

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	GITTOES 61 Victoria Street, East Gosford NSW 2250 Contact: Lana Smith Tel: 02 4323 3811 Email: lanas@gittoes.com.au	
co-agent vendor	Nagarathna Kandan Kumar Kandan Kumar 15 Humber Place Ingleburn NSW 2565	
vendor's solicitor	Rams Family Lawyers Suite 3 & 4 Ground Level, 153 George Street Liverpool, NSW 1871	Phone: 02) 9602 3008 Fax: 02) 9602 4008 Email: br@ramsfamilylawyers.com.au
date for completion land (address, plan details and title reference)	42nd Unit 703, 277-279 Mann Street Gosford NSW 2250 Lot 25/SP 101708	day after the contract date (clause 15)

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

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

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

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

Choices

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

Nominated *Electronic Lodgment Network (ELN)* (clause 4): _____

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- 33 property certificate for strata common property
- 34 plan creating strata common property
- 35 strata by-laws
- 36 strata development contract or statement
- 37 strata management statement
- 38 strata renewal proposal
- 39 strata renewal plan
- 40 leasehold strata - lease of lot and common property
- 41 property certificate for neighbourhood property
- 42 plan creating neighbourhood property
- 43 neighbourhood development contract
- 44 neighbourhood management statement
- 45 property certificate for precinct property
- 46 plan creating precinct property
- 47 precinct development contract
- 48 precinct management statement
- 49 property certificate for community property
- 50 plan creating community property
- 51 community development contract
- 52 community management statement
- 53 document disclosing a change of by-laws
- 54 document disclosing a change in a development or management contract or statement
- 55 document disclosing a change in boundaries
- 56 information certificate under Strata Schemes Management Act 2015
- 57 information certificate under Community Land Management Act 2021
- 58 disclosure statement - off the plan contract
- 59 other document relevant to off the plan contract
- Other**
- 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other 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 party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the property made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the property or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can terminate if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to terminate is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until termination by the vendor or completion, subject to any existing right.

2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a bank, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to terminate. The right to terminate is lost as soon as –

3.5.1 the purchaser serves a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* it –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the *title*, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 6 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

SPECIAL CONDITIONS

Inconsistency with printed contract

If there is any inconsistency between the printed conditions and special conditions, the special conditions shall prevail.

(a) **Clause 7.1** –delete “that are not” and substitute “including”.

(b) **Clause 7.1.1** –delete “5%” and substitute “\$1.00”.

(c) **Clause 13.8** –delete.

(d) **Clause 20.6** – add the following:

“20.6.8 For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed except where:

20.6.8.1 the sender’s machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or

20.6.8.2 The time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9.00am on the next business day at that place”.

(e). **Clause 23.2.3** – delete the definition of ‘contribution’ and replace with:

‘contribution’ means a contribution to the administrative and sinking fund determined under section 76 and levied under section 78 of the *Strata Schemes Management Act 1996* (NSW) and any interest accrued and includes an amount payable under a by-law”.

(f). **Clause 23.9.1** –delete

Vendor's Agent

30. The Vendor warrants that he has not entered into this Agreement to sell the property through any real estate agent other than the real estate agent named herein.
31. The purchaser hereby indemnifies and agrees that at all times for the maximum period permitted by law of indemnity keep indemnified the vendor against any claims, commission, charge, expense, action, suit, proceedings, cost or demand whatsoever nature by any real estate agent or employee of such real estate agent (other than the vendor's agent herein named) who establishes that the purchaser was introduced to the vendor or to the property by any agent or employee of him.

Present Condition and State of Repair

32. The property, together with any appurtenances, thereto, is sold in its present condition and state of repair with all defects, if any, whether latent or patent and subject to any infestation and dilapidation, and the purchaser shall not make any objection, requisition, claim or be entitled to rescind or terminate this contract in relation to any or all the matters aforesaid.

Purchaser's Finance

33. It is agreed between the parties herein that section 124 (j) of the *Consumer Credit Administration (NSW) Act 1995* shall not apply to this contract. The purchaser warrants that they have obtained finance on reasonable terms for the purchase and agree that they are not entitled to terminate the contract under Section 124 (j) of the said Act.

