; and
- (b) give each Member a list of current approved contractors and consultants.

43.3 Approving contractors

The Committee may make a decision to approve a contractor or consultant in its absolute discretion and may approve contractors who are not Service Contractors.

43.4 Obligations of Parties

A Party must use approved contractors for all work described in this clause 43.

44. Damage to Shared Facilities

A Party must:

- (a) obtain consent from the Committee to make alterations to Shared Facilities;
- (b) if applicable, obtain consent from the Owner's Corporation) to make alterations to a Shared Facility that forms part of Common Property in a Party's Strata Scheme;
- (c) use Shared Facilities only for their intended purposes;

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- (d) immediately notify the Committee if a Party knows about damage to or a defect in a Shared Facility; and
- (e) compensate the Committee for any damage to Shared Facilities caused by a Party, a Party's visitors or persons doing work in Kew Schofields on a Party's behalf.

45. Security Lot Keys and Devices

45.1 Obligations of the Committee

- (a) If security control devices (eg. roller shutter and boomgates) are installed in the Kew Schofields and in order to access an Owner or Occupier part of Kew Schofields, the Owner or Occupier needs access to the roller shutter and boomgates, the Committee must provide a Security Key to each Party to access their component of Kew Schofields in accordance with clauses 45.1(b) and 45.1(c). The Committee must keep an up-to date register of the persons holding Security Keys.
- (b) The Committee may issue a Remote Control to either the Owner or Occupier. The number of Remote Controls each Owner or Occupier may have will be decided by the Committee.

45.2 Charging fees for Security Keys, Swipe Cards and Remote Control

The Committee may charge a fee as a bond if a Party requests additional or replacement Security Keys, Swipe Cards and Remote Control.

45.3 Rights and obligations

A Party must:

- (a) not remove or replace the Barrel;
- (b) not install any lock or locking security system to the Common Property door to a Lot;
- (c) take all reasonable steps not to lose Security Keys, Swipe Cards and Remote Controls;
- (d) return Security Keys, Swipe Cards and Remote Controls to the Committee if a Party does not need them;
- (e) notify the Committee immediately if a Party loses a Security Key, Swipe Card or Remote Control; and

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- (f) comply with the reasonable instructions of the Committee about Security Keys, Swipe Cards or Remote Control and, in particular, about re-coding and returning Security Keys, Swipe Cards or Remote Control.

45.4 Some prohibitions

A Party must not copy a Security Key, Swipe Card or Remote Control or give a Security Key, Swipe Card or Remote Control to someone who is not a Party.

45.5 Who owns Security Keys, Swipe Cards and Remote Controls?

Security Keys, Swipe Cards and Remote Controls belong to the Committee.

45.6 Managing the Security Key system

The Committee has the power to:

- (a) re-code Security Keys, Swipe Cards and Remote Controls;
- (b) require a Party to promptly return Security Keys, Swipe Cards or Remote Controls to the Committee to be re-coded; and
- (c) enter into agreements with Service Contractors, the Strata Manager or the Facilities Manager about the provisions and management of security systems generally.

46. Plant Room

46.1 Application of this clause

If there is a Plant Room shown on the Stratum Plan, this clause 46 applies.

46.2 Rights to Plant Room

An Owners Corporation may access the Plant Room and place plant in the Plant Room on the following terms:

- (a) A Member, Owner or Occupier must not interfere with and must ensure that the installation and operation of any plant will not interfere with the integrity of the Kew Schofields;
- (b) the proposed plant to be installed in the Plant Room must not give rise to the transmission of 'offensive noise' as defined in the *Protection of the Environment*

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Operations Act, 1997 as amended or replaced and must comply with any relevant Government Agencies requirements;

- (c) damage to the Plant Room and/or the Kew Schofields caused directly by a Party (or their nominated contractor) must be made good by and at the cost of the Party in a proper and workmanlike manner and to the satisfaction of the Committee; and
- (d) a Party must cause as little inconvenience as is practicable to other Parties.

47. Provision of Services

47.1 What are the powers of the Committee?

If Services are not supplied through the Embedded Network, the Committee has the power to supply Services to the Parties. Services include:

- (a) electricity supply, gas supply, water supply and centralized hot water; and
- (b) additional services which the Committee decides to supply according to this clause.

47.2 When can the Committee supply Services

The Committee has the power to supply Services in addition to those in clause 47.1 to Parties if:

- (a) subject to the Management Act, it decides to do so by Unanimous Resolution;
- (b) there would be significant cost savings if the Committee purchases the Service in bulk and supplies it to the Parties;
- (c) the Committee reasonably determines it would be beneficial to the operation and management of Kew Schofields for the Committee to provide the Service; or
- (d) a Party asks the Committee to provide the Service.

47.3 Power to enter into contracts

The Committee has the power to enter into contracts and agreements with the providers of Services.

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47.4 Disconnecting a Service

The Committee has the power to disconnect a Service to a Party who does not pay the Committee for the Service according to this management statement only in the following circumstances:

- (a) if doing so does not interfere with the provision of that Service to other Parties who has paid the Committee for the Service; or
- (b) reasonable notice has not been given to the Party whose Service is being disconnected.

47.5 Matters the Committee must take into account

In considering whether to supply a Service to a Party the Committee must determine:

- (a) how it will recover costs from the Party who may connect to the Service;
- (b) how the Service will be metered; and
- (c) whether the Service will be a Shared Facility.

48. Garbage storage and removal

48.1 Obligations of Owners and Occupiers

You must, at your cost:

- (a) with the exception of those items which are capable of being recycled, deposit all garbage in the chutes located on each level of the Building (where applicable);
- (b) transport your recycle materials to the Garbage Room;
- (c) keep all garbage receptacles and recyclable receptacles you place in the Garbage Room clean and, as far as is reasonably practicable, odour free;
- (d) comply with the requirements of the Committee and Government Agencies about the storage and removal from Kew Schofields of your garbage and recyclable materials (and, in particular, any putrescibles);
- (e) immediately clean up any garbage or recyclable materials you spill in the Garbage Room (or elsewhere in Kew Schofields); and

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- (f) not place your garbage or recyclable materials in the receptacle of another Owner or Occupier.

48.2 Bin Collection Room

- (a) The Bin Collection Room is a Shared Facility for use by the Facilities Manager to store garbage collected by the Garbage Room.
- (b) Owner and Occupiers of the Building are not permitted to access the Bin Collection Room.
- (c) The Committee may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Bin Collection Room, including:
- (i) the manner in which large objects to and from the Bin Collection Room and the Garbage Room (as the case may be) are to be transported;
 - (ii) the use of protective covers for surfaces forming part of the Bin Collection Room during such times as large objects or deliveries are transported to and from the Bin Collection Room and the Garbage Room (as the case may be);
 - (iii) prohibitions on the use of trolleys or other moving devices; and
 - (iv) insurance requirements.
- (d) The Facilities Manager must:
- (i) use the Bin Collection Room only in accordance with this Statement and in accordance with any rules determined by the Committee from time to time;
 - (ii) not use the Bin Collection Room in a manner that breaches the conditions of any development consent, permit or authorization or any Law applicable to the Land; and
 - (iii) promptly clean up any spills in the Bin Collection Room or the Building.

49. Bulky Waste Storage Room

49.1 Use

The Bulky Waste Storage Room may be used by Members, Owners and Occupiers and managed by the Facilities Manager.

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49.2 Rules

- (a) The Committee may make reasonable rules and impose conditions (acting reasonably) about the use of the Bulky Waste Storage Room from time to time.
- (b) An Owner and Occupier must not store perishable items or any inflammable, explosive or dangerous substances in the Bulky Waste Storage Room.
- (c) Owners and Occupiers must arrange to place items in the Bulky Waste Storage Room at the times agreed with the Facilities Manager.
- (d) The Facilities Manager must arrange for any items placed in the Bulky Waste Storage Room to be collected by the relevant Government Agencies.
- (e) Owners and Occupiers must make good any damage caused by that Owner or Occupier in using the Bulky Waste Storage Room.

50. Loading Dock

50.1 Shared Facility

The Loading Dock is a Shared Facility for use by Members and their respective Owners and Occupiers of the Lots.

50.2 Appointments

- (a) The Loading Dock will be available for use by Members, Owners and Occupiers by appointment.
- (b) The Committee may nominate a person (which may be the Strata Manager or Facilities Manager) to take bookings and make all necessary appointments for the use of the Loading Dock. This nominee of the Committee must establish and maintain a booking schedule.
- (c) Members, Owners and Occupiers entitled to use the Loading Dock must only use the Loading Dock at those times booked with the nominee of the Committee.

50.3 Rules

- (a) Subject to clause 50.3(b), the Committee may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Loading Dock, including:

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- (i) the hours in which access is permitted;
- (ii) the manner in which large objects or deliveries to and from the Loading Dock and the Lots are to be transported;
- (iii) the use of protective covers for surfaces forming part of the Building during such times as large objects or deliveries are transported to and from the Loading Dock to the Lots; and
- (iv) prohibitions on the use of trolleys or other moving devices; and
- (v) insurance requirements,

provided such rules will not adversely impact on the use and operation of the Lots.

- (b) All Members, Owners and Occupiers entitled to use the Loading Dock:
 - (i) use the Loading Dock only as stated in this statement and in accordance with the rules of the Committee;
 - (ii) not use the Loading Dock in a manner that breaches the conditions of any development consent, permit or authorization or any Law applicable to the Land;
 - (iii) promptly clean up any spills in the Loading Dock or the Building; and
 - (iv) switch off vehicles during loading/unloading and waiting times whilst in the Loading Dock.
- (c) If any damage to the Building occurs in connection with the exercise of rights granted to a Member, Owner and Occupier under this clause 50, the Committee or any person authorized by it, may rectify such damage and the Costs of carrying out such work shall be a debt payable by the Owner or Occupier to the Committee on demand.
- (d) If a Member, Owners or Occupier does not comply with this clause 50.3, the Facilities Manager may arrange for any vehicle or other item to be removed from the Loading Dock and/or the Building at the Member's Owner or Occupier's Cost. The Member, Owner and Occupier may not make a Claim against the Facilities Manager or the Committee if the Facilities Manager carries out its obligations under this clause 50.3(d).

50.4 Amendment

Despite any other provision of this Statement, the Committee must not propose to amend or repeal this clause 50 other than by Unanimous Resolution.

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51. Car Park Management System

51.1 What is the Car Park Management Sydney?

- (a) The Car Park Management System is the set of rules and procedures regulating all forms of parking in the Kew Schofields.
- (b) The Car Parking Management System comprises:
 - (i) the rights and obligations of all Parties;
 - (ii) the rights and obligations of the Committee; and
 - (iii) the rules and procedures of the Committee, the Parties and any person or entity using the Car Spaces or entering the Land for the purpose of using the Car Spaces.

51.2 Rights of Committee

- (a) The Committee may make Rules and introduce procedures regulating parking in the Kew Schofields.
- (b) The Committee may refuse access to Kew Schofields to any Vehicle that does not comply with the Car Park Management System.
- (c) The Committee may:
 - (i) establish a Car Park Register;
 - (ii) erect items on any part of Kew Schofields to regulate parking (such as signage, security cameras, barriers (physical or electronic));
 - (iii) enter into arrangements with third parties in connection with matters relating to the Car Park Management System;
 - (iv) enter into arrangements with Authorities in connection with matters relating to the Car Park Management System;
 - (v) immobilize any Unauthorised Vehicles or enter into arrangements with another party to do so (subject to relevant laws).

51.3 Obligations of Parties

- (a) All Parties:

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- (i) are bound by, and must comply with the Car Park Management System;
 - (ii) must ensure their invitees comply with the Car Park Management System;
 - (iii) must comply with the directions of the Committee given in accordance with the Car Park Management Statement;
 - (iv) must ensure a Party's invitee complies with the directions of the Committee given in accordance with the Car Park Management Statement.
- (b) A Party:
- (i) must not park or stand a Vehicle anywhere in Kew Schofields or on the Land other than in its own Car Space (if that Party has a Car Space);
 - (ii) must not permit any of the Party's invitee to park or stand a Vehicle anywhere in Kew Schofields or on the Land (unless it is a Party's own Car Space (if it has one) or in a Visitor's Car Space or Disabled Car Space in accordance with the requirements of the Car Park Management System; and
 - (iii) must not give any person a Security Key or any code to Kew Schofields for the purpose of allowing that person to park or stand a Vehicle in the Kew Schofields.

51.4 Car Park Register

- (a) Within twenty one (21) days of a requested by the Committee, a Party must give the Committee the Vehicle Information for all Vehicles owned or used by a Party.
- (b) Where there is a change in a Party, that Party must give to the Committee the updated Vehicle Information within fourteen (14) days from the date of the change in the Party.
- (c) If the Committee determines that the Vehicle Information is not up to date, the Committee may give to a Party a notice requesting the updated Vehicle Information of the Party at the Party's Cost.
- (d) The Costs payable by the Party in accordance with clause 51.4(c) is a debt to the Committee by the Party.

51.5 Visitor Car Parking

- (a) A Party must not:
 - (i) park a vehicle in a Residential Visitors Car Parking Space;

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- (ii) enter into a lease or licence, or permit the entry into a lease or licence, for a Visitor Car Parking Space with any person; and
 - (iii) impose timed parking fees, or permit the imposition of timed parking fees on the use of a Visitor Car Parking Space.
- (b) All Parties who are or whose visitors are entitled to use the Visitor Car Parking Spaces must ensure that they and their respective visitors:
- (i) give the licence plate of every visitor to the Building Manager;
 - (ii) use the Visitor Car Parking Spaces for car parking in accordance with clause 51.1(a) only and not for any other purposes, including for the storage of goods or waste products;
 - (iii) only park in the Visitor Parking Space up to six (6) hours on any one (1) day;
 - (iv) keep the Visitor Car Parking Spaces free of obstruction; and
 - (v) do not park in the Visitor Car Parking Spaces for a continuous period of time exceeding 24 hours.

51.6 Breach by a Party

- (a) If a Party breaches any of the clauses in clauses 51.1 to 51.5, the Committee may:
- (i) place a Notification on the Unauthorised Vehicle or send a Notification to the relevant Party;
 - (ii) issue more than one Notification throughout the duration of the breach from to a Party; and/or
 - (iii) immobilise the Vehicle.
- (b) If the Committee exercises its rights once or more in accordance with clause 51.6(c) then the Party must pay for the following to the Committee as a debt due to the Committee:
- (i) a Cost incurred by the Committee for each occasion a Notification is placed on an Unauthorised Vehicle or sent to a Party;
 - (ii) any Costs incurred by the Committee or any third party (including an Authority) in immobilising a Vehicle (including legal costs and disbursements and the costs and disbursement of the Strata Manager); and

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(iii) any other Costs incurred or payable by the Committee exercising its rights under this clause 51.

(c) A Party acknowledges and agrees that if a Party breaches this clause 51:

(i) the Committee (whether through the Strata Manager, Facilities Manager or their agents, contactors or employees) has the power and authority to immobilize the Vehicle;

(ii) the Party releases and indemnifies the Committee (including the Strata Manager, Facilities Manager or their agents, contractors or employees) in relation to any Claims as a result of the Committee exercising their rights under this clause 51; and

(iii) the Party cannot demand access to the Vehicle until such time as the Party has paid to the Committee all outstanding Costs.

51.7 Inconsistency between Car Parking Management Plan and this Statement

Where there is inconsistency between the Car Parking Management Plan and this statement, this statement will prevail.

52. Recreation Facilities

(a) The Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the Recreation Facilities.

(b) The Committee may at any time amend or substitute rules made by the Committee in relation to the use of the Recreation Facilities (acting reasonably).

(c) The Recreation Facilities may only be used during the following hours:

(i) in relation to the BBQ between the hours of 11.00am to 8.00pm seven days a week; and

(ii) in relation to the other Recreation Facilities between the hours of 6.00am to 8.00pm seven days a week.

(d) An Owner and Occupier entitled to use the Recreation Facilities must (and must ensure that any invitees does):

(i) not use the Recreation Facilities and the surrounds other than between the hours set out in clause 52(c);

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- (ii) ensure that any guest does not use the Recreation Facilities or its immediately surrounds unless accompanied by an Owner or Occupier;
 - (iii) ensure that children under 15 years of age are not in or around the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (iv) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Recreation Facilities by other persons;
 - (v) not adjust, modify, replace or remove any equipment associated with the Recreation Facilities;
 - (vi) promptly notify the building manager of any damaged or malfunctioning Recreation Facilities;
 - (vii) at all times be adequately clothed so as not to be likely to offend any other persons using the Recreation Facilities or the immediate surrounds and whilst travelling through the Building to and from the Recreation Facilities this includes but not limited no sunbathing in the Recreation Facilities;
 - (viii) must not engage in any hazardous activities;
 - (ix) not make excessive noise which interferes with the quiet enjoyment of an owner or occupier.
- (e) All Owners and Occupiers entitled to use the Recreation Facilities, following their use of the Recreation Facilities must:
- (i) dispose of any rubbish;
 - (ii) clean any surfaces requiring cleaning as a consequence of Owners or Occupier's use of the Recreation Facilities;
 - (iii) rectify any damage or destruction of the Recreation Facilities caused or contributed to by an Owner, Occupier, their invitees and any trespassers as a result of the Owner and Occupier; and
 - (iv) otherwise leave the Recreation Facilities in a good state of repair.
- (f) If an Owner or Occupier does not comply by clause 52(e), the Committee can do so and charge the Owner or Occupier reasonable fee for doing so.
- (g) The Recreation Facilities may be unavailable for use for periods of time for repair and maintenance.

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- (h) If an Owner or Occupier wishes to host a party, gathering or meeting on the Recreation Facilities, the Owner and Occupier must obtain the prior written consent of the Committee. The Committee may grant consent to the party, gathering or meeting on the Recreation Facilities on such terms and conditions as the Committee determines (acting reasonably) which may include the Owner or Occupier providing a security bond for an amount determined by the Committee. If the Committee requests a security bond, clause 52(i) will apply.
- (i) The Owner must give to the Committee the security deposit before the commencement of any party, gathering or meeting on the Recreation Facilities. Subject to the Owner and Occupier complying with its obligations under this clause 52, the Committee must release the security deposit within fifteen (15) Business Days from the date of the ending of the party, gathering or meeting.

53. Community Room

- (a) The Community Room is a Shared Facility for the purpose of holding meetings of the Members.
- (b) The Committee may make reasonable rules and impose conditions (acting reasonably) in relation to the Community Room.
- (c) The Committee may at any time amend or substitute rules made by the Committee in relation to the use of the Community Room.
- (d) If an Owner or Occupier wishes to host a party, gathering or meeting on the Community Room, the Owner and Occupier must obtain the prior written consent of the Committee (such consent may be withheld at the Committee's sole discretion). The Committee may grant consent to the party, gathering or meeting on the Community Room on such terms and conditions as the Committee determines (acting reasonably) which may include the Owner or Occupier providing a security bond for an amount determined by the Committee. If the Committee requests a security bond, clause 53(e) will apply.
- (e) The Owner must give to the Committee the security deposit before the commencement of any party, gathering or meeting on the Community Room. Subject to the Owner and Occupier complying with its obligations under this clause 53, the Committee must release the security deposit within fifteen (15) Business Days from the date of the ending of the party, gathering or meeting.
- (f) An Owner and Occupier entitled to use the Community Room must (and must ensure that any invitees does):

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- (i) ensure that any guest does not use the Community Room or its immediately surrounds unless accompanied by an Owner or Occupier;
 - (ii) ensure that children under 15 years of age are not in or around the Community Room unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (iii) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Community Room by other persons;
 - (iv) not adjust, modify, replace or remove any equipment associated with the Community Room;
 - (v) promptly notify the building manager of any damaged or malfunctioning Community Room;
 - (vi) at all times be adequately clothed so as not to be likely to offend any other persons using the Community Room or the immediate surrounds and whilst travelling through the Building to and from the Community Room;
 - (vii) must not engage in any hazardous activities;
 - (viii) not make excessive noise which interferes with the quiet enjoyment of an Owner or Occupier.
- (g) All Owners and Occupiers entitled to use the Community Room, following their use of the Community Room must:
- (i) dispose of any rubbish;
 - (ii) clean any surfaces requiring cleaning as a consequence of Owners or Occupier's use of the Community Room;
 - (iii) rectify any damage or destruction of the Community Room caused or contributed to by an Owner, Occupier, their invitees and any trespassers as a result of the Owner and Occupier; and
 - (iv) otherwise leave the Community Room in a good state of repair.
- (h) If an Owner or Occupier does not comply by clause 53(g), the Committee can do so and charge the Owner or Occupier reasonable fee for doing so.