No Warranty

34. The purchaser agrees that the vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations or the *Swimming Pools Act 1992*, or Regulations. The vendor made no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

Building Certificate

35. In the event that the purchaser applies to the Local Council for a Building Certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the purchaser at the purchaser's expense. The purchaser cannot require the vendor to comply with any work, any legislation or remedy any reason for Council's refusal to issue a certificate pursuant to the purchaser's application for building certificate.

Release of Deposit

36. The purchaser agrees to release the deposit to the vendor upon the condition that the vendor will only use the deposit for:
- (a) the vendor's stamp duty on this Property; or
 - (b) the purchase of another property; or
 - (c) the stamp duty and/or disbursements related to the purchase of another property.

No further authority or consent will be required from the purchaser other than as contained in this special condition.

Notice to Complete

37. It is expressly agreed between the parties that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonably and sufficient notice for that purpose. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete by the vendor, in addition to the balance of the price, the purchaser shall pay to the vendor the sum of one hundred fifty dollars (\$150.00) for legal costs incurred by the Vendor in issuing the notice to complete. The Purchaser must pay the costs to the Vendor's solicitor by a separate settlement cheque at completion of this Contract.

38. In the event completion does not take place at the time and date stipulated for completion or at mutually re-arranged time on the same day due to the fault of the Purchaser or their mortgagee and through no fault of the Vendor, then in addition to any other monies payable by the Purchaser on completion of the contract, the Purchaser shall pay \$110.00 (GST inclusive) on completion to cover the legal and other expenses resulting from the delay. The Purchaser must pay the costs to the Vendor's solicitor by a separate settlement cheque at completion of this Contract.

Interest

39. If the purchaser fails to complete the purchase by the time and date stipulated for completion of this contract the purchaser must pay to the vendor on completion, in addition to the balance of the price, interest on the balance calculated at the rate of ten per cent (10%) per annum computed from the date stipulated for completion in this contract to the date on which completion takes place. Payment of interest in accordance with this clause is an essential term of this contract. The clause does not apply if the failure of the purchaser to complete on the date stipulated in the contract is caused solely by the vendor.

Death, Mental Illness, Bankruptcy

40. If at any time prior to completion the vendor or purchaser (or any of them) dies or become mentally ill or being a company is wound up or go into liquidation then either party may at any time thereafter rescind the contract by notice in writing served on the other party.

Suitability

41. The purchaser cannot make any claim, objection, requisition, rescind or terminate the contract in respect of the suitability or lack of suitability of the property for any particular purpose.

Particulars of Title

42. The purchaser acknowledges that particulars of title sufficient to enable the purchaser to prepare the transfer are contained in this contract and are deemed to be served on the purchaser on the date of making this contract.

Requisitions on Title

43. The purchaser acknowledges that the only form of general Requisitions on Title that the purchaser shall be entitled to raise pursuant to clause 5 shall be in the form of Requisition on Title annexed to this contract.

Part Deposit Paid

44. It is agreed that if circumstances arise under this contract whereby the purchaser forfeits the deposit, the amount to be forfeited by the purchaser will be ten per cent (10%) of the sale price notwithstanding that the vendor had agreed to accept an amount less than ten per cent (10%) of the sale price as deposit to be paid by the purchaser on exchange of contracts.

Goods and Services Tax

45. The vendor and purchaser acknowledge and agree that the purchase price payable by the purchaser to the vendor as stated on the first page of this Contract does not include any amount payable pursuant to the New Tax System (Goods Services Tax) Act 1999, the New Tax System (Goods Services Tax Transition) Act 1999 or any cognate Legislation (the GST Legislation).
- (a) If any amount owed become payable pursuant to the GST Legislation then on completion, the purchaser shall pay the amount of GST to the vendor, being the amount of ten per cent (10%) of the purchase price.
 - (b) The purchaser acknowledges that this Special Condition is an essential term of the Contract.