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54. Defects in Shared Facility

- (a) A Member acknowledges and agrees that if a Shared Facility is located in that Member's Lot then that Member will have benefit of the warranty in relation to any maintenance, repairs or replacement to the Shared Facility.
- (b) If a Shared Facility is required to be maintained, repaired or replaced, the Committee may request the Member to do all that is necessary to have the Shared Facility maintained, repaired or replaced under the warranty.
- (c) If the Committee requests the Member to comply with clause 54(b), the Member must promptly comply with the Committee's directions at the Committee's Cost.
- (d) If requested by the Committee, the Member must assign or procure the assignment to the Committee of all of its right, title, interest and benefits in, under and in connection with any warranty, guarantee, covenant or indemnity given by a third party in respect any works undertaken on the Shared Facility located in the Member's Lot and execute such documents in accordance with the warranty, guarantee, covenant or indemnity to give effect to the assignment.

55. Agreement for supply of Embedded Network Services

55.1 Power to enter into agreement

The Committee 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 Kew Schofields for the supply of Embedded Network Services to Lots and Common Property.

55.2 Entering into agreement

If the Committee enters into an agreement with an Embedded Network Supplier:

- (e) the term of the agreement may be for the period agreed by the Committee in which in each case should not exceed the period permitted by law;
- (f) the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Committee; and
- (g) the Committee may agree that the agreement is binding on the Committee in respect of the supply of Embedded Network Services to Kew Schofields in respect of the supply of Embedded Network Services to Lots.

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55.3 What provisions must be included in an agreement?

An agreement between the Committee (in its own right) and an Embedded Network Supplier must have provisions about:

- (h) the rights of the Committee and the 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
- (i) 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 Committee to acquire those meters and other equipment from the Embedded Network.

Part 6 Miscellaneous

56. Disputes

56.1 Interpretation

For the purpose of this clause, 'party' or 'parties' means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee or a Party.

56.2 Resolution of Disputes

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause.

56.3 Dealing with Disputes according to this clause

The Parties must deal with Disputes about this management statement according to this clause. This includes Disputes about the Committee or an Officer failing to comply with the provisions about Meetings or Emergency Meetings.

56.4 Dispute Notice

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under clause 56.2. In the Dispute Notice the party must:

- (a) describe what the Dispute is about;

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- (b) identify the provisions of this management statement or the law that apply to the Dispute;
- (c) state the position of the party;
- (d) set out the facts and other circumstances on which the party relies; and
- (e) attach copies of correspondence and other documents mentioned in the Dispute Notice.

56.5 Negotiation

Within five Business Days after a party gives a Dispute Notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place, if they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (a) at 2.00 pm on the date which is seven Business Days after the Dispute Notice was given; and
- (b) at Kew Schofields or by telephone conference.

56.6 Referring a Dispute to expert determination

If the parties cannot resolve their Dispute by negotiation, a party may give a Determination Notice requiring the parties to:

- (a) refer the Dispute to an independent expert for determination; and
- (b) appoint an expert to determine the Dispute.

56.7 Appointing an expert

If the parties cannot agree on an expert within five Business Days after a party gives a Determination Notice, a party may ask the chairperson of LEADR (or the vice chairperson if the Chairperson declines) to:

- (a) appoint an appropriate expert having regard to the nature of the Dispute; and
- (b) determine the remuneration of the expert.

56.8 Instructions to the expert

The parties must instruct the expert to:

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- (a) act as an expert and not as an arbitrator;
- (b) determine the rules for the conduct of the expert determination: and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

56.9 Conducting expert determination

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

56.10 Expert determination

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence;
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the Dispute and give written reasons for the determination within one month of being appointed.

56.11 Binding effect

The determination by the expert is final and binding on the parties to the Dispute without appeal so far as the law allows.

56.12 Negotiation or expert determination about Shared Facility costs

If a Dispute about the proportion of a Member's cost for a Shared Facility is determined under this clause, the expert who determines the Dispute must determine any adjustments the Member or the Committee must pay.

56.13 Costs

The parties to the Dispute must:

- (a) equally share the costs for expert determination of their Dispute (unless the expert decides otherwise); and
- (b) pay their own costs in connection with the Dispute.

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57. Notices

57.1 Methods of serving notices

A notice or communication under this management statement must be in writing and must be:

- (a) delivered personally to the addressee;
- (b) left at the Current Address of the addressee;
- (c) sent by pre-paid ordinary post to the Current Address of the addressee; or
- (d) sent to the Current Email Address of the addressee.

All notices and communications to be served on the Committee by Members must be addressed to the Secretary.

57.2 When does a notice take effect?

A notice or communication takes effect from the time it is received unless a later time is specified.

57.3 Receipt – post

If sent by post, a notice is taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

57.4 Receipt – email

If sent by email, a notice is taken to be received at the time shown in the email unless the sender is notified that the email was not received.

57.5 Form of notices

Unless stated otherwise in this management statement, all notices, certificates, consents and other communications in connection with this management statement must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

57.6 Receipt – general

Despite clause 57.2 and 57.4, if a notice is received after 5.00 pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00 am on the next Business Day.

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58. GST

58.1 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

58.2 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this management statement by one party (**supplying party**) to another party (**receiving party**), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

58.3 Differences in amounts

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

58.4 Reimbursement

Where one party (**payer**) is liable to reimburse another party (**payee**) for any expenditure incurred by the payee (**Expenditure**), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause.

59. General

59.1 Discretion in exercising rights

The Committee or a Party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (unless this management statement expressly states otherwise).

59.2 Partial exercise of rights

If the Committee or a Party does not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

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59.3 Approvals and consents

By giving its approval or consent, the Committee or a Party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

59.4 Conflict of interest

The Committee or a Party may exercise their rights and remedies under this management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

59.5 Remedies cumulative

The rights and remedies provided in this management statement are in addition to other rights and remedies given by law independently of this management statement.

59.6 Severability

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

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Part 7 Works and further subdivisions

60. Carrying out Works

60.1 Obligations before a Party carries out Works

Before a Party carries out Works or other works in Kew Schofields, a Party must obtain all necessary consents:

- (a) subject to clause 60.3, from the Committee;
- (b) the Owner's Corporation; and
- (c) from Government Agencies.

60.2 When to apply for government authority approval

A Party must not apply for Government Authority approval to carry out Works until the a Party has obtained Committee and the Owner's Corporation (if required).

60.3 Exclusions

A Party is not required to obtain consent from the Committee to carry out Works or other works in Kew Schofields which are:

- (a) required to be carried out in accordance with an order by a Government Agency or proper authority (including Court orders);
- (b) development approval Works which were approved by the relevant consent authority before the date of registration of this management statement,

provided a Party gives the Committee at least 5 Business Days notice of the date the Party intends to carry out the Works or other works and provide the Committee with any details reasonably required by the Committee about the Works or other works.

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61. Application process

61.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their application under this Part 7 (except clauses 66 and 67) of the management statement.

61.2 What information must a Party include in the application?

If a Party makes an application for approval to carry out Works under this clause, the application must:

- (a) be in writing;
- (b) be addressed to the Secretary of the Committee (or the strata manager of the relevant Owner's Corporation depending on who may give consent to the application);
- (c) include the plans, drawings and other documents specified by the Committee according to this Part 7 for the type of Works for which the Party is seeking approval;
- (d) include the descriptions and samples of exterior materials and colours and external light fittings if they are available;
- (e) include a report setting out the impact of the Works on Shared Facilities, including how the Party proposes to minimise interruption to the Shared Facilities; and
- (f) include a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of Kew Schofields.

61.3 Minimum requirements for Works

The Works must not:

- (a) adversely affect Kew Schofields;
- (b) at any time, affect the quiet enjoyment of the Parties in Kew Schofields; and
- (c) result in an increase in the amount contributed by the other Members with respect to Shared Facilities.

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61.4 Additional information

The Committee or an Owner's Corporation, may require an applicant Party to give additional plans, diagrams or other information to assist in the decision making process. The Committee must make a request for additional information within 10 Business Days of receiving the application. The applicant Party must supply the additional information as soon as reasonably possible.

61.5 Discretion

The Committee and or an Owner's Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

61.6 Time frame for making a decision

Subject to this clause 61, the Committee must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

61.7 Notifying the applicant of a decision

The Committee and an Owner's Corporation must immediately advise in writing when they have made a decision about the application. They must:

- (a) clearly describe any conditions which attach to the approval of the application; and
- (b) if the application is not approved, explain in detail the reasons for the decision.

62. Approval process

62.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve Works or actions under this Part 7 (except for works under clauses 66 and 67).

62.2 Conditional approvals

The Committee and an Owner's Corporation may make conditions if they approve an application. The conditions may include, without limitation:

- (a) a reasonable time frame in which the Works must be completed;

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- (b) the hours and days during which the Works must be carried out; and
- (c) the methods of accessing Kew Schofields to carry out the Works.

62.3 Revoking an approval

The Committee and an Owner's Corporation may revoke their approval to the application if the applicant Party does not comply with the conditions of approval.

62.4 Additional obligations for an Owner's Corporation

An Owner's Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to a Party to carry out Works under its by-laws or this Part 7; and
- (b) provide the Committee with a copy of the application by the Party to carry out Works and consent given by the Owner's Corporation.

63. Procedures for carrying out Works

63.1 Procedures before you carry out Works

Before you carry out Works under this Part 7 (except for works under clauses 66 and 67), a Party must:

- (a) obtain all necessary consents required from Government Agencies;
- (b) arrange with the Committee and, where applicable, the relevant Owner's Corporation, a suitable time and means by which to access the area in which the Works are required to be carried out;
- (c) comply with the reasonable requirements of the Committee and the relevant Owner's Corporation about the time and means by which access is required to Kew Schofields to carry out the Works; and
- (d) ensure that contractors and any other persons involved in carrying out the Works comply with the reasonable requirements of the Committee about the times and means by which they must access Kew Schofields to carry out the Works.

63.2 Procedures when a Party carries out Works

When a Party carries out Works under this Part 7, a Party must:

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- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee and the relevant Owner's Corporation;
- (b) carry out the Works in a proper manner and to the reasonable satisfaction of the Committee and, where applicable, the relevant Owner's Corporation;
- (c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy at all times; and
- (d) repair damage the Party (or persons carrying out the Works on the Party's behalf) cause to Shared Facilities, Common Property, or the property of a another Party.

64. Giving approval to subdivisions

64.1 Subdivisions which create Stratum Lots

If the Member of a Stratum Lot proposes to subdivide their Stratum Lot to create two (2) or more Stratum Lots, the other Members must:

- (a) not object to the subdivision unless the proposed subdivision would detrimentally and substantially affect that Member's use of Shared Facilities or costs contributed to Shared Facilities;
- (b) agree to amendments to this management statement unless that Member's rights and obligations are detrimentally and substantially affected; and
- (c) if a further management statement is required, agree to the new management statement provided that:
 - (i) the new management statement is in the form of this management statement, with any amendments required as a result of the subdivision; and
 - (ii) that Member's rights and obligations under this management statement would not be detrimentally and substantially affected by the further management statement.

64.2 Subdivisions which create Strata Schemes

If the Member of a Stratum Lot proposes to subdivide their Stratum Lot (or part of its Stratum Lot) to create one or more Strata Schemes, the other Members must not object to the subdivision if:

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- (a) the proposed subdivision by a Strata Plan does not detrimentally and substantially affect that Member's use of Shared Facilities or costs contributed to Shared Facilities;
- (b) if the Member of the Stratum Lot is required to register a strata management statement with the Strata Plan, the proposed strata management statement to be lodged for registration with the Strata Plan is in the form of this management statement with the exception of the following changes:
 - (i) amendments required to ensure compliance with the *Strata Schemes Development Act 2015*; and
 - (ii) amendments to the terminology used in this management statement required to accommodate the strata subdivision (eg. expanding the definition of Owner to include owners of a Strata Lot); and
- (c) that Member's rights and obligations under this management statement would not be detrimentally and substantially affected by the proposed strata management statement.

64.3 Deemed consent

In the event that that Member's consent is required by the Member of a Stratum Lot under this clause 64, then the relevant Member must provide that consent within twenty eight (28) days of the request by the Member of the Stratum Lot otherwise the consent is deemed to the subdivision.

64.4 Endorsement of consent

Subject to this clause, a Member must promptly sign all documents reasonably required by another Member who proposes to subdivide their Stratum Lot by a Subdivision Plan.

64.5 Paying costs

If a Member propose to subdivide its Stratum Lot by a Subdivision Plan, the Member must pay reasonable costs incurred by the Committee or other Members in considering the proposed subdivision and endorsing their consent on documents.

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65. Contributions if a Subdivision Plan is registered

65.1 Contributions

If a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan, the proportion of Administrative Fund and Capital Fund contributions which the new Member must contribute is equal to the amount which the Member of the subdivided lot must contribute according to the Shared Facilities list as determined in accordance with clause 40.1 and as amended following the operation of clause 65.2.

65.2 Procedure for assessing contributions if a Subdivision Plan is registered

These procedures apply when a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan:

- (a) the Member which has subdivided the relevant Stratum Lot or part of a Stratum Lot (**Subdividing Member**) must, within fourteen (14) days after registration of the Subdivision Plan, notify the Committee of the share each new Member will contribute towards the Administrative Fund and Capital Fund;
- (b) if the Subdividing Member does not provide notice within fourteen (14) days, the Committee must give the Subdividing Member notice of the share each new Member (and the Subdividing Member (if applicable)) should, in the opinion of the Committee acting reasonably, contribute to towards the Administrative Fund and Capital Fund; and
- (c) if the Subdividing Member does not notify the Committee of a different share within seven (7) days after receiving the notice under clause 65.2(b), the shares recommended by the Committee will apply.

65.3 Committee

If the Developer submits a Subdivision Plan and related documents to subdivide a Stratum Plan, the Committee must execute the Subdivision Plan and related documents within three (3) Business Days of a request by the Developer.

66. Construction Period

66.1 Development Works

- (a) The Developer may carry out the Development Works for the Construction Period without any need for the approval of the other Members.

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- (b) During the Construction Period, the Developer has the right to access Kew Schofields (including the Shared Facilities) which the Developer reasonably requires to access for the purpose of:
 - (i) connecting, installing, extending, augmenting, maintaining or accessing any of the existing Shared Facilities;
 - (ii) subdividing a Stratum Lot;
 - (iii) erecting, using and maintaining cranes;
 - (iv) temporarily shutting down electricity system;
 - (v) access over the Landlord for the purpose of deliveries with trucks and equipment;
 - (vi) erecting, using and maintaining scaffolding across the boundaries of all Lots;
 - (vii) connecting, installing, extending, augmenting, maintaining or accessing any future Shared Facilities; and/or
 - (viii) carrying the Development Works.
- (c) The Developer must repair any damage caused to the Shared Facilities or other parts of the Building as a result of the Developer exercising the Developer's rights under clause 66.1.
- (d) The Owners and Occupiers must not interfere or delay the Developer in the Developer carrying out the Development Works.
- (e) The Owners and Occupiers must not make a claim against the Developer as a result of any dust, noise, vibrations or interference in relation to the Developer Works or the Developer exercising their rights under this clause 66.

67. Selling and leasing activities

- (a) Both before and after registration of this management statement and until the Developer completes the sale of all lots within the Stratum Plan, the Developer and persons authorised by the Developer may:
 - (i) conduct selling and leasing activities in and about the Land;
 - (ii) place and maintain in and about the Land including without limitation, signs in connection with those selling and leasing activities; and

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- (iii) place and maintain in and about the Land including without limitation, offices and other facilities for sales people.
- (b) This clause 67 will not merge on registration of the management statement and continues in full force and effect until the Developer has completed the sale of all the lots located on the Land.

68. Rules of interpretation

68.1 Interpreting this management statement

In this management statement a reference to:

- (a) a thing includes the whole or each part of it;
- (b) the singular includes the plural and vice versa;
- (c) a document includes any variation or replacement of it;
- (d) a day means the period starting at midnight and ending 24 hours later;
- (e) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

68.2 Headings

Headings are for convenience and do not affect the interpretation of this management statement.

68.3 Rights under this management statement

The rights, powers and remedies in this management statement are in addition to those provided by law.

68.4 Severance

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement and the remainder of this management statement has full force and effect unless the

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severance alters the basic nature of this management statement or is contrary to public policy.

68.5 Conflict with laws and requirements

If the whole or part of this Part 8 conflicts with any law or a requirement of a Government Agency, it is of no effect to the extent of the conflict.

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Part 8 Dictionary

69. Definitions

Terms in italics are defined terms. Defined terms (in any form) mean:

Administrative Fund means the fund established by the Committee according to clause 31 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Capital Fund costs.

Apartment means a Lot in the Residential Component.

Appointment Form means a form in or to the effect of the form in **Error! Reference source not found.** to appoint Representatives and Substitute Representatives.

Architectural Code means the code set out in Schedule 2.

Automatic Fire Alarm Network Service Agreement means any agreement between a provider and the Committee or an Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.

Barrel means the barrel in the front door lock of a Lot, accessed with a Security Key.

Bin Collection Room means the bin collection room located on the lower ground floor of the Building (if applicable).

Budget means a budget for the Administrative Fund or the Capital Fund prepared by the Committee according to clause 34.

Building means the building and improvements located on the Stratum Plan.

Bulky Waste Storage Room means the bulky waste storage room located on the lower ground floor of the Building.

Business Day means a day on which banks in New South Wales are open for business.

Capital Fund means the fund established by the Committee according to clause 30.2 to pay for the renewal and replacement of Shared Facilities.

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Car Space means a Disabled Car Space, a Residential Visitors Car Parking Space, licensed Car Parking Space or where a car space forms part of a Lot, the car space.

Car Park means that part of Kew Schofields for the parking of Vehicles.

Car Park Management System means the system and procedures the subject to clause 48.

Car Park Register means a register maintained by the Committee which states the Vehicle Information.

Chairperson means the chairperson of the Committee.

Claim means any claim, demand or cause of action (whether based in contract, tort or statute, or otherwise arising) in respect of this management statement or any part of it or any transactions contemplated by it.

Committee means the building management committee established and maintained by the Members under clause 3 and required by the Development Act.

Common Property has the meaning given in the Management Act.

Community Room means the community room between Lot 1 and 2 in the Stratum Plan.

Construction Period means the period from the date of this management statement until the Development Works have been completed.