Corporation as Purchaser

46. In any event that the purchaser is a company, the vendor may rescind this contract by notice in writing to the purchaser's solicitor and clause 19 applies if prior to completion the purchaser:

- (a) resolves to enter into liquidation or provisional liquidation.
- (b) has a summons presented for its winding up.
- (c) enters into any scheme or arrangement with its creditor under Part 5.1 of the Corporations Act; or
- (d) has any liquidator, provisional liquidator, receiver or official manager appointed.

Each of the persons in whose presence the common seal of the purchaser purports to have been so affixed, as if they had been named in this contract as purchasers.

Deed of Guarantee

47. In the event the purchaser is a company, as a condition of sale on the date of this contract, the purchaser must provide to the vendor a sealed Deed of Guarantee in the form attached to this Contract.

Survey

48. If a survey certificate is attached, the vendor does not warrant the accuracy and validity of such survey. The purchaser shall make no objection, requisition, or claim for compensation or damages in respect to such survey in relation to:

- (a) the fact that any building presently erected on the subject land may not comply in any way with the *Local Government Act 1919*, as amended or the Ordinances there under; or
- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land.

Purchaser's Acknowledgement

49. The purchaser acknowledges that he has not been introduced to enter into this contract by any statement, representation or warranty made or given by or on behalf of the vendor and has thoroughly inspected the premises being purchased and shall not raise any requisition, objection or claim for compensation in respect thereof.

Keys

50. Upon completion the Vendor will provide the purchaser with all keys in Vendor's possession. The purchaser will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the property.

Incorrect calculations

51. Each party agrees that if on completion any apportionment of payments due to be paid under this Contract is overlooked or incorrectly calculated, each party will forthwith rectify the calculation upon being so requested by the other party, and pay such amount to the other party upon rectification. This clause shall not merge on completion.

Settlement via PEXA

52. The vendor and purchaser agree that completion of this Contract will take place through PEXA and that the purchaser shall ensure that its legal representative/conveyancer is registered with PEXA for purposes of completion of this contract.
53. In the event that completion does not take place through PEXA as a result of the purchaser's legal representative/conveyancer not being registered with PEXA, then the purchaser will pay to the vendor the sum of \$330.00 (inclusive of GST) on completion of the Contract, such amount to be paid in addition to the Purchase Price as an adjustment at completion

RESIDENTIAL WITHHOLDING PAYMENT

54. This special condition applies if 14-E of Schedule 1 of the Taxation Administration Act 1953 (The Tax Act) applies to the sale of the Property.
- (a) If this clause applies, the Vendor is deemed to satisfy its requirements under The Tax Act by notice under this Contract, and the Purchaser agrees to comply with their obligations under the Residential Withholding payment scheme under The Tax Act and provided the Purchaser complies with its obligations under this Contract, the parties agree to adjust the balance of the Purchase Price on Completion to all for the Residential Withholding Payment.
- (b) The Purchaser warrants that it will comply with its obligations under The Tax Act and produce on Completion either:
- i. Written evidence that the Residential Withholding Payment has been paid to the Australian Taxation Office in relation to the Property; or
 - ii. A bank cheque payable to the Deputy Commissioner of Taxation for the Residential Withholding Payment,
- (c) If the Purchaser provides payment in accordance with clause 54 (b) above, the Purchaser warrants to provide the bank cheque to the Australian Taxation Office as soon as practicable after Completion and within the time provided under The Tax Act.

- (d) If the Purchaser does not comply with this special condition 54, then the Vendor may delay Completion and charge interest in accordance with this Contract, until such time the Purchaser has complied with its obligations under this clause.
- (e) In the event the Purchaser does not pay the Residential Withholding Payment to the Australian Taxation Office or does not produce a bank cheque at completion in accordance with this clause, the Vendor retains the right to payment of the full consideration payable under this Contract.
- (f) This clause does not merge on completion.
- (g) The Purchaser indemnifies the Vendor from any interest, penalty and or legal and or accounting costs that may be incurred by the Vendor due to the Purchasers failure to comply with this clause or their requirements under the Tax Act, and includes but is not limited to non-payment or delay in payment following Completion, even if such delay is incurred due to a third party. This clause will not merge on completion.
- (h) The Purchaser may not make any claim, requisition or delay Completion on account of any item arising out of this clause.