Current Address for a Party means the current address at which a person may be served a notice or communication under this management statement.

Current Email Address for a Party means the current email address at which a person may be served a notice or communications under this management statement.

Determination Notice means a written notice given by a Party according to clause 56.6.

Developer means Schofields One Pty Limited ACN 606 182 236 including any related entities and its successors, assigns, employees, agents and contractors.

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

Development Works means:

- (a) any form of demolition works, excavation work or landscaping work on Kew Schofields, including in relation to Kew Schofields;
- (b) any form of building work or work ancillary to or associated with building work on the Kew Schofields including, without limitation, the installation of Services;

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- (c) the staging of construction or strata registration;
- (d) the addition, amendment or deletion of lots, car spaces, offices, retail shops, warehouse units, storage areas or any other area;
- (e) the use and/or operation and/or fitout of any part of the Kew Schofields; and/or
- (f) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the Developer.

Disabled Car Space means that part of the Shared Services designed as a disabled car space.

Dispute means any dispute, controversy or difference between the Committee, Members, Owners or Occupiers about:

- (a) the construction of this management statement;
- (b) the rights or obligations of the Committee, a Member, an Owner or an Occupier under this management statement;
- (c) amounts which the Committee determines for Administrative Fund or Capital Fund contributions;
- (d) the Committee passing or failing to pass a Resolution; or
- (e) the operation, maintenance, repair or replacement of a Shared Facility.

Dispute Notice means a written notice of a Dispute given by a party to a Dispute according to clause 56.4.

Easements means the easements, restrictions on use and positive covenants benefiting or burdening parts of Kew Schofields.

Embedded Network means a network and system in Kew Schofields for the supply of Embedded Network Services to Kew Schofields and includes the Embedded Network Equipment.

Embedded Network Equipment means meters, equipment and fittings located with the Shared Facilities associated with or ancillary to the Embedded Network.

Embedded Network Services means the supply of any of the following:

- (a) electricity;
- (b) gas;

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- (c) hot water;
- (d) internet services;
- (e) mobile telephone signal distribution services; or
- (f) fibre communications.

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Emergency Meeting means a Meeting convened in an emergency according to Part 3 of this management statement.

Facilities Manager means the facilities manager appointed by the Committee under clause 8 to assist the Committee perform its functions in relation to Shared Facilities.

Financial Year means the financial year of the Committee determined according to clause 32.

Fire Alarm means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.

Fire Alarm Costs means:

- (a) any charges imposed by Fire and Rescue NSW pursuant to the Fire Brigades Act 1989, the Fire Brigades Regulation 2008 and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and
- (b) any additional administrative fee associated with the charges referred to in clause (a) above, pursuant to the Automatic Fire Alarm Network Service Agreement.

Fire and Rescue NSW means the department of government established by the Fire Brigades Act 1989 or any other authority, company or individual which replaces or performs that same function.

Fire Safety Device means any item in Kew Schofields which:

- (a) monitors the incidence of smoke, heat or fire;
- (b) signals warnings of smoke, heat or fire;
- (c) provides lighting or directional signals in the case of smoke, heat or fire;
- (d) controls access in to and out of Kew Schofields in an emergency (eg. fire stairs);
- (e) notifies the Fire Brigade (and any other emergency agency) of smoke, heat, fire or an emergency in Kew Schofields;

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- (f) retards the spread of smoke, heat or fire through Kew Schofields;
- (g) extinguishes fires in Kew Schofields (eg. hose reels and fire extinguishers); or
- (h) complies with statutory controls for fire safety.

First Annual General Meeting means the first annual general meeting of the Committee.

Garbage Room means the garbage room located on the lower ground floor of the Building.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

GST means any form of goods and services tax or similar value added tax.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any other legislation or regulation which imposes, levies, implements or varies a GST and any applicable ruling issued by the Commissioner of Taxation.

LEADR means Lawyers Engaged in Alternative Dispute Resolution (ACN 008 651 232) of Level 4, 233 Macquarie Street, Sydney NSW 2000 or, if no such organisation exists, a similar organisation chosen by the Committee acting reasonably.

Loading Dock means the loading dock located on the lower ground floor of the Building.

Lot means a Stratum Lot (or part of a Stratum Lot) and a Strata Lot.

Lot 2 Residential Lot means lot 2 in the Stratum Plan.

Lot 2 Residential Owner means the owner of Lot 2 in the Stratum Plan (from time to time).

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

Meeting means a meeting of the Committee held according to Part 3 of this management statement. A Meeting includes a meeting held in writing according to clause 26.7.

Member means the Residential Owners Corporation 1 and the Lot 2 Residential Owner and on registration of the Subdivision Plan of Lot 2 in the Stratum Plan, Residential Owners Corporation 2.

Member Entitled to Vote means, for the purposes of exercising their right to vote at a Meeting or an Emergency Meeting, a Member who has paid the Committee:

- (a) all of their Administrative Fund and Capital Fund contributions up to date; and
- (b) all other money they owe the Committee under this management statement,

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which are due and payable before the Meeting or Emergency Meeting commences.

Membership Form means a form in or to the effect of the form in Schedule 1.

Kew Schofields means the land and buildings comprised in the Stratum Plan and any other land and buildings forming part of Kew Schofields.

Notification means a written notice from the Committee informing an Owner or Occupier that a Vehicle is in breach of the Car Park Management Plan.

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

Officer means the Secretary, Treasurer or Chairperson.

Original Owner means Schofields One Pty Limited ACN 606 182 236.

Outstanding Levy Certificate means a certificate provided by the Committee according to clause 21.

Owner means the owner of a Stratum Lot (or part of a Stratum Lot) or a Strata Lot.

Owner's Corporation means the owners corporation for a Strata Scheme in Kew Schofields.

Party means a Member, Owner and/or Occupier (as the case may be).

Proxy Form means a form in or to the effect of the form in Schedule 3.

Remote Control is an electronic security device equipped with a magnetic chip for the purpose of allowing access to and from Common Property, including a Car Space.

Representative means a natural person appointed by a Member to represent the Member at Meetings and Emergency Meetings.

Residential Owner's Corporation means The Owners – Strata Plan.

Residential Visitors Car Parking Spaces means the car parking spaces located in basement of the Building designated for use by visitors.

Resolution means a motion passed at a Meeting or an Emergency Meeting for which more than 50% of votes of Members Entitled to Vote are in favour.

Rules means rules made by the Committee according to clause 4.5 about the management, operation, maintenance and control of Kew Schofields.

Secretary means the secretary of the Committee.

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

Service Contractor means a person who provides services to the Committee including, without limitation, operational, maintenance, repair and replacement services for Shared Facilities.

Service Contracts means a contract, deed or other agreement between the Committee and a Service Contractor.

Services means water, sewer, electricity, gas, telephone, communication services and the like available to the Parties and includes any additional services which the Committee decides to supply according to clause 47.

Shared Facilities means:

- (a) the items in clause 40.2 and **Error! Reference source not found.**;
- (b) services, facilities, machinery, equipment and other items used by two or more Members;
- (c) costs for items like the Strata Manager, Facilities Manager and premiums for insurances effected by the Committee; and
- (d) other facilities and services nominated by or according to this management statement as Shared Facilities.

Standing Approval means approvals granted by the Committee or an Owner's Corporation according to clause 60.

Strata Lot means a lot in a Strata Scheme.

Strata Manager means the strata managing agent appointed by the Committee under clause 7 to manage Kew Schofields and to perform functions for the Committee.

Strata Plan means a strata plan registered according to the Development Act.

Stratum Plan means the stratum plan registered with this management statement.

Strata Scheme means a strata scheme created according to the Development Act.

Stratum Lot means a lot in Kew Schofields which has not been subdivided by a Strata Plan.

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Subdivision Plan means:

- (a) a plan which subdivides a Stratum Lot into two (2) or more Stratum Lots; and
- (b) a plan which subdivides a Stratum Lot (or part of a Stratum Lot) into one (1) or more Strata Schemes.

Substitute Representative means a natural person appointed by a Member to represent them for the purpose of this management statement as a substitute for their Representative.

Swipe Card means a security device equipped with a magnetic chip for the purpose of allowing access to and from the Common Property.

Tax Invoice has the same meaning as in the GST Law.

Treasurer means the Treasurer of the Committee.

Unauthorised Vehicles means a Vehicle in or parked in the Building contrary to this management statement or the Car Park Management Plan.

Vehicles means motor cars, motor bicycles, bicycles, boats, caravans, trucks or trailers.

Vehicle Information means the following information for the Vehicles:

- (a) those owned or used by the Owners and Occupiers;
- (b) those owned or used by the Owner and Occupier's invitees; and
- (c) those owned by any party under an Owner or Occupier's control.

Works means:

- (a) all building and landscaping works that affect the exterior appearance of Kew Schofields;
- (b) the installation of signage;
- (c) all building works that may affect the structural integrity of another Stratum Lot or Strata Lot; and
- (d) any building works that affect the Shared Facilities.

Unanimous Resolution means a resolution which is passed at a meeting of the Committee against which no vote is cast.

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SHARED FACILITIES REGISTER

This Section describes:

- (a) The Shared Facilities;
- (b) The proportion of the shared costs payable by each part of the buildings; and
- (c) The method of determining the proportions.

In this Section:

- 1. **Conducting Medium** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.
- 2. **Service** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service and includes the Conducting Medium.
- 3. **Services Equipment** means an item of plant or equipment in which a service is generated, contained or stores.
- 4. **Access** to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.
- 5. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Committee, unless stated otherwise in the shared facility.

During the period from registration of this management statement to the date an occupation certificate is granted to the Building for Lot 2, the owner of Lot 2 is not required to contribute to the cost of the Shared Services and must pay for any costs in relation to Lot 2. On issue of the occupation certificate for Lot 2, the Shared Services Schedule applies.

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Lot 1	Lot 2	
SF1	Strata Management Services	Strata management services include the services provided by the Committee. Costs for strata management services include, without limitation: <ul style="list-style-type: none"> a) the strata manager fee and management fees and other fees that the Committee must pay the strata manager according to their agreement; b) other costs incurred by the Committee according to its agreement with the strata manager; c) audit fees incurred by the Committee; and d) costs incurred by the Committee to maintain its records (including its financial records) according to this Management Statement. 	47%	53%	3
SF2	Facility Management Services	Facilities management services include the services provided by the Manager appointed by the Committee. Costs for facilities management services include, without limitation: <ul style="list-style-type: none"> a) Management fees and other fees that the Committee must pay the Manager according to their agreement; and b) Other costs incurred by the Committee according to its agreement with the Manager. 	47%	53%	3
SF3	Insurance	Costs for insurance include, without limitation:	Replacement Value	Replacement Value	4

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

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		<ul style="list-style-type: none"> a) Building insurance premiums; b) public liability insurance; c) premiums under other policies effected by the Committee according to the management statement; d) excess on insurance policies effected by the Committee; e) valuations of the building for insurance purposes; f) insurance broker fees; and g) other costs incurred by the Committee to affect an insurance policy or under and existing policy. 			
SF4	Security Services	Security services generally include all security items giving access to Shared Facilities being vehicular access into the car park levels of the Lots. Security services include: <ul style="list-style-type: none"> a) Security guards contracted by the Committee to provide manned security services and patrols for the Lots; b) Security keys (and equipment for encoding security keys); c) Security cameras in Common Property and Shared Facilities; d) Security equipment (for example, computers, monitors) mounting security cameras in Common Property or Shared Facilities; and e) The security access card reader located at the entrance to the car park (if any). 	47%	53%	5 and 3
SF5	CCTV and Communication Room	CCTV located throughout the Land and the communication room located on the lower ground level on Lot 2 together with all Services Equipment	44%	56%	5 and 1
SF6	Car Park Access	This Shared Facility includes: <ul style="list-style-type: none"> a) installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the Car Park Access Way; b) maintaining and repairing the 	44%	56%	5 and 1

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

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		<p>Car Park Access Way and all services located within it;</p> <p>c) access for parking and maintenance purposes; and</p> <p>d) all other costs incurred when exercising the rights and complying with the obligations for use of the Car Park Access Way.</p>			
SF7	Car Park Ventilation System	<p>The Car Park Ventilation System is located on the basement. This Shared Facility includes:</p> <p>a) electrical wires, cables, ducts;</p> <p>b) fans;</p> <p>c) motors;</p> <p>d) the exhaust system to the point of discharge at ground floor and/or on the roof via an exhaust riser; and</p> <p>e) Its operation, maintenance and replacement.</p>	47%	53%	5 and 2
SF8	Electrical Infrastructure and Electricity Usage	<p>This Shared Facility includes the electrical infrastructure and electrical usage for:</p> <p>a) the Car Park Lighting located in the basements and the access way noted as SF5;</p> <p>b) the car park ventilation system located in the basements;</p> <p>c) the electrical room located adjacent to the loading dock;</p> <p>d) all electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to the Shared Facility;</p> <p>e) electrical wires, fittings, cables and ducts comprise the Shared Facility;</p> <p>f) costs for electrical consumption by the Shared Facility.</p> <p>Electrical infrastructure excludes:</p> <p>a) costs for electrical consumption by an individual Member, Owner or Occupier;</p>	44%	56%	5 and 1

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		and b) electrical wires, distribution boards, cables and ducts which are for the exclusive use of a Member, Owner or Occupier.			
SF9	Fire Stairs	The fire stairs in the Building which includes: a) access to the fire stairs; b) consumables used at the Shared Facility; and c) cleaning and maintenance.	44%	56%	5 and 1
SF10	Fire Pump Room	Fire Pump room located in the basement of Lot 1 and includes all Service Equipment, lighting and mechanical power supply	44%	56%	5 and 1
SF11	Community Room	Community Room and associated equipment	44%	56%	5 and 1

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Lot 1	Lot 2	
SF11	Sewerage System	The sewerage system includes pipes, pumps, vent pipes and hydraulic pipes that service the Lots from the boundary trap to the junction point. The sewerage system excludes the sewerage components which are located inside each Lot which are for the exclusive use of a Member, an Owner or an Occupier.	47%	53%	5 and 3
SF12	Fire Control System	This Shared Facility includes, without limitation, sprinklers, fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system and any other Service Equipment.	44%	56%	5 and 1
SF13	Loading Dock	Loading Dock and the mechanical exhaust in the loading dock together with the repair, maintenance and cleaning of the Loading Dock and any equipment associated with the Loading Dock.	47%	53%	5 and 3
SF14	Pest Control	Regular inspections of Shared Facilities for pest inspection and treatment of pests in Shared Facilities	44%	56%	5 and 1
SF15	Bulky Waste Room and Garbage Waste Room	Bulky Waste Room and Garbage Waste Room together with all equipment associated with such rooms and the cost of removal of waste and bulky items unless such Cost must be separately paid for by a Member, Occupier or Owner.	47%	53%	5 and 3
SF16	Roller shutter and intercom on lower ground floor	Repair, maintenance and replacement of the roller shutter and intercom on lower ground floor together with the cost of electricity where separately metered of the roller shutter and intercom	47%	53%	5 and 3
SF17	Caretaker toilet	Repair, maintenance and replacement of the caretaker toilet together with the cost of any items located in the caretaker toilet. The cost includes the provision of all products for the use of the caretaker toilet.	44%	56%	5 and 1
SF18	Community Room	Ground Level on Lot 2. The cleaning, repair, maintenance and	47%	53%	5 and 1

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM RESPONSIBILITY AND APPOINTMENT		COST ALLOCATION METHOD
			Lot 1	Lot 2	
		replacement of the community room and any items in the community room unless such Cost is payable by a Member, Owner or Occupier under this management statement			
SF19	Communal Open Space	Communal Open Space adjacent to common boundary between Lot 1 and Lot 2 and includes the cleaning, maintenance, repair and replacement of the landscaping, paving, seating, stairs, irrigation, lighting and BBQ	44%	56%	5 and 1
SF20	Overland flow path	Overland flow path between ground level of Schofields Farm Road and Jousse Crescent adjacent to the Communal Open Space and includes the regular cleaning and maintenance of such overland flow path	44%	56%	5 and 1
SF21	Pump Out	Pump out for the car park and driveway located on Lot 1 and includes all of the Service Equipment	90%	10%	5 and 2
SP22	Solar panels	Solar panels located on Buildings and includes the cleaning, maintenance, repair and replacement of the solar panels	44%	56%	5 and 1

COST ALLOCATION METHODS

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

The relative proportion based on the total number of lots managed.

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Method 4

Proportion as required by the Strata Schemes Management Act 2015.

Method 5

Where a service is provided or metered for Lots 1 and 2 jointly, the allocation of the Cost of that service or the meter will be as follows:

Lot 1 \$90%

Lot 2 10%, then the appropriate Method is applied in relation to the 10%.

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Schedule 1 Architectural Code

1. Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling building works and the external appearance of Kew Schofields are:

- (a) to preserve the design integrity and architectural quality of Kew Schofields;
- (b) to recognise the different requirements of the residential and commercial components of Kew Schofields, while having proper regard to the common interest of each Party; and
- (c) to uphold property values for Owners.

1.2 Inconsistencies

If there is an inconsistency between a clause in this management statement and the Architectural Code, the clause in the management statement prevails.

2. Approvals from Government Agencies

2.1 What are your obligations?

Despite anything else in these bylaws, a Party must obtain all necessary approvals from Government Agencies before a Party carries out any works, erect new signs, or do anything else in Kew Schofields (including works approved or for which you need approval under the Architectural Code).

2.2 Compliance with development consents

A Party must comply with any development consents which apply to Kew Schofields.

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2.3 Timing

Subject to this clause 2, a Party may apply for approval from a Government Agency to carry out works in the Residential Component of Kew Schofields only after you have obtained any necessary approval from the Committee.

2.4 Approving applications to Government Agencies

A Party must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Committee.

3. Awnings

3.1 Awnings

An Awning must not be installed, erected or otherwise remain affixed to the Building or the Land.

4. Security devices

4.1 Installing security devices

Subject to this clause 4, a Party must have consent from the Committee and the Owners Corporation to install security devices including, without limitation, security doors or windows, screens, grilles, alarms or locks in its Lot or on Common Property.

4.2 Security doors and windows

The Committee and the Owners Corporation may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

- (a) is finished in a colour that matches the existing door or window frame; and
- (b) matches the full size of the existing door or window and does not detract from or dominate the existing detail.

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4.3 Alarms

A Party may install a security alarm in its Lot or on Common Property without consent from the Committee or the Owners Corporation if:

- (a) the alarm is a 'back to base' facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or interferes with the Shared Facilities or the Common Property (for example, is not attached to the ceiling of a balcony); and
- (e) the installation is not attached to or interferes with Common Property or the Shared Facilities.

4.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with Common Property or the Shared Facilities, a Party must obtain consent from the Committee or the Owners Corporation (as the case may be) before a Party instalis the alarm.

4.5 Other security devices

A Party must have consent from the Committee and the Owners Corporation to install any type of security device not contemplated by this clause 4. The Committee and the Owners Corporation will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of Kew Schofields;
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of owners and occupiers;
- (c) the device is not likely to cause damage to a Lot;
- (d) the device is not likely to be a danger to owners and occupiers in Kew Schofields; and
- (e) the device complies with the Building Code of Australia (as defined in the Environmental Planning and Assessment Regulation 2000) and other applicable laws and regulations.

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4.6 CCTV system

- (a) If an Owner or Occupier wishes to install CCTV systems in their Lot, the Owner and Occupier must obtain the consent of the Committee and the Owners Corporation and otherwise comply with clause 4.6(b).
- (b) An Owner and Occupier must ensure that all CCTV systems installed does not point outside the Lot or otherwise towards any other Lot or neighbouring properties

5. External signage

A Party must not erect, affix or display a sign in the Lot or on the Building or Land.

5.1 Developer to erect Signage

Whilst the Developer, or a related entity, is the owner of a lot in the Stratum Plan or an owner of a lot in a Subdivision Plan, the Developer may erect signage and any advertising as determined by the Developer in the Developer's sole discretion.

6. Common Property Works and works to the Shared Facilities

6.1 Common Property

If an Owner or Occupier proposes to carry out Common Property Works, the Owner or Occupier must obtain consent from the relevant Owners Corporation before carrying out the works. However, the Owner or Occupier do not need consent from an Owners Corporation:

- (a) to carry out minor works inside the Strata Lot (eg. hanging pictures or installing shelving); or
- (b) if the works are Works and the Owner and Occupier has complied with clause **Error! Reference source not found..**

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7. Works affecting the external appearance of Kew Schofields

7.1 General obligations

If a Party proposes to carry out works to the external appearance of Kew Schofields, the Party must obtain consent from the Committee before carrying out the works.

7.2 Powers of the Committee

The Committee has the power to require the Party to remove any item the Party has placed, installed or retained in that part of Kew Schofields if it alters the external appearance of Kew Schofields and if:

- (a) the Party does not have consent from the Committee, the relevant Owners Corporation or relevant Government Agencies;
- (b) it detrimentally affects the external appearance of Kew Schofields; or
- (c) it is in breach of a provision under the Easements or the development consents applicable to Kew Schofields.

7.3 Colour schemes and paint work

The Owner and Occupier must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface in the Lot if:

- (a) the wall, window, door, floor, ceiling or other surface is visible from outside the Lot; and
- (b) the proposed colour or surface changes or is not in keeping with the external appearance of Kew Schofields.

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Schedule 2 Appointment Form

Kew Schofields

Appointment Form

This form is for use by Members of the Committee who wish to appoint a new or replacement Representative or Substitute Representative. See clause 17 in the management statement for more information.

Date	
Your name	
Strata Scheme	

Part A

Appointment of a new Representative

Complete this part if you have not previously appointed a Representative.

Name of Representative	
Address of Representative	
Telephone number of Representative	
Facsimile number of Representative	
Do you authorise your Representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Committee?	

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Part B

Appointment of a replacement Representative

Complete this part if you have previously appointed a Representative and you wish to appoint a different Representative. When the Committee receives this form, the appointment of your previous Representative is terminated and the new Representative is appointed.

Name of current Representative	
Name of new Representative	
Address of new Representative	
Telephone number of new Representative	
Facsimile number of new Representative	
Do you authorise your new Representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Committee?	

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Part C

Appointment of a new Substitute Representative

Complete this part if you have not previously appointed a Substitute Representative.

Name of Substitute Representative	
Address of Substitute Representative	
Telephone number of Substitute Representative	
Facsimile number of Substitute Representative	
Do you authorise your Substitute Representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Committee?	

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Part D

Appointment of a replacement Substitute Representative

Complete this part if you have previously appointed a Substitute Representative and you wish to appoint a different Substitute Representative. When the Committee receives this form, the appointment of your previous Substitute Representative is terminated and the new Substitute Representative is appointed.

Name of current substitute Representative	
Name of new Substitute Representative	
Address of new Substitute Representative	
Telephone number of new Substitute Representative	
Facsimile number of new Substitute Representative	
Do you authorise your new Substitute Representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Committee?	

 Signature or execution by Member

 Signature of Representative or Substitute Representative (or Replacement Member or Substitute Member)

Notes

1. The Representative or Substitute Representative (or Replacement Representative or Substitute Representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the Member, Representative or Substitute Representative (or Replacement Member or Substitute Member).

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Schedule 3 Membership Form

Kew Schofields

Membership Form

This form is for use by new Members of the Committee or existing Members who lease their lot or change their contact details. See clause 30 in the management statement for more information.

Date	
Your name	
Lot owned	

Part A: New Member

Complete this part you have purchased a Stratum Lot or are a new Owner's Corporation

Date on which you became a Member	
Your address for service of notices	
Your telephone number	
Your facsimile number	
Your e-mail address	

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Part B: New tenant or licensee

Complete this part if you are the Owner of a Stratum Lot and you have leased or licensed your Lot (or part of it) or you have a new tenant or licensee.

Name of tenant or licensee	
Term of lease	
Name of contact person	
Their address for service of notices	
Their telephone number	
Their facsimile number	
Their e-mail address	

Part C: Change of address details

Complete this part if you have changed your address or other contact details

New address for service of	
New contact person	
New telephone number	
New facsimile number	
New e-mail address	

Signature or execution by Member _____

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Schedule 4 Proxy Form

Kew Schofields

Proxy Form

Date	
Name of Member, Representative or Substitute Representative	
Name of Member who appointed Representative or Substitute Representative	
Name of proxy	
Address of proxy	

I/we, _____, appoint _____ as my/our proxy for the purpose of Meetings and Emergency Meetings of the Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for _____
 *months/meetings

* This form authorises the proxy to vote on my/our behalf on all matters OR * This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by Member (if proxy appointed by Member)

Signature or Representative or Substitute Representative (if proxy appointed by them)

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Signature of proxy

Notes

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the Member, Representative or Substitute Representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the Representative or Substitute Representative of the Member is present at the relevant Meeting or Emergency Meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the Secretary of the Committee at or before the first Meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the Secretary of the Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the Member, Representative or Substitute Representative who appointed the proxy is void.

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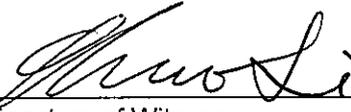
Signing page

Executed by Schofields One Pty Limited
ACN 606 182 236 as trustee for the
Schofields One Unit Trust ABN 59 280 103
927 in accordance with section 127 of the
Corporations Act 2001 (Cth) by:



Signature of sole Director and sole Company Secretary

XIAOHUI KOU
Full name (print)



Signature of Witness

CHAO LI
Full name of Witness (print)

131/95 BONAR ST WOLLI CREEK
Address of Witness

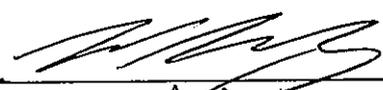
Execution of mortgagee

Executed by Marlap Security Pty Limited
ACN 608 102 263 in accordance with
Section 127 of the Corporations Act 2001(Cth) by:



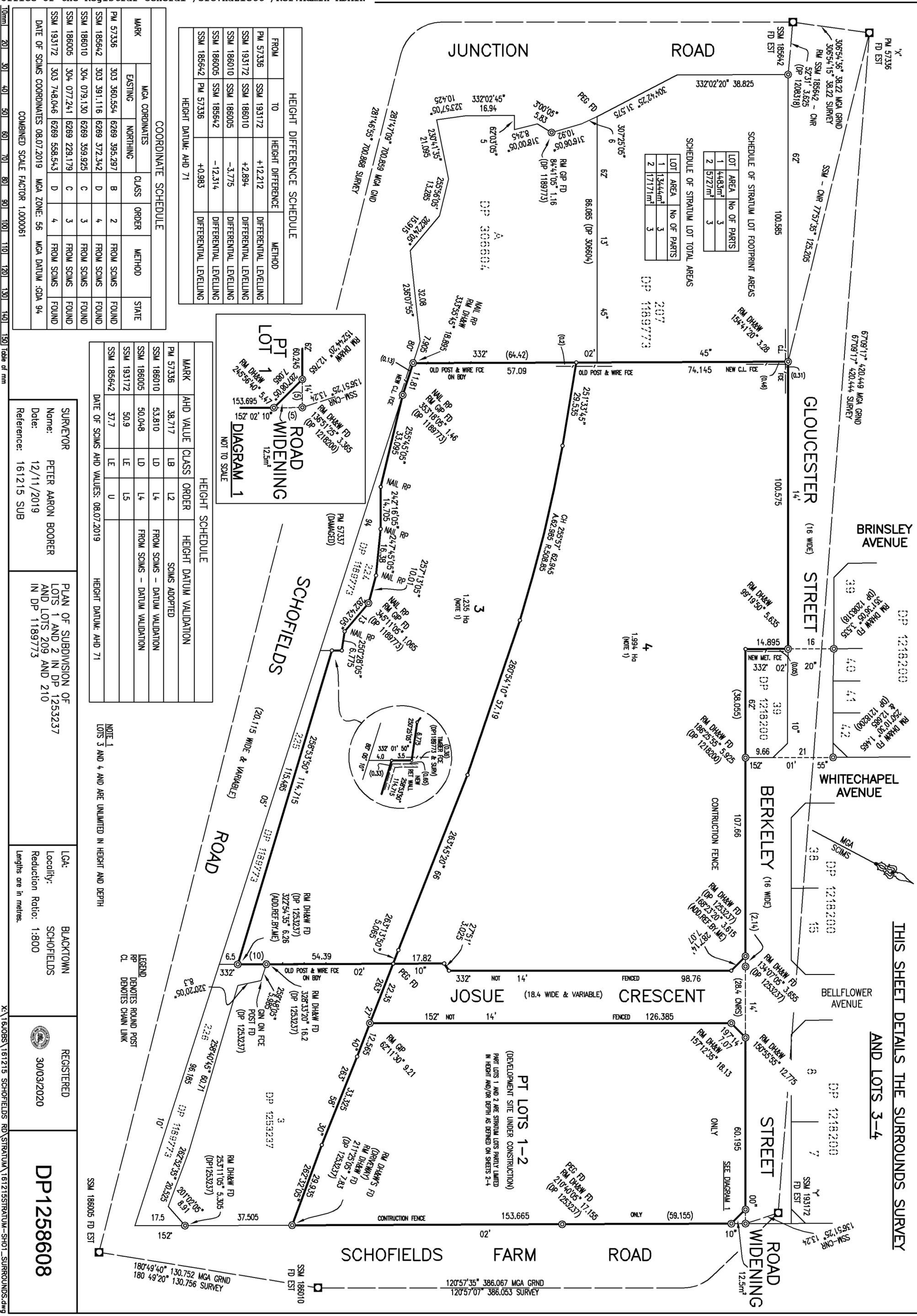
Signature of alternate director

Anthony Woods
Full name



Signature of director

Wayne Lashy
Full name



SCHEDULE OF STRATUM LOT FOOTPRINT AREAS

LOT AREA	No OF PARTS
1 4483m ²	3
2 5727m ²	3

SCHEDULE OF STRATUM LOT TOTAL AREAS

LOT AREA	No OF PARTS
1 13444m ²	3
2 17171m ²	3

HEIGHT DIFFERENCE SCHEDULE

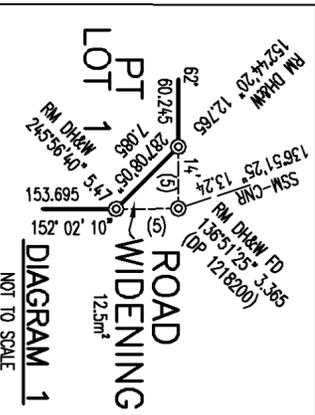
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 57336	SSM 193172	+12.212	DIFFERENTIAL LEVELING
SSM 193172	SSM 186010	+2.894	DIFFERENTIAL LEVELING
SSM 186010	SSM 186005	-3.775	DIFFERENTIAL LEVELING
SSM 186005	SSM 185642	-12.314	DIFFERENTIAL LEVELING
SSM 185642	PM 57336	+0.983	DIFFERENTIAL LEVELING

HEIGHT DATUM: AHD 71

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION
PM 57336	38.717	LB	L2	SCMS ADOPTED
SSM 186010	53.810	LD	L4	FROM SCMS - DATUM VALIDATION
SSM 186005	50.048	LD	L4	FROM SCMS - DATUM VALIDATION
SSM 193172	50.9	LE	L5	
SSM 185642	37.7	LE	U	

DATE OF SCMS AHD VALUES: 08.07.2019 HEIGHT DATUM: AHD 71



COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
PM 57336	303 360.554	6269 395.297	B	2	FROM SCMS	FOUND
SSM 185642	303 391.116	6269 372.342	D	4	FROM SCMS	FOUND
SSM 186010	304 079.130	6269 359.925	C	3	FROM SCMS	FOUND
SSM 186005	304 077.241	6269 229.179	C	3	FROM SCMS	FOUND
SSM 193172	303 748.046	6269 558.543	D	4	FROM SCMS	FOUND

DATE OF SCMS COORDINATES 08.07.2019 MGA ZONE: 56 MGA DATUM: GDA 94
 COMBINED SCALE FACTOR 1.000061

SURVEYOR: PETER AARON BOORER
 Name: PETER AARON BOORER
 Date: 12/11/2019
 Reference: 161215 SUB

PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773

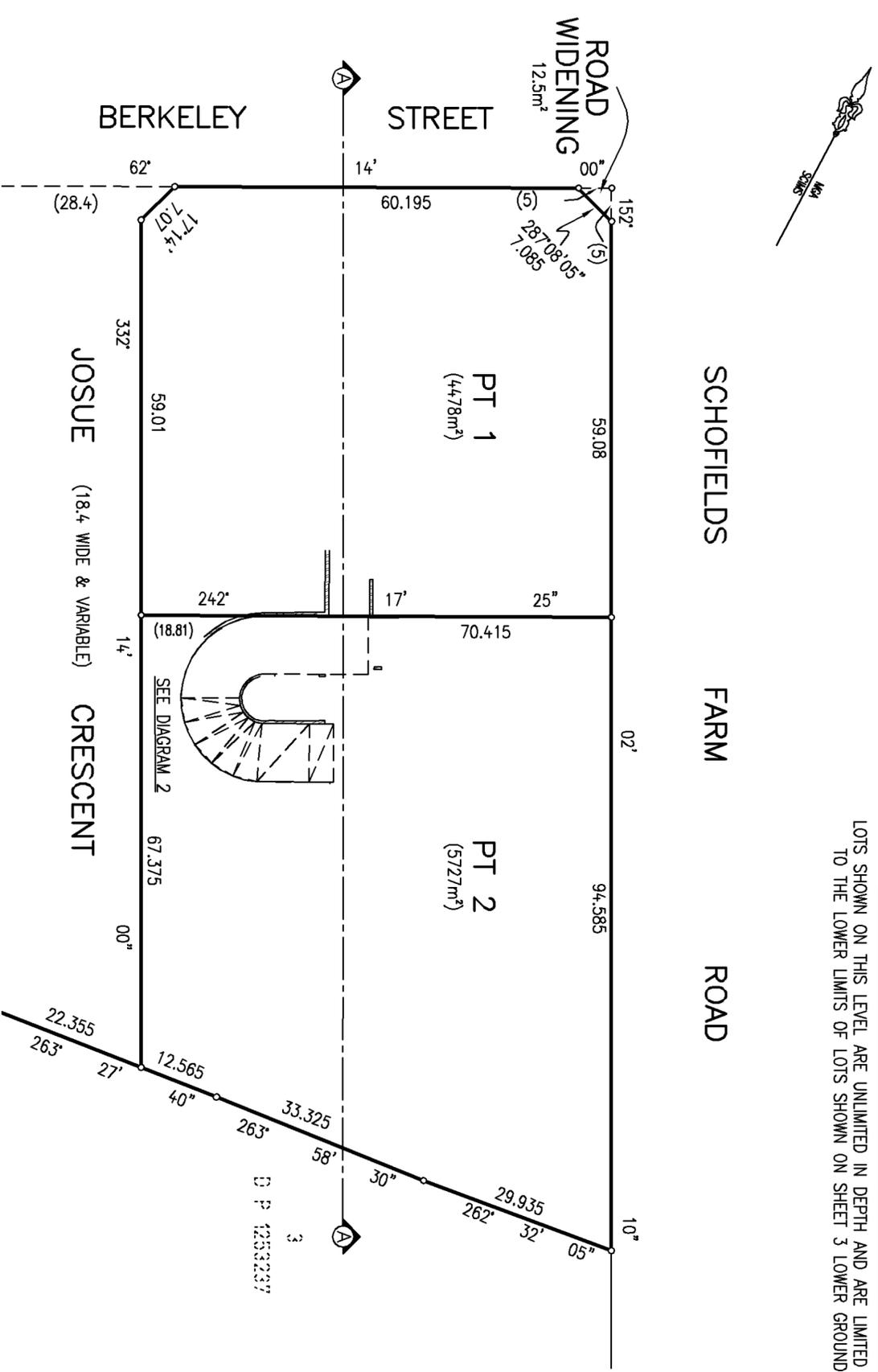
LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:800
 Lengths are in metres.

REGISTERED 30/03/2020
 DP1258608

THIS SHEET DETAILS THE SURROUNDS SURVEY AND LOTS 3-4

BASEMENT LEVEL 1 AND BELOW

LOTS SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 3 LOWER GROUND LEVEL



SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
1	(145°17'55")	(1.115)
2	(126°00'25")	(1.115)
3	(110°42'55")	(1.115)
4	(93°25'30")	(1.115)
5	(76°08')	(1.115)
6	(255°44'20")	(3.7)
7	(272°52'50")	(3.7)
8	(290°01'25")	(3.7)
9	(307°09'55")	(3.7)
10	(324°18'55")	(3.7)
11	(62°18'25")	(8.715)
12	(225°44'45")	(8.725)
13	(28°11'35")	(8.725)
14	(191°08'50")	(8.725)
15	(354°08'15")	(8.725)
16	(157°25'30")	(8.725)
17	(332°15'05")	(8.695)

SCHEDULE OF RL'S

No	RL's
a	42.45
b	42.45
c	42.82
d	42.6
e	42.73
f	42.74
g	42.83
h	42.86
i	43.0
j	43.01
k	43.16
l	43.16

SCHEDULE OF CURVED LINES

No	CHORD	RAD	ARC
18	(195°46'40" 4.95)	(3.71)	(5.42)

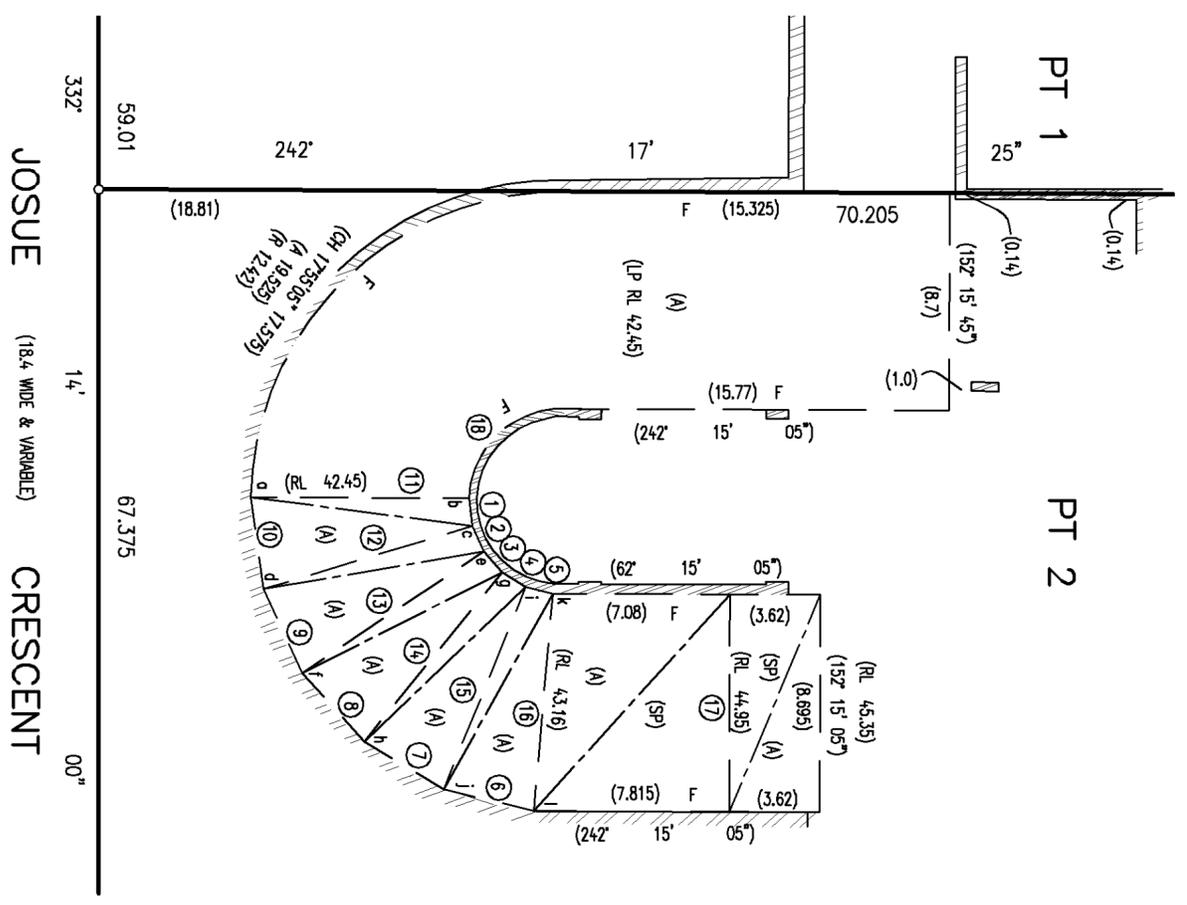


DIAGRAM 2
SCALE 1:200

KEY
 F - DENOTES THAT BOUNDARY/EASEMENT RUNS ALONG FACE OF COLUMN OR WALL
 (RL...) - DENOTES RL DEFINING A SLOPING PLANE WITH RESPECT TO AN EASEMENT
 (LP RL...) - DENOTES A LEVEL PLANE DEFINING AN EASEMENT
 (SP) - DENOTES A SLOPING PLANE BETWEEN THE TWO NOTED RL'S DEFINING AN EASEMENT
 (SP) - THE DIMENSION TRIANGLES SHOWN THUS REPRESENT REGULAR SLOPING PLANES DEFINING AN EASEMENT, WITH THE RL'S OF EACH CORNER NOTED IN THE SCHEDULE OF RL'S. THE RL'S ARE GENERALLY UP TO 0.1 METRES BELOW THE CONCRETE SURFACE LEVELS

EASEMENTS
 (A) RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THUS (RL...) AND LIMITED IN HEIGHT TO 2.4 ABOVE THESE PLANES

SCHEDULE OF WHOLE OF LOT EASEMENTS AFFECTING THE WHOLE OF LOTS 1 AND 2

EASEMENT FOR SUPPORT & SHELTER
 EASEMENT FOR SERVICES
 EASEMENT FOR EMERGENCY EGRESS
 EASEMENT TO ACCESS SHARED FACILITIES
 THE WHOLE OF LOT EASEMENT DETAILS ARE NOT REPEATED ON THE FOLLOWING SHEETS

SURVEYOR
 Name: PETER AARON BOORER
 Date: 12/11/2019
 Reference: 161215 SUB

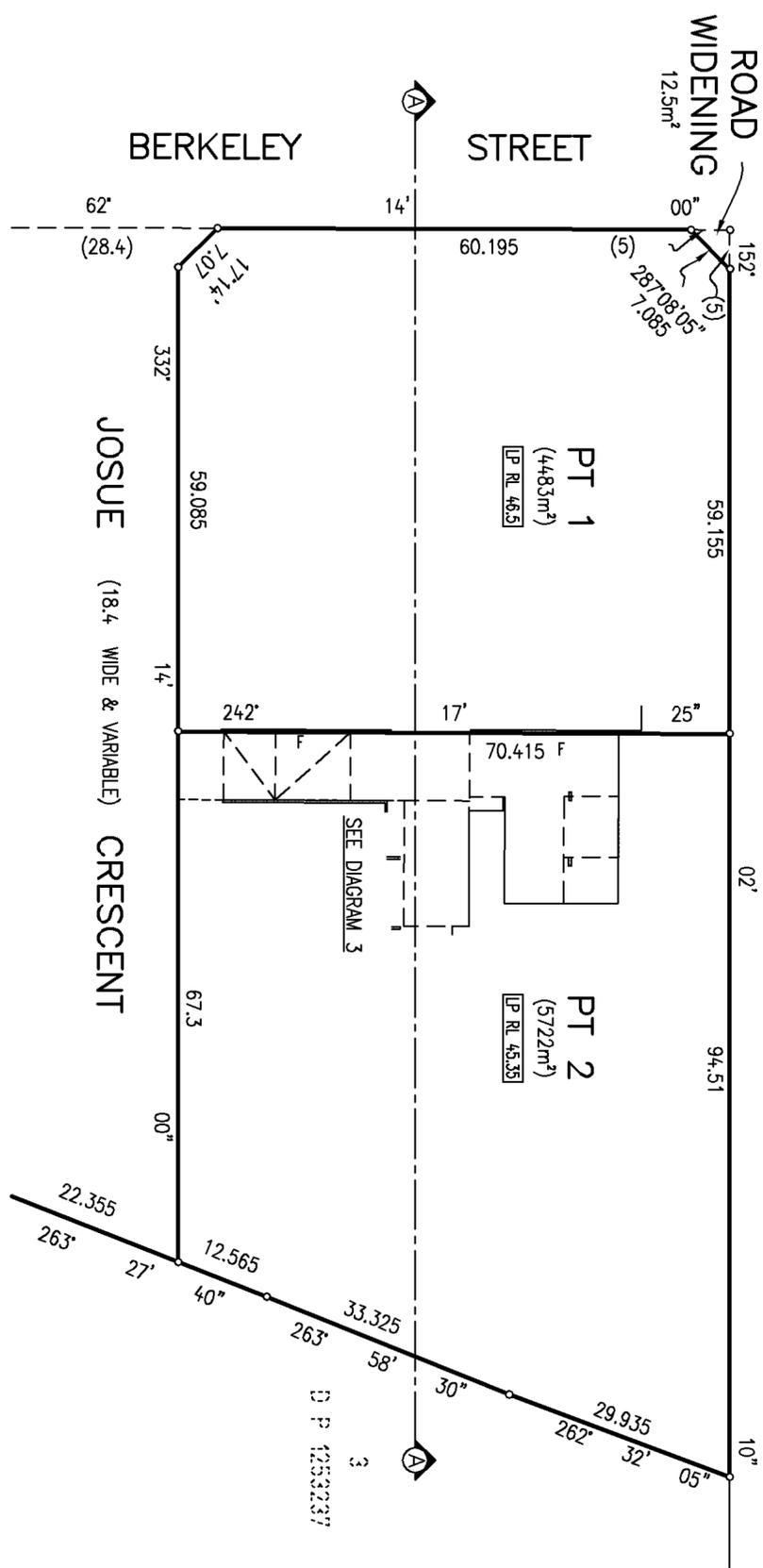
PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:600
 Lengths are in metres.

REGISTERED
 30/03/2020

DP1258608

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 4 GROUND LEVEL AND ABOVE



SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE
19	(152°17'25")	(8.64)
20	(152°17'25")	(8.64)
21	(152°17'25")	(8.64)

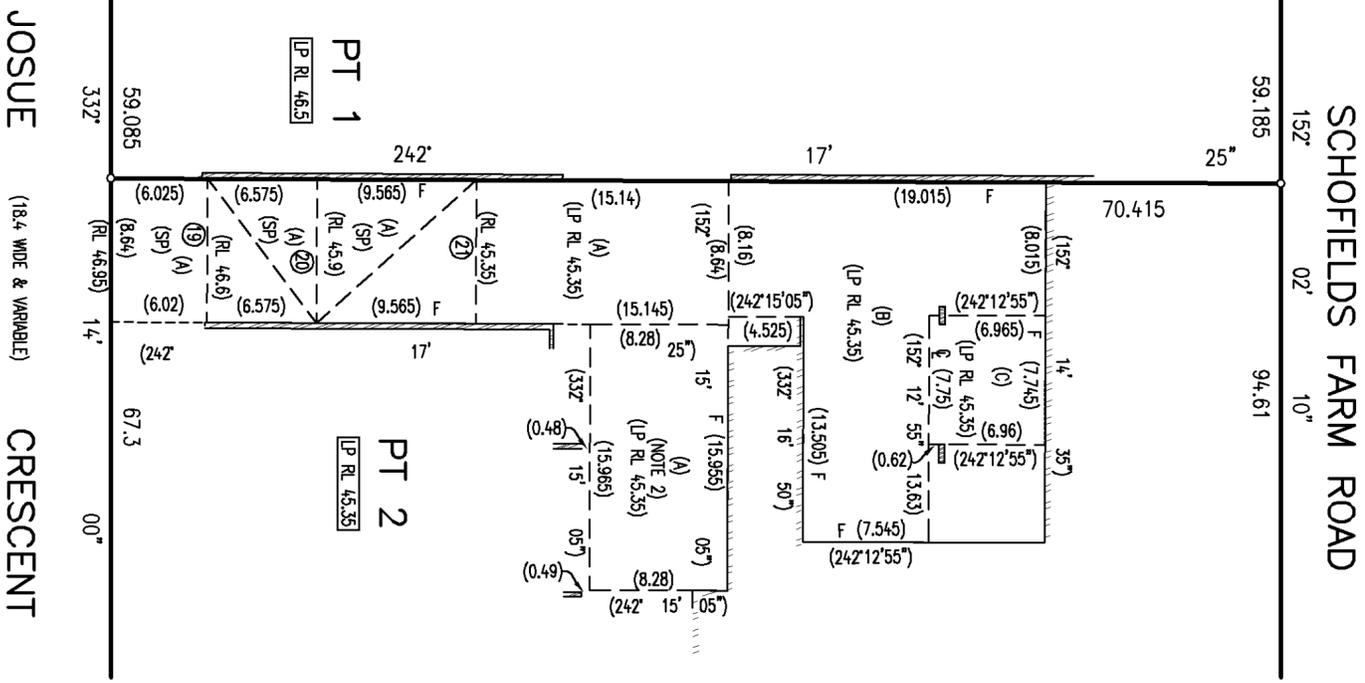


DIAGRAM 3
SCALE 1:300

EASEMENTS
 (A) RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THUS (RL....) AND LIMITED IN HEIGHT TO 3.5 ABOVE THESE PLANES, EXCEPT WHERE VARED BY NOTE 2

KEY
 ♁ - DENOTES CENTRELINE OF COLUMN
 F - DENOTES THAT BOUNDARY/EASEMENT RUNS ALONG FACE OF COLUMN OR WALL
 (LP RL ...) - DENOTES LEVEL PLANE DEFINING AN EASEMENT
 (SP) - DENOTES SLOPING PLANE BETWEEN THE TWO NOTED RL'S DEFINING AN EASEMENT
 (RL) - DENOTES RL DEFINING A SLOPING PLANE WITH RESPECT TO AN EASEMENT
 [LP RL...] - DENOTES LEVEL PLANE AT NOTED RL

NOTE 2:
 EASEMENT (A) IS LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN THUS (RL....) AND LIMITED IN HEIGHT TO 2.4 ABOVE THESE PLANES
 (B) EASEMENT TO USE LOADING AREA VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN THUS (RL....) ARE LIMITED IN HEIGHT TO 3.5 ABOVE THESE PLANES
 (C) EASEMENT TO USE GARAGE HOLD VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN THUS (RL....) ARE LIMITED IN HEIGHT TO 3.5 ABOVE THESE PLANES

Scale bar: 0mm to 150mm

SURVEYOR
 Name: PETER AARON BOORER
 Date: 12/11/2019
 Reference: 161215 SUB

PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773

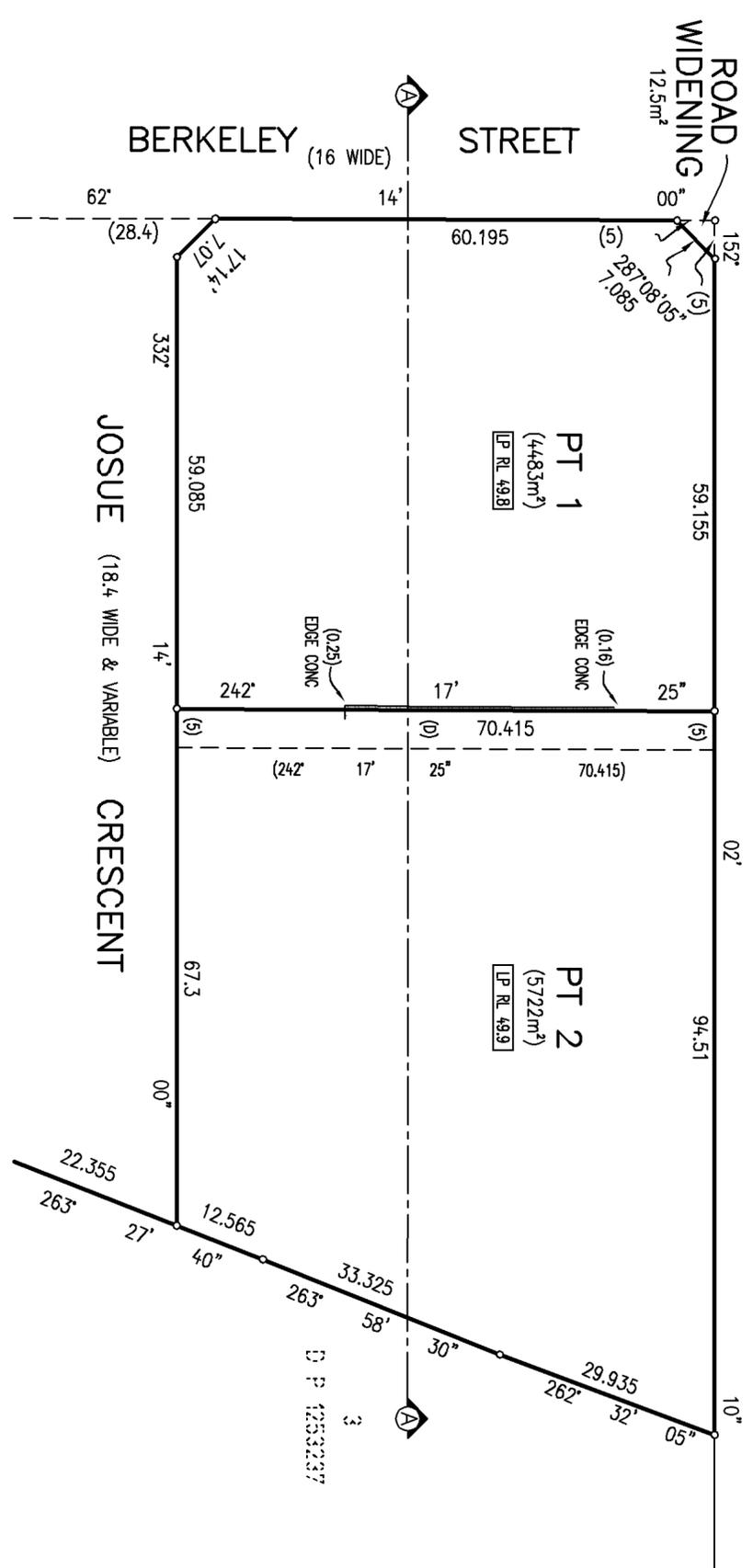
LGA: BLACKTOWN
Locality: SCHOFIELDS
Reduction Ratio: 1:600
 Lengths are in metres.

REGISTERED
 30/03/2020

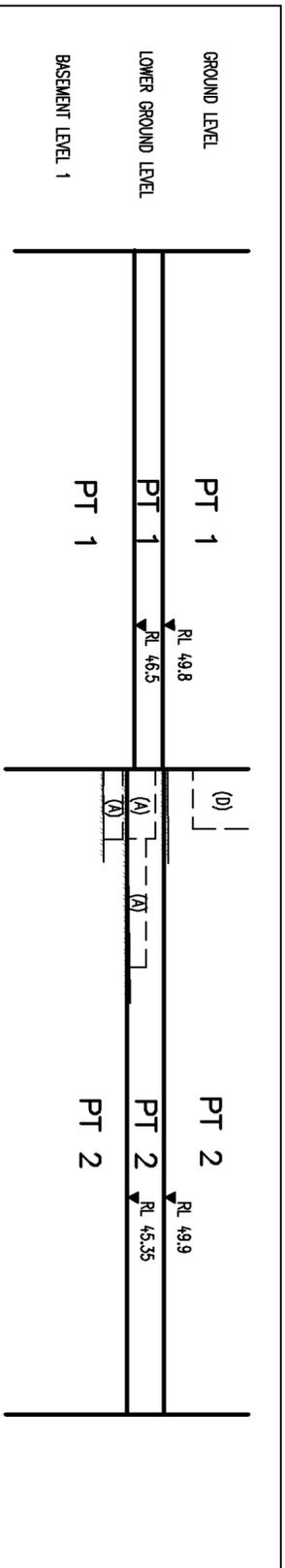
DP1258608

GROUND LEVEL AND ABOVE
 LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED
 LEVEL PLANES AND ARE UNLIMITED IN HEIGHT

SCHOFIELDS FARM ROAD



KEY
 [LP RL...] - DENOTES LEVEL PLANE AT NOTED RL



EASEMENTS
 (D) EASEMENT FOR LIGHT AND AIR 5 WIDE LIMITED IN DEPTH TO THE
 LEVEL PLANE RL 53.5 AND UNLIMITED IN HEIGHT

SECTION 'A'-'A'
 SCALE 1:600
 ——— DENOTES BOUNDARY LINES BETWEEN LOTS
 (A) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
 (D) EASEMENT FOR LIGHT AND AIR 5 WIDE (LIMITED IN STRATUM)

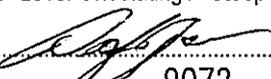
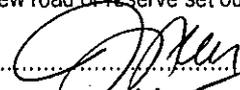
SURVEYOR
 Name: PETER AARON BOORER
 Date: 12/11/2019
 Reference: 161215 SUB

PLAN OF SUBDIVISION OF
 LOTS 1 AND 2 IN DP 1253237
 AND LOTS 209 AND 210
 IN DP 1189773

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:600
 Lengths are in metres.

REGISTERED
 30/03/2020

DP1258608

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only Registered:  30/03/2020 Title System: TORRENS	<h1 style="margin: 0;">DP1258608</h1>	
PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>PETER AARON BOORER</u> of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 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: <u>12/11/2019</u> , 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: <u>'X'-'Y'</u> Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: <u>2/3/2020</u> Surveyor Identification No: <u>9072</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *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.	<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 1253237 DP 1189773 DP 1208318	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Judith Portelli</u> *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s. 105 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: <u>N/A</u> Consent/Authority: <u>Blacktown City Council</u> Date of Endorsement: <u>5.3.2020</u> Subdivision Certificate no: <u>SC-19-00180</u> File number: <u>JRPP-16-03311</u> *Strike through if inapplicable	
STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land. IT IS INTENDED TO DEDICATE JOSUE CRESCENT AND THE ROAD WIDENING TO THE PUBLIC AS ROAD SUBJECT TO (A) EASEMENT FOR ACCESS & MAINTENANCE 21.25 WIDE & VARIABLE (DP1253237)	If space is insufficient continue on PLAN FORM 6A	
Surveyor's Reference: 161215 SUB	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Registered:  30/03/2020	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773	DP1258608	This sheet is for the provision of the following information as required: <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.
Subdivision Certificate No: <u>SC-19-00180</u> Date of Endorsement: <u>5.3.2020</u>		
SURVEYORS REFERENCE: 161215 SUB	If space is insufficient use additional annexure sheet	

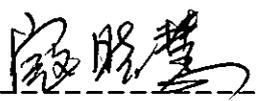
PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
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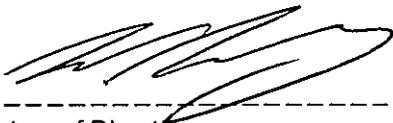
Registered:  30/03/2020 PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773 Subdivision Certificate No: ... SC-19-00180 Date of Endorsement: ...5.3.2020.....	Office Use Only <h1 style="margin: 0;">DP1258608</h1> Office Use Only This sheet is for the provision of the following information as required: <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.
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LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	N/A	SCHOFIELDS FARM	ROAD	SCHOFIELDS
2	N/A	SCHOFIELDS FARM	ROAD	SCHOFIELDS
3	NOT APPLICABLE	SCHOFIELDS FARM	ROAD	SCHOFIELDS
4	NOT APPLICABLE	SCHOFIELDS FARM	ROAD	SCHOFIELDS

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 161215 SUB

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
<p>Office Use Only</p> Registered:  30/03/2020		<p>Office Use Only</p> <h1>DP1258608</h1>
<p>PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773</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.
<p>Subdivision Certificate No: <u>SC-19-00180</u> Date of Endorsement: <u>5.3.2020</u></p>		
<p>EXECUTED BY SCHOFIELDS ONE PTY LIMITED) AS TRUSTEE FOR SCHOFIELDS ONE UNIT TRUST (ACN 606 182 236) in accordance with Section 127) ABN 59280103927 of the Corporations Act:)</p> <p> ----- Signature of Sole Director and Sole Secretary</p> <p> ----- Signature of Witness</p> <p><u>XIAOHU KOU</u> ----- Name of Sole Director and Sole Secretary (Block Letters)</p> <p><u>CHAO LI</u> ----- Name of Witness (Block Letters)</p> <p><u>131/95 BONAR ST WOLL CREEK</u> ----- Address of Witness (Block Letters)</p>		
<p>EXECUTED BY SCHOFIELDS SQUARE PTY LIMITED) (ACN <u>606 255 261</u>) in accordance with Section 127) of the Corporations Act:)</p> <p> ----- Signature of Director</p> <p> ----- Signature of Director</p> <p><u>XIAOHU KOU</u> ----- Name of Director (Block Letters)</p> <p><u>RICKY POON</u> ----- Name of Director (Block Letters)</p> <p>If space is insufficient use additional annexure sheet</p>		
<p>SURVEYORS REFERENCE: 161215 SUB</p>		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Registered:  30/03/2020	<h1>DP1258608</h1>	<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.
PLAN OF SUBDIVISION OF LOTS 1 AND 2 IN DP 1253237 AND LOTS 209 AND 210 IN DP 1189773		
MORTGAGEE		
MAXCAP SECURITY PTY LTD ACN 122 131 793		
		
Signature of Director <i>Alternate Director</i>	Signature of Director	
Anthony Woods	<i>Wayne Lasky</i>	
Name of Director (Block Letters)	Name of Director (Block Letters)	
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 161215 SUB		

ePlan

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

(Sheet 1 of 14 sheets)

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
 DP1253237 and Lots 209 and 210 in
 DP1189773 in Subdivision Certificate
SC-19-00180

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

Schofields One Pty Limited ACN 606 182 236 *and Schofields*
 Suite 1301, Level 13
 88 Phillip Street
 Sydney NSW 2000
*Square Pty Limited ACN
 606 255 261*

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 Support & Shelter (Whole of Lot)	Each Lot 1 2	Each Lot 2 1
2.	Easement for Services (Whole of Lot)	Each Lot 1 2	Each Lot 2 1
3.	Easement for Emergency Egress (Whole of Lot)	Each Lot 1 2	Each Lot 2 1
4.	Easement to Access Shared Facilities (Whole of Lot)	Each Lot 1 2	Each Lot 2 1
5.	Right of Access variable width (A) (Limited in Stratum)	2	1
6.	Easement to Use Loading Dock variable width (B) (Limited in Stratum)	2	1
7.	Easement to Use Garbage Hold variable width (C) (Limited in Stratum)	2	1
8.	Easement for Light and Air 5 wide (D) (Limited in Stratum)	2	1
9.	Positive Covenant	1 and 2	Blacktown City Council
10.	Restriction on the use of land	1 and 2	Blacktown City Council
11.	Restriction on the use of land	1 and 2	Blacktown City Council

ePlan
(Sheet 2 of 14 sheets)

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate SC-19-
00180

12.	Restriction on the use of land	1 and 2	Blacktown City Council
13.	Restriction on the use of land	1 and 2	Blacktown City Council
14.	Positive Covenant	1 and 2	Blacktown City Council
15.	Positive Covenant	1 and 2	Blacktown City Council
16.	Restriction on the use of land	1 and 2	Blacktown City Council

PART 1A (Release)

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 Access and Maintenance 21.25 wide & variable (A) (DP1253237)	1/DP1253237 2/DP1253237	2/DP1253237 3/DP1253237 3/DP1253237

PART 2 (Terms)

1. Terms of Easement for Support & Shelter (Whole of Lot) numbered 1 in the plan

An Easement for support and shelter as defined in and subject to section 106 of the Act as if the Easement was created under that section of the Act.

2. Terms of Easement for Services (Whole of Lot) numbered 2 in the plan

2.1 The Grantee and its Authorised Users may:

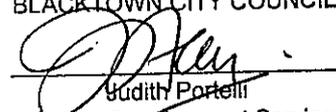
- (a) use each Lot Burdened to install and provide Services to and from each Lot Benefited;
- (b) do anything reasonably necessary for that purpose including:
- (i) entering the Lot Burdened;
- (ii) taking anything on to the Lot Burdened;
- (iii) carrying out work within the Easement Site, such as repairing, maintaining or replacing the Services.

2.2 The Grantee must keep the Services in good repair and safe condition.

2.3 In exercising those powers, the Grantee must and its Authorised Users must:

- (a) before entering the Lot Burdened give to the Grantor reasonable notice (except in the case of an emergency where no notice is required), of the Grantee's intended exercise of its rights under this Easement and indicate generally the identity of the person authorised by it to exercise the Grantee's rights under this Easement;
- (b) ensure all work is done properly and in a good and workmanlike manner;
- (c) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (e) restore the Lot Burdened as nearly as practicable to its former condition; and

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

- (f) make good any collateral damage which they cause, at their expense.
- 3. Terms of Easement for Emergency Egress (Whole of Lot) numbered 3 in the plan**
- 3.1 The Grantee and Authorised Users may pass and repass across the fire stairs and passages within the Lot Burdened by foot only and only for the purpose of egressing from the Lot Benefited:
- (a) in an emergency; or
- (b) in the case of a fire or a fire drill; or
- (c) if the lifts are not operational or are otherwise unavailable.
- 3.2 In exercising its powers under clause 3.1, the Grantee and Authorised Users must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.
- 4. Terms of Easement to Access Shared Facilities (Whole of Lot) numbered 4 in the plan**
- 4.1 The Grantee and its Authorised Users may:
- (a) use each Lot Burdened, but only within the Easement Site, to access the Shared Facilities to and from each Lot Benefited together with the right to use that part of the Lot Burdened reasonably required to use the Shared Facilities;
- (b) do anything reasonably necessary for that purpose including:
- (i) entering the Lot Burdened;
- (ii) taking anything on to the Lot Burdened;
- (iii) carrying out work within the Easement Site, such as repairing or maintaining the Shared Facilities.
- 4.2 In exercising those powers, the Grantee must and its Authorised Users must:
- (a) before entering the Lot Burdened give to the Grantor reasonable notice (except in the case of an emergency where no notice is required), of the Grantee's intended exercise of its rights under this Easement and indicate generally the identity of the person authorised by it to exercise the Grantee's rights under this Easement;
- (b) ensure all work is done properly and in a good and workmanlike manner;
- (c) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
 - (e) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (f) make good any collateral damage which they cause, at their expense.
- 4.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- 4.4 A Strata Management Statement may regulate the apportionment of costs in relation to the Easement.
- 4.5 To the extent of any inconsistency between the Strata Management Statement and this Instrument, this Instrument will prevail.
- 5 Terms of Right of Access variable width (A) (Limited in Stratum) numbered 5 in the plan**
- 5.1 The Grantee may:
- (a) by any reasonable means pass across each Lot Burdened, but only within the Easement Site, to get to and from the Lot Benefited; and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering into the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work within the Easement Site, such as repairing or maintaining the Easement Site.
- 5.2 In exercising those powers, the Grantee must:
- (a) ensure all work is done properly and in a good and workmanlike manner;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
 - (d) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (e) make good any collateral damage which they cause, at their expense.
- 6 Terms of Easement to Use Loading Dock variable width (B) (Limited in Stratum) numbered 6 in the plan**
- 6.1 The Grantee and its Authorised Users may:

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

- (a) pass and repass over the service corridors within the Easement Site to access the Loading Dock;
 - (b) use the Loading Dock within the Easement Site, subject to the availability of the Loading Dock and any rules of operation of the Loading Dock reasonably determined by the Building Management Committee from time to time, to load and unload goods; and
 - (c) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened; and
 - (ii) taking anything onto the Lot Burdened.
- 6.2 In exercising those powers, the Grantee and its Authorised Users must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (c) restore the Lot Burdened as is practicable to its former condition; and
 - (d) make good any collateral damage.
- 6.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- 6.4 A Strata Management Statement may regulate the apportionment of costs in relation to the Easement.
- 6.4 To the extent of any inconsistency between the Strata Management Statement and this Instrument, this instrument will prevail.
- 7. Terms of Easement to Use Garbage Hold variable width (C) (Limited in Stratum) numbered 7 in the plan**
- 7.1 The Grantee and its Authorised Users may:
- (a) use each Lot Burdened, but only within the Easement Site, to access the Garbage Room to and from each Lot Benefited together with the right to use that part of the Lot Burdened reasonably required to use the Garbage Room;
 - (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work within the Easement Site, such as repairing or maintaining the Garbage Room or items in the Garbage Room.

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

- 7.2 In exercising those powers, the Grantee must and its Authorised Users must:
- (a) before entering the Lot Burdened give to the Grantor reasonable notice (except in the case of an emergency where no notice is required), of the Grantee's intended exercise of its rights under this Easement and indicate generally the identity of the person authorised by it to exercise the Grantee's rights under this Easement;
 - (b) ensure all work is done properly and in a good and workmanlike manner;
 - (c) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
 - (e) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (f) make good any collateral damage which they cause, at their expense.
- 7.3 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- 7.4 A Strata Management Statement may regulate the apportionment of costs in relation to the Easement.
- 7.5 To the extent of any inconsistency between the Strata Management Statement and this Instrument, this Instrument will prevail.
- 8 Terms of Easement for Light and Air 5 wide (D) (Limited in Stratum) numbered 8 in the plan**
- This Easement is for the free and interrupted access of light and air crossing through the airspace vertically above the Lot Burdened to and from the windows, doors and apertures on any building or to be erected on the Lot Benefited.
- 9. Terms of positive covenant numbered 9 in the plan**
- 9.1 The registered proprietor(s) covenant as follows with the Authority Benefited in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the Lot Burdened that they will:
- (a) keep the system clean and free from silt, rubbish and debris;
 - (b) maintain and repair at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the "On-Site Detention Maintenance Schedule" as approved by Triaxial Consulting on 17 February 2020, a copy of which is attached and held in Council's file Number CC-19-00937. A copy of this Schedule is available to all owners and occupiers of the Lot Burdened;
 - (c) for the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to

ePlan

(Sheet 7 of 14 sheets)

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

- (d) 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 system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act" is hereby agreed to be amended accordingly.
- (e) notify Council after each programmed maintenance.

9.2 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(s) fails to comply with the term of any written notice issued by Council as set out above, the Council may enter the land with all necessary equipment and carry out work considered by Council to be reasonable to comply with the said notice referred to in clause 9.1(d).
- (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 clause 9.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment in conjunction with the work; and
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of 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.

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

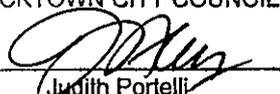
9.4 For the purpose of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No No 5. Reference No: C7A387A5 on 24 June 2019 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No CC-19-00937.

Name of authority empowered to release, vary or modify the positive covenant numbered 9 in the plan: Council.

10 Terms of restriction on the use of land numbered 10 in the plan

BLACKTOWN CITY COUNCIL

Section 88B instrument for Plan of Subdivision
Doc ID 708220723/v1


Judith Portelli

Manager Development Services

ePlan
(Sheet 8 of 14 sheets)

Plan:

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Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
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SC-19-00180

- 10.1 The registered proprietor(s) covenant as follows with Council in respect to the on-site stormwater detention system (hereinafter referred to as "the system") constructed on the Lot Burdened that they will not, without the prior and express written consent of Council:
- (a) do any act, matter or thing which would prevent the system from operating in a safe and efficient manner;
 - (b) make or permit or suffer the making of any alterations or additions to the system; or
 - (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.
- 10.2 This restriction shall bind all persons who are or claim are the registered proprietor(s) stipulated in section 88E(5) of the Conveyancing Act.
- 10.3 For the purpose of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No 5, Reference No C7A387A5 on 24 June 2019 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council file No. CC-19-00937.

Name of authority empowered to release, vary or modify the restriction on the use of land numbered 10 in the plan: Council.

11. Terms of restriction on the use of land numbered 11 in the plan

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

Name of authority empowered to release, vary or modify the restriction on the use of land numbered 11 in the plan: Council.

12. Terms of the Restriction on the use of land numbered 12 in the plan

12.1 The Grantor:

- (a) is responsible for providing all waste and recycling services for the owners and occupiers of the Building or the Strata Scheme;
- (b) must ensure waste and recycling services for the owners and occupiers of the Building or the Strata Scheme are to be provided and undertaken by a private waste and recycling contractor;
- (c) must not access Council's household clean up service or waste/recycling service; and
- (d) must indemnify Council in respect of any claim regarding the failure of the Grantor to comply with this restriction on the use of land.

BLACKTOWN CITY COUNCIL



Manager Development Services

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Plan:

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Plan of Subdivision of Lot 1 and 2 in
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Name of Authority whose consent is required to release vary or modify the restriction numbered 12 in the plan is Council.

13 Terms of restriction on the use of land numbered 13 in the plan

- 13.1 The registered proprietor(s) covenant as follows with Council in respect of the overland flow path constructed on the Lot Burdened that they will not, without the prior and express written consent of Council:
- (a) do any act, matter or thing which would prevent the overland flow path from operating in a safe and efficient manner;
 - (b) make or permit or suffer the making of any alterations or additions to the overland flow path; or
 - (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the overland flow path.
- 13.2 This restriction shall bind all persons who are or claim are the registered proprietor(s) stipulated in section 88E(5) of the Conveyancing Act.
- 13.3 For the purpose of this restriction, "overland flow path" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) shown on plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No 5, Reference No: Reference No C7A387A5 on 24 June 2019. A copy of this construction certificate is held on Council file No. CC-19-00937.

Name of authority empowered to release, vary or modify the restriction on the use of land numbered 13 in the plan: Council.

14. Terms of positive covenant numbered 14 in the plan

- 14.1 The registered proprietor(s) covenant as follows with the Authority Benefited in respect to the overland flow path constructed on the Lot Burdened that they will:
- (a) keep the overland flow path clean and free from silt, rubbish and debris;
 - (b) maintain and repair at the sole expense of the registered proprietor(s) the overland flow path contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner;
 - (c) for the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) 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 system and to that extent Section 88F(2)(a) of

ePlan

(Sheet 10 of 14 sheets)

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

the Conveyancing Act 1919 (hereinafter referred to as "the Act" is hereby agreed to be amended accordingly.

- 14.2 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(s) fails to comply with the term of any written notice issued by Council as set out above, the Council may enter the land with all necessary equipment and carry out work considered by Council to be reasonable to comply with the said notice referred to in clause 14.1(d).
 - (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 clause 14.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment in conjunction with the work; and
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of 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.

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

14.4 For the purpose of this restriction, "overland flow path" means the works constructed on the land (including all access pavements, pipes, drains, kerbs, pits, grates and surfaces designed to convey stormwater through the site) shown on plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No5, Reference No: Reference No C7A387A5 on 24 June 2019. A copy of this construction certificate is held on Council file No CC-19-00937.

Name of authority empowered to release, vary or modify the positive covenant numbered 14 in the plan: Council.

15. Terms of positive covenant numbered 15 in the plan

- 15.1 The registered proprietor(s) covenant as follows with the Authority Benefited in respect to the Stormwater Quality Device (hereinafter referred to as "the device") constructed and/or installed on the Lot Burdened that they will:
- (a) keep the device clean and free from silt, rubbish and debris;
 - (b) maintain and repair at the sole expense of the registered proprietor(s) that part of the device contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements and/or the "Maintenance Schedule" approved by Ocean Protect on

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services

Plan:

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Plan of Subdivision of Lot 1 and 2 in
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DP1189773 in Subdivision Certificate
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March 2019 and held in Council's file No CC-19-00937. A copy of this Schedule is available to all owners and occupiers of the Lot Burdened;

- (c) for the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the device and the state of construction, maintenance or repair of the device, for compliance with the requirements of this covenant;
 - (d) provide to Council each year on or before 1 September an annual maintenance report ("Report") outlining all maintenance undertaken on the device in accordance with the Maintenance Schedule or industry best practice. Copies are to be provided with the Report of all cleaning reports and tipping dockets to demonstrate that all material renovated was disposed of in an approved manner;
 - (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 device and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act" is hereby agreed to be amended accordingly.
- 15.2 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(s) fails to comply with the term of any written notice issued by Council as set out above, the Council may enter the land with all necessary equipment and carry out work considered by Council to be reasonable to comply with the said notice referred to in clause 15.1(e).
 - (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 clause 15.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment in conjunction with the work; and
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of 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.
- 15.3 This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.
- 15.3 For the purpose of this restriction, "the device" means the stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No 5, Reference No C7A387A5 on 24 June 2019 including all ancillary gutters, pipes, drains, walls, kerbs, pits,

Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
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grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No CC-19-00937.

Name of authority empowered to release, vary or modify the positive covenant numbered 15 in the plan: Council.

16 Terms of restriction on the use of land numbered 16 in the plan

16.1 The registered proprietor(s) covenant as follows with Council in respect to the Stormwater Quality Device (hereinafter referred to as "the device") constructed and/or installed on the Lot Burdened that they will not, without the prior and express written consent of Council:

- (a) do any act, matter or thing which would prevent the device from operating in a safe and efficient manner;
- (b) make or permit or suffer the making of any alterations or additions to the device; or
- (c) allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

16.2 This restriction shall bind all persons who are or claim are the registered proprietor(s) stipulated in section 88E(5) of the Conveyancing Act.

16.3 For the purpose of this restriction, "the device" means the StormFilter Cartridges and OceanGuard200's stormwater quality improvement device constructed and/or installed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No 5, Reference No: C7A387A5 on 24 June 2019 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council file No. CC-19-00937.

Name of authority empowered to release, vary or modify the restriction on the use of land numbered 16 in the plan: Council.

17. Definitions

For the purpose of this Instrument, the following definitions apply:

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

Authorised Users means any person authorised by the Grantee and Council and includes:

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation; and
- (b) the Grantee's tenants, employees, agents, contractors and licensees.

Building means the building erected on proposed lot 2 in the Plan.

ePlan

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Plan:

DP1258608

Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
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Building Management Committee means the committee established under the Strata Management Statement.

Bulky Waste Collection Area means the area between the kerb line and the boundary at the frontage of the lot burdened.

Conveyancing Act means the Conveyancing Act 1919 (NSW).

Council means Blacktown City Council or its successor.

Easement means an easement, positive covenant or restriction on the use of land created in this Instrument.

Easement Site means in relation to an easement:

- (a) the site of the easement identified in the Plan;
- (b) all items within the site of the easement identified in the Plan which are the subject of the Easement.

Garbage Room means the garbage room located on basement level in the Building.

Grantee means the registered proprietor of a Lot Benefited or Council.

Grantor means the registered proprietor of a Lot Burdened.

Garbage, Green Waste and Recycling Collection Area means the area between the kerb line and the boundary at the frontage of the lot burdened.

Instrument means this section 88B instrument.

Loading Dock means the loading dock located on the Lot Burdened.

Lot Benefited means the whole or any part of a lot in the Plan having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot in the Plan having the burden of an Easement.

Owners Corporation means an owners corporation created on registration of a Strata Plan.

Plan means a plan to which this Instrument relates.

Pipes means wires, cables and conduits.

Services means any condenser units, air conditioning units, Pipes, poles, structures and equipment or other services, including water, recycled water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, security, fire, mechanical, conditioned air, telephone and other communications, television, television or radio impulses or signals service required for the operation of the Lot Benefited.

Shared Facilities has the same meaning given in the Strata Management Statement.

Plan:
DP1258608

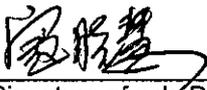
Plan of Subdivision of Lot 1 and 2 in
DP1253237 and Lots 209 and 210 in
DP1189773 in Subdivision Certificate
SC-19-00180

Strata Plan means a strata plan registered under the Act.

Strata Management Statement means a strata management statement registered according to the Act which applies to any lots in the Plan or such further strata plan.

Strata Scheme means a strata scheme created on registration of a Strata Plan.

Executed by Schofields One Pty Limited AS trustee for the Schofields One Unit Trust
ACN 606 182 236 in accordance with section 127 of the Corporations Act 2001 (Cth)
by: ABN: 59 280 103 927


Signature of sole Director and sole Company Secretary


signature of witness
Chao LI

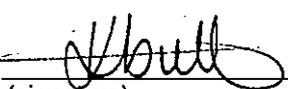
XIAOHUI KOU
Full name (print)

131/95 Bonar ST Wollie Creek
Address of Witness

Blacktown City Council by its authorised delegate pursuant to s.377 Local Government Act 1993:

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


(signature of delegate)


(signature)

Judith Portelli
(name of delegate)

Kristy-lee Bulloch
(name of witness)

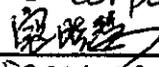
C/- Blacktown City Council
(address of witness) 62 Flushcombe Road

Execution of Mortgagee
Executed by Maxlad Security Pty Limited
ACN 608 102 263 in accordance with section 127 of the Corporations Act 2001 (Cth)
by:

Executed by Schofields Square Pty Limited ACN 606 255 261 in accordance with section 127 of the Corporations Act 2001 (Cth) by:


Signature of alternate director


Signature of director


signature of Director


signature of Director

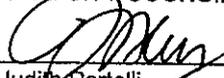
XIAOHUI KOU
Name of Director

RICKY POON
Name of Director

Anthony Woods
Full Name

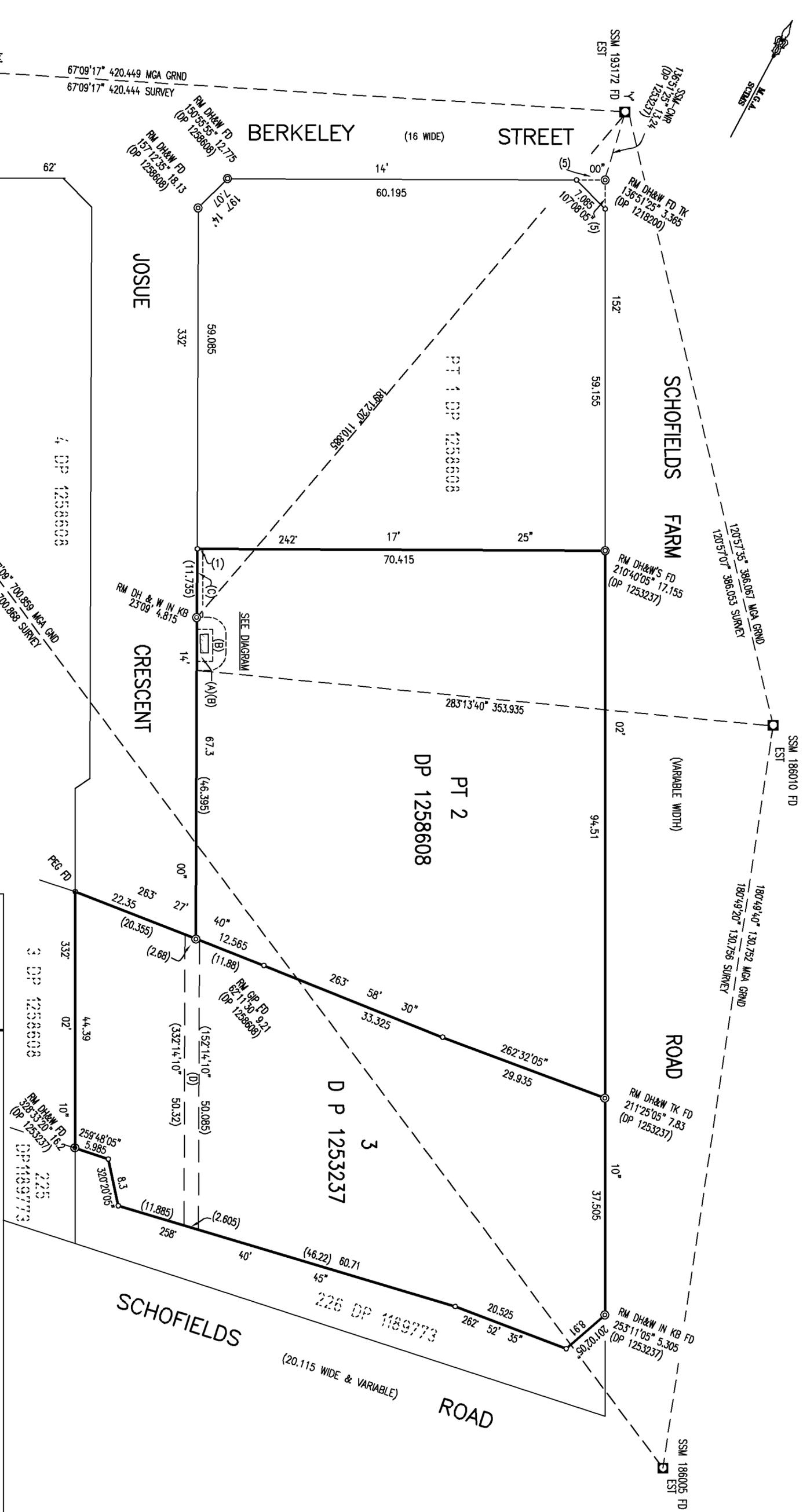
Wayne Lashy
Full Name

BLACKTOWN CITY COUNCIL


Judith Portelli

Manager Development Services

Section 88B instrument for Plan of Subdivision
Doc ID 708220723/v1

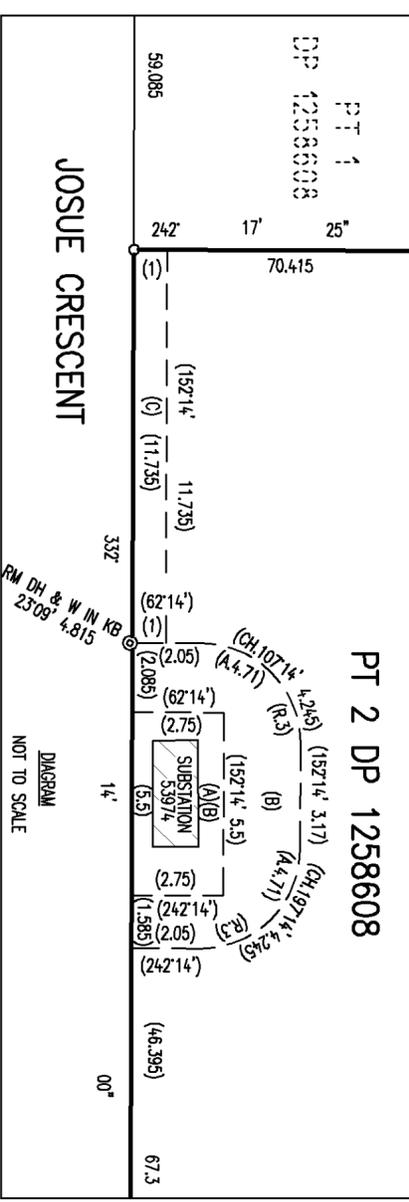


COORDINATE SCHEDULE

SURVEYING AND SPATIAL INFORMATION REGULATION, 2017: CLAUSE 70(2)					
MARK	MGA COORDINATES		CLASS ORDER	METHOD	STATE
	EASTING	NORTHING			
PM 57336	303 360.554	6269 395.297	B	FROM SCMS	FOUND
SSM 185642	303 391.116	6269 372.342	D	FROM SCMS	FOUND
SSM 186010	304 079.130	6269 359.925	C	FROM SCMS	FOUND
SSM 186005	304 077.241	6269 229.179	C	FROM SCMS	FOUND
SSM 193172	303 748.046	6269 558.543	D	FROM SCMS	FOUND

DATE OF SCMS COORDINATES 08.07.2019 MGA ZONE: 56 MGA DATUM: GDA94
 COMBINED SCALE FACTOR 1.000061

- (A) - EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE
- (B) - RESTRICTION ON THE USE OF LAND
- (C) - EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE
- (D) - EASEMENT FOR UNDERGROUND CABLES 2.5 WIDE



SURVEYOR
 Name: MARK JOHN ANDREW
 Date: 5/9/2019
 Reference: 161215 EASE PH

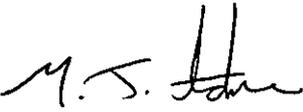
PLAN OF EASEMENTS WITHIN LOT 3
 DP 1253237 AND PART LOT 2 DP 1258608

LGA: BLACKTOWN
 Locality: SCHOFIELDS
 Reduction Ratio: 1:500
 Lengths are in metres.

REGISTERED
 30/03/2020

DP1262192

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

PLAN FORM 6_E (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  30/03/2020 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1262192</h1>	Office Use Only
PLAN OF EASEMENT WITHIN LOT 3 IN DP 1253237 & PT 2 IN DP1258608	LGA: BLACKTOWN Locality: SCHOFIELD S Parish: GIDLEY County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, MARK JOHN ANDREW of Veris Australia Pty Ltd suit 301 Level 3 55 Holt St Surry Hills NSW 2010 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 05-Sep-2019 (b) Partial Survey (c) Compilation Datum Line: 'X'-'Y' Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Signature:  Dated: 14/1/2020 Surveyor Identification No: 342 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>	<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. DP1253237 DP1258608	<p style="text-align: center;">Subdivision Certificate</p> I, _____ 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:	
Surveyor's Reference: 161215 <i>EASE PH</i>	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 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Office Use Only
Registered:  30/03/2020

Office Use Only
DP1262192

PLAN OF EASEMENT
WITHIN LOT 3 IN DP 1253237 & PT 2 IN DP1258608

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

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

Subdivision Certificate number:
Date of Endorsement:

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

CREATE:

1. EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (A)
2. RESTRICTION ON THE USE OF LAND (~~VARIABLE WIDTH~~) (B)
3. EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE (C)
4. EASEMENT FOR UNDERGROUND CABLES 2.5 WIDE (D)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 161215 *EASE PH*

ePlan

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

(Sheet 1 of 6 sheets)

Plan:

DP1262192

Plan of Easement within Lot 3 in DP1253237
& part Lot 2 in DP1258608

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

Schofields One Pty Limited ACN 606 182 236
Suite 1301, Level 13
88 Phillip Street
Sydney NSW 2000

**Full Name and Address of the Mortgagee of
the Land:**

Maxcap Security Pty Ltd ACN 608 102 263
Level 33, 360 Collins Street
Melbourne Vic 3000

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 5.5 wide (A)	2/1258608	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2.	Restriction on the Use of Land (Variable Width) (B)	2/1258608	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3.	Easement for Electricity Purposes 1 wide (C)	2/1258608	1/1258608
4.	Easement for Underground Cables 2.5 wide (D)	3/1253237	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

PART 2 (Terms)

1. **Terms of easement for padmount substation 5.5 wide (A) numbered 1 in the plan**
 - 1.1 For the purpose of this easement, "Electrical Equipment" includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
 - 1.2 Epsilon may:
 - (a) install Electrical Equipment within the Easement Site,
 - (b) excavate the Easement Site to install the Electrical Equipment,
 - (c) use the Electrical Equipment for the transmission of electricity,



ePlan

(Sheet 2 of 6 sheets)

Plan:

Plan of Easement within Lot 3 in DP1253237
& part Lot 2 in DP1258608

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- (d) enter the Lot Burdened using the most practicable route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - (e) install its own access gates and locks;
 - (f) trim or remove any vegetation from the Lot Burdened that interferes with or prevents reasonable access to the Easement Site or the Electrical Equipment, and
 - (g) remove any encroachments from the Easement Site and recover the costs of carrying out the removal work and repairing any damage done to the Electrical Equipment by the encroachment.
- 1.3 In exercising its rights under this Easement, Eplison will take reasonable precautions to minimise disturbance to the Lot Burdened and will restore the Lot Burdened as nearly as practicable to its original condition.
- 1.4 The Grantor agrees that, without the prior written permission of Eplison and in accordance with such conditions as Eplison may reasonably impose, the Grantor must not:
- (a) install or permit to be installed any Services or Structures within the Easement Site, or
 - (b) alter the surface level of the Easement Site, or
 - (c) do or permit to be done anything that restricts access to the Easement Site by Eplison.
- 1.5 Eplison will not be responsible if the Electrical Equipment causes magnetic interference to computer equipment or electronic equipment operated within the Lot Burdened.
- 1.6 Notwithstanding any other provision in this Instrument, the Grantor grants to Eplison, this Easement and acknowledges and agrees that any lessee of Eplison's distribution system, and any nominee of such lessee (which may include a sublessee of Eplison's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Eplison as if that lessee or nominee were Eplison, but only for so long as the lessee leases Eplison's distribution system from Eplison.
- 1.7 The Grantor must do all things reasonable necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Eplison.
- Name of authority empowered to release, vary or modify the easement numbered 1 in the plan: Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878**
- 2. Terms of restriction on the use of land variable width (B) numbered 2 in the plan**
- 2.1 No Building shall be erected or permitted to remain within the Restriction Site unless:
- (a) the external surface of the Building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - (b) the external surface of the Building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and



Plan:

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- (c) the Grantor provides the authority benefited with an engineer's certificate to this effect.
- 2.2 The fire ratings mentioned in clause 2.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 2.3 Notwithstanding any other provision in this Instrument, the Grantor acknowledges and agrees that any lessee of Epsilon's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon'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 as if that lessee or nominee were Epsilon, but only for so long as the lessee leases Epsilon's distribution system from Epsilon.
- 2.4 The Grantor 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.

Name of authority empowered to release, vary or modify the easement numbered 2 in the plan: Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

3. Terms of easement for underground cables 2.5 wide (D) numbered 4 in the plan

- 3.1 For the purpose of this easement, "**Electrical Equipment**" includes underground electrical cable, duct, service pillar, underground earthing system and ancillary equipment.
- 3.2 Epsilon may:
- (a) install Electrical Equipment within the Easement Site,
 - (b) excavate the Easement Site to install the Electrical Equipment,
 - (c) use the Electrical Equipment for the transmission of electricity,
 - (d) enter the Lot Burdened using the most practicable route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - (e) install its own access gates and locks;
 - (f) trim or remove any vegetation from the Lot Burdened that interferes with or prevents reasonable access to the Easement Site or the Electrical Equipment, and
 - (g) remove any encroachments from the Easement Site and recover the costs of carrying out the removal work and repairing any damage done to the Electrical Equipment by the encroachment.
- 3.3 In exercising its rights under this Easement, Epsilon will take reasonable precautions to minimise disturbance to the Lot Burdened and will restore the Lot Burdened as nearly as practicable to its original condition.
- 3.4 The Grantor agrees that, without the prior written permission of Epsilon and in accordance with such conditions as Epsilon may reasonably impose, the Grantor must not:
- (a) install or permit to be installed any Services or Structures within the Easement Site, or
 - (b) alter the surface level of the Easement Site, or



Plan:

Plan of Easement within Lot 3 in DP1253237
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- (c) do or permit to be done anything that restricts access to the Easement Site by Epsilon.
- 3.5 Epsilon will not be responsible if the Electrical Equipment causes magnetic interference to computer equipment or electronic equipment operated within the Lot Burdened.
- 3.6 Notwithstanding any other provision in this Instrument, the Grantor grants to Epsilon, this Easement and acknowledges and agrees that any lessee of Epsilon's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon'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 as if that lessee or nominee were Epsilon, but only for so long as the lessee leases Epsilon's distribution system from Epsilon.
- 3.7 The Grantor must do all things reasonable necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon.

Name of authority empowered to release, vary or modify the easement numbered 4 in the plan: Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

5. Definitions

For the purpose of this Instrument, the following definitions apply:

120/120/120 fire rating and **60/60/60 fire rating** means the 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.

Building means a substantial structure with a roof and walls and includes any projections from the external walls.

Easement means an easement, positive covenant or restriction on the use of land created in this Instrument.

Easement Site means in relation to an easement:

- (a) the site of the easement identified in the Plan;
- (b) all items within the site of the easement identified in the Plan which are the subject of the Easement.

Epsilon means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

Erect includes construct, install, build and maintain.

Grantor means the registered proprietor of a Lot Burdened.

Install includes construct, repair, replace, maintain, modify, use, and remove.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot in the Plan having the benefit of an Easement.



Plan:

DP1262192

Plan of Easement within Lot 3 in DP1253237
& part Lot 2 in DP1258608

Lot Burdened means the whole or any part of a lot in the Plan having the burden of an Easement.

Plan means a plan to which this Instrument relates.

Restriction Site means in relation to a restriction on the use of land by a prescribed authority:

- (a) the site of the restriction on the use of land identified in the Plan;
- (b) all items within the site of the restriction on the use of land identified in the Plan which are the subject of the restriction.

Services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

Structure includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

Executed by **Schofields One Pty Limited**
ACN 606 182 236 in accordance with section
127 of the Corporations Act 2001 (Cth) by:

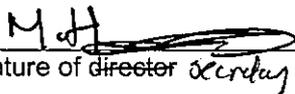


Signature of sole director/secretary

XIAOHUI KOU

Full name of witness (print)

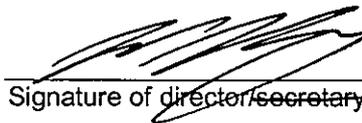
Executed by **Maxcap Security Pty Ltd ACN**
608 102 263 in accordance with section 127 of
the Corporations Act 2001 (Cth) by:



Signature of director/secretary

Mark Heaven

Full name of witness (print)



Signature of director/secretary

Wayne Lashy

Full name of witness (print)



Plan:

DP1262192

Plan of Easement within Lot 3 in DP1253237
& part Lot 2 in DP1258608

Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.

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

Laurel Pretsel

Full name of witness (print)

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



Signature of attorney

Name and position of attorney:
Helen Smith
Manager Property

Power of attorney:
Book 4768 No. 870

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

Endeavour Energy reference:
URS21129 / UML8557
.....

Date of Signature:
16 January 2020

Planning certificate

Section 10.7 (2) and (5)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

Applicant details

TOWNS CONVEYANCING SERVICES
PO BOX 7520
SOUTH PENRITH NSW 2750

Your reference 22157

Certificate details

Certificate no.	PL2022/13470	Fee	\$62.00
Date issued	11 October 2022	Urgency fee	N/A
Receipt no	D004136230		

Property information

Property ID	393029	Land ID	391544
Legal description	LOT 4 SP 101161		
Address	LG 4/1 JOSUE CRESCENT TALLAWONG NSW 2762		
County	CUMBERLAND	Parish	GIDLEY

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 9839 6000 or at s10.7certificates@blacktown.nsw.gov.au

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Council Chambers - 62 Flushcombe Road - Blacktown NSW 2148

Telephone: 02 9839 6000 - DX 8117 Blacktown

Email: s10.7certificates@blacktown.nsw.gov.au - Website: www.blacktown.nsw.gov.au

All correspondence to: The Chief Executive Officer - PO Box 63 Blacktown NSW 2148

Notice on the NSW Government's review of State Environmental Planning Policies

This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

From 1 March 2022, the following State Environmental Planning Policies apply as follows:

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
 - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
 - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Sydney Regional Environmental Plan No 30—St Marys applied.
 - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
 - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

Section 10.7 (2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

The following environmental planning instruments apply to the carrying out of development on the land:

The subject land is zoned under State Environmental Planning Policy (Precincts - Central River City) 2021.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

1.2 Development control plans

The following development control plans apply to the carrying out of development on the land:

Blacktown City Council Growth Centre Precincts Development Control Plan 2010 (Growth Centres DCP 2010) applies to the subject site.

The Growth Centres DCP 2010 applies to land where either of these State Environmental Planning Policies (SEPPs) apply: SEPP (Precincts - Central River City) 2021 or SEPP (Precincts - Western Parkland City) 2021 (formerly zoned under SEPP Sydney Region Growth Centres) 2006.

The Growth Centres DCP 2010 includes Schedules that contain additional development controls for the Precinct that the site is contained in. Refer to the relevant Schedule for those additional controls.

Note that Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies, except where specifically referred to in one of the above SEPPs or in the Growth Centres DCP 2010.

1.3 Proposed environmental planning instruments

The following proposed environmental planning instruments apply to the carrying out of development on the land. They are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*:

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/draftplans>.

- **State Environmental Planning Policy (Sustainable Buildings) 2022**

On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.
- **New employment zones in Local Environmental Plans**

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. This has a deferred commencement date of implementation for 26 April 2023. The Department of Planning and Environment has placed on exhibition, from 31 May 2022, details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the [Planning Portal](#).
- **Review of Clause 4.6**

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to then State Environmental Planning Policy (State and Regional Development)**

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then Infrastructure State Environmental Planning Policy**

The then NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.
- **Proposed State Environmental Planning Policy (Environment)**

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

1.4 Proposed development control plans

There are no proposed development control plans which apply to the carrying out of development on the land.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

Zone R3 Medium Density Residential

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Marinas; Mortuaries; Office premises; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Restriction

facilities; Retail premises; Rural supplies; Rural workers' dwellings; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Waste management facilities; Waste or resource management facilities; Wholesale supplies.

2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:

<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

2.6 Conservation area

The following outlines whether the land is in a conservation area:

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:
 - Bushland surrounding Prospect Reservoir, Prospect
 - Plumpton Park, Plumpton
 - Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
 - Doctor Charles McKay Reserve, Mount Druitt
 - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
 - Shanes Park woodland
 - Wianamatta Regional Park, Ropes Crossing
 - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
 - Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View

2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

3. Contributions plans

3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.

3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts

– Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

4. Complying development

4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at:

www.legislation.nsw.gov.au

4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5. Exempt development

5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: www.legislation.nsw.gov.au

5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

7. Land reserved for acquisition

7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

The following outlines whether the land is affected by road widening or road realignment.

8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.

8.2 An environmental planning instrument

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.

9. Flood related development controls

The Flood Inundation maps prepared by Council are based on results of Engineering flood studies commissioned by NSW Government authorities or Council.

The information provided in this section is general advice based on Council's current adopted flood mapping. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

10. Council and other public authority policies on hazard risk restrictions

The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:
<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

10.3 Tidal inundation

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

10.4 Subsidence

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

10.5 Acid sulfate soils

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

10.6 Contamination

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

10.7 Aircraft noise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

10.8 Salinity

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

10.9 Coastal hazards

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

10.10 Sea level rise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: www.blacktown.nsw.gov.au

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

11. Bushfire prone land

The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

12. Loose-fill asbestos insulation

The following outlines 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:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

13. Mine subsidence

The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. Paper subdivision information

14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.

14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

15. Property vegetation plans

There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*.

16. Biodiversity stewardship sites

The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

17. Biodiversity certified land

The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995*, that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

All or part of the land is biodiversity certified land under the Biodiversity Conservation Act 2016.

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18. Orders under Trees (Disputes Between Neighbours) Act 2006

The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land.
Council has not verified whether any order has been made of which it has not been notified.
The applicant should make its own enquiries in this regard if this is a matter of concern.

Trees (Disputes Between Neighbours) Act 2006 decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

20. Western Sydney Aerotropolis

The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungarribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.

20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>

- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22. Site compatibility certificates and development consent conditions for affordable rental housing

22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can

be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>

- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

23. Matters under the Contaminated Land Management Act 1997, section 59(2)

23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>

23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit <https://www.epa.nsw.gov.au/>

23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit <https://www.epa.nsw.gov.au/>

23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit <https://www.epa.nsw.gov.au/>

23.5 Site audit statement

The following outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application

- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Precincts - Central River City) 2021

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

State Environmental Planning Policy (Transport and Infrastructure) 2021

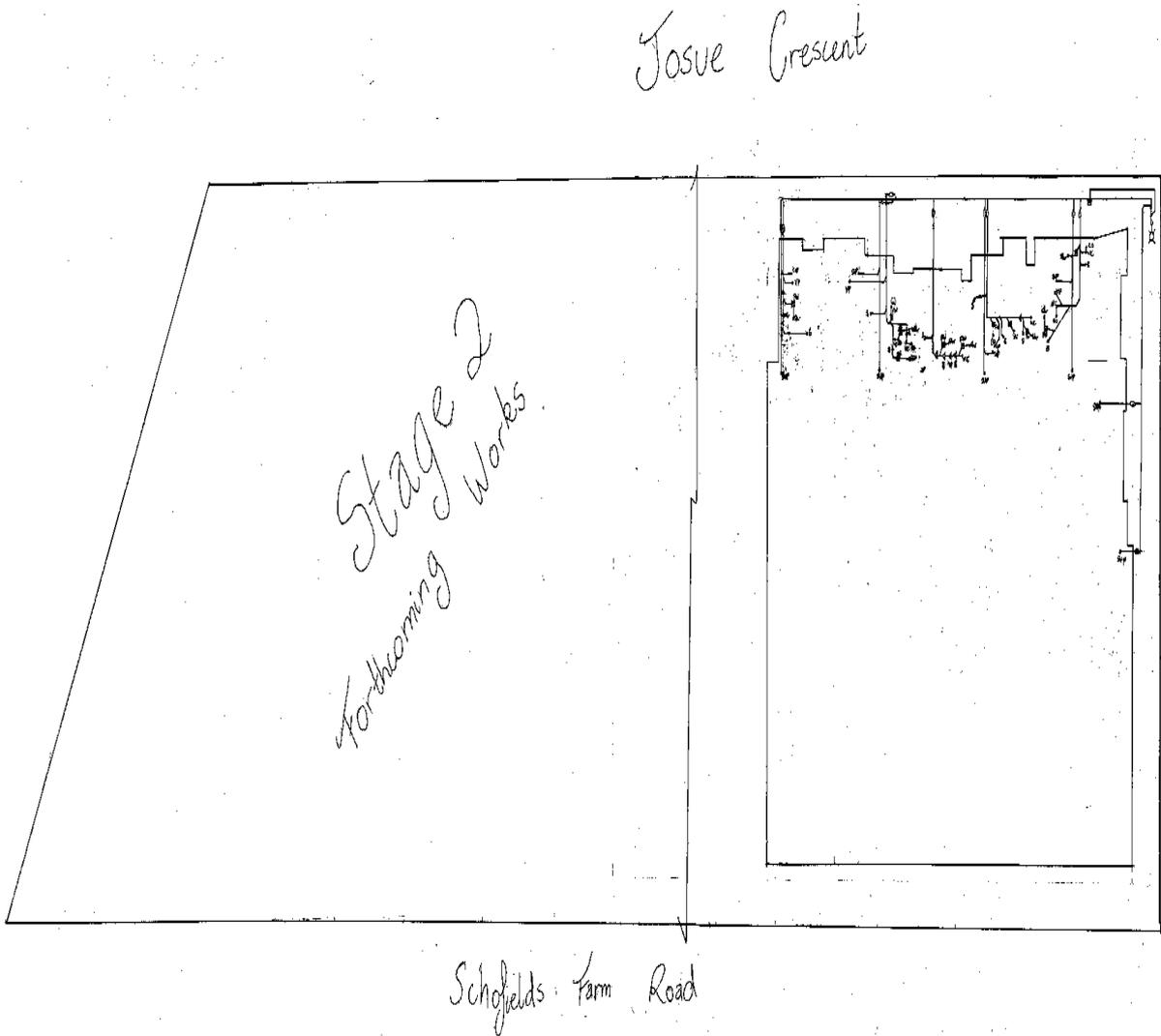
This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate

Sewer Service Diagram

Application Number: 8001900623

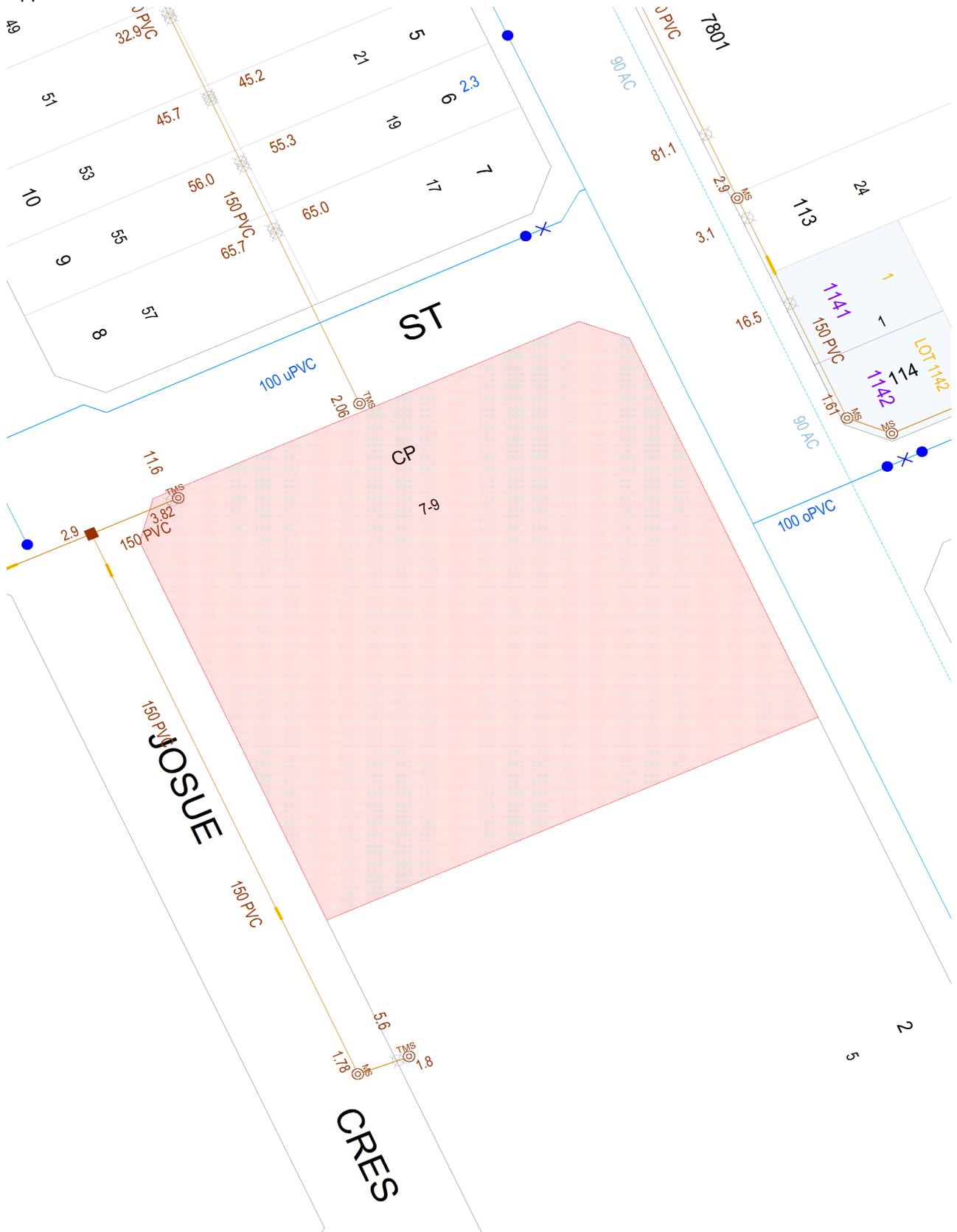


SYMBOLS AND ABBREVIATIONS		SEWERAGE SERVICE DIAGRAM	
<p>SYMBOLS AND ABBREVIATIONS</p> <p>INDICATED PLUMBING SYMBOLS</p> <p> <input type="checkbox"/> Sewer <input type="checkbox"/> Storm <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Storm <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Storm <input type="checkbox"/> Gas <input type="checkbox"/> Water </p>	<p>INDICATED PLUMBING SYMBOLS</p> <p> <input type="checkbox"/> Sewer <input type="checkbox"/> Storm <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Storm <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Storm <input type="checkbox"/> Gas <input type="checkbox"/> Water </p>	<p>SEWERAGE SERVICE DIAGRAM</p> <p>MUNICIPALITY OF <u>Sydney</u> SUBURB OF <u>Schofields</u></p> <p>Lot No. <u>231</u> Road No. <u>23-27</u> STREET <u>Schofields Rd</u></p> <p>Reference No. <u>271027</u> License No. _____</p> <p>Permit/DOC No. <u>271027</u> Permit/DOC No. _____</p> <p>Signature <u>[Signature]</u> Date <u>24-08-2022</u> Scale _____</p> <p>SCALE: <u>1:250 @ A1</u> SSD Number _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

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**.

Service Location Print
Application Number: 8001900642



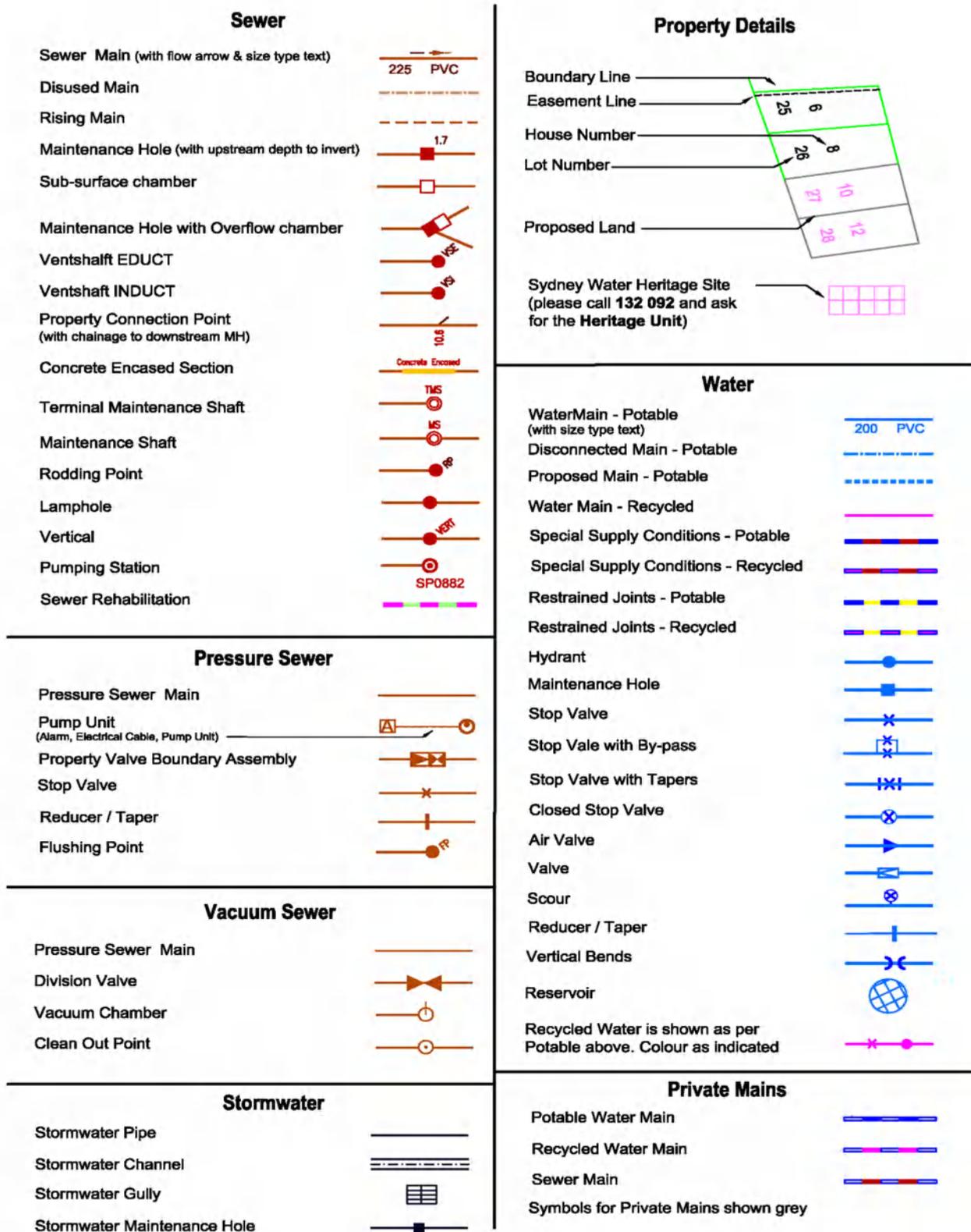
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Disclaimer

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



Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

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

Further Information

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

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

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

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