Deed of Guarantee

1. This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
2. The word *guarantor* means each director of the purchaser as at the date of this contract.
3. If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.
4. In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
 - (a). payment of all money payable by the purchaser under this contract; and
 - (b). the performance of all of the purchaser's other obligations under this contract.
5. The guarantor:
 - (a). indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - (b). must pay on demand any money due to the vendor under this indemnity.
6. The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - (a). the performance by the purchaser of its obligations under this contract; and
 - (b). any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
7. The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
8. If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
9. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - (a). the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b). the release or discharge of any person;
 - (c). an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - (d). any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - (e). payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f). the winding up of the purchaser.

10. The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

11. This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

12. This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness

Cooling-off Certificate

I, _____
of _____

in the State of New South Wales, certify as follows:-

- (a) I am a Solicitor currently admitted to practise in New South Wales.
- (b) 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 known as :

Unit 703/277-279 Mann Street, Gosford NSW 2250

in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to
the purchasers –
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, that is, that the cooling-off period under Section 66S of the *Conveyancing Act* is there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Nagarathna Kandan Kumar & Kandan Kumar
Purchaser:
Property: Unit 703/277-279 Mann Street, Gosford NSW 2250

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
(a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
(b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Horne Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- when did construction of the swimming pool commence?
 - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - Is the vendor aware of:
 - any road, drain, sewer or storm water channel which intersects or runs through them?
 - any dedication to or use by the public of any right of way or other easement over any part of them?
 - any latent defects in them?
 - Has the vendor any notice or knowledge of them being affected by the following:
 - any resumption or acquisition or proposed resumption or acquisition?
 - any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining them?
 - any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



LAND
REGISTRY
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 25/SP101708

SEARCH DATE	TIME	EDITION NO	DATE
19/3/2024	3:00 PM	3	1/10/2021

LAND

LOT 25 IN STRATA PLAN 101708
AT GOSFORD
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

NAGARATHNA KANDAN KUMAR
KANDAN KUMAR
AS JOINT TENANTS

(T AQ521346)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101708
- 2 AR483395 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dda2760000

PRINTED ON 19/3/2024



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101708

SEARCH DATE	TIME	EDITION NO	DATE
21/3/2024	11:39 AM	4	23/2/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101708
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GOSFORD
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF GOSFORD COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP101708

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101708
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1264361
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP101708
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 5 DP1264361 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 6 DP1264361 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1264361 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1264361 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1264361 EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1264361 POSITIVE COVENANT
- 11 DP1264361 RESTRICTION(S) ON THE USE OF LAND

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 21/3/2024

FOLIO: CP/SP101708

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- 12 DP1264361 EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 AQ243613 EASEMENT FOR ACCESS AND WORKS APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING LOTS 1-4 IN DP1142619 AND COMMON PROPERTY SP82957
- 14 AQ243613 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING LOTS 1-4 IN DP1142619 AND COMMON PROPERTY SP82957
- 15 AQ663784 INITIAL PERIOD EXPIRED
- 16 AS875102 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 5000)

STRATA PLAN 101708

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 85	2	- 85	3	- 83	4	- 107
5	- 105	6	- 83	7	- 83	8	- 78
9	- 98	10	- 98	11	- 83	12	- 83
13	- 79	14	- 86	15	- 64	16	- 84
17	- 84	18	- 84	19	- 80	20	- 87
21	- 64	22	- 85	23	- 85	24	- 85
25	- 81	26	- 88	27	- 65	28	- 89
29	- 89	30	- 86	31	- 82	32	- 86
33	- 63	34	- 87	35	- 87	36	- 87
37	- 83	38	- 102	39	- 102	40	- 88
41	- 88	42	- 84	43	- 103	44	- 102
45	- 88	46	- 88	47	- 86	48	- 104
49	- 103	50	- 89	51	- 89	52	- 88
53	- 108	54	- 104	55	- 91	56	- 91
57	- 89						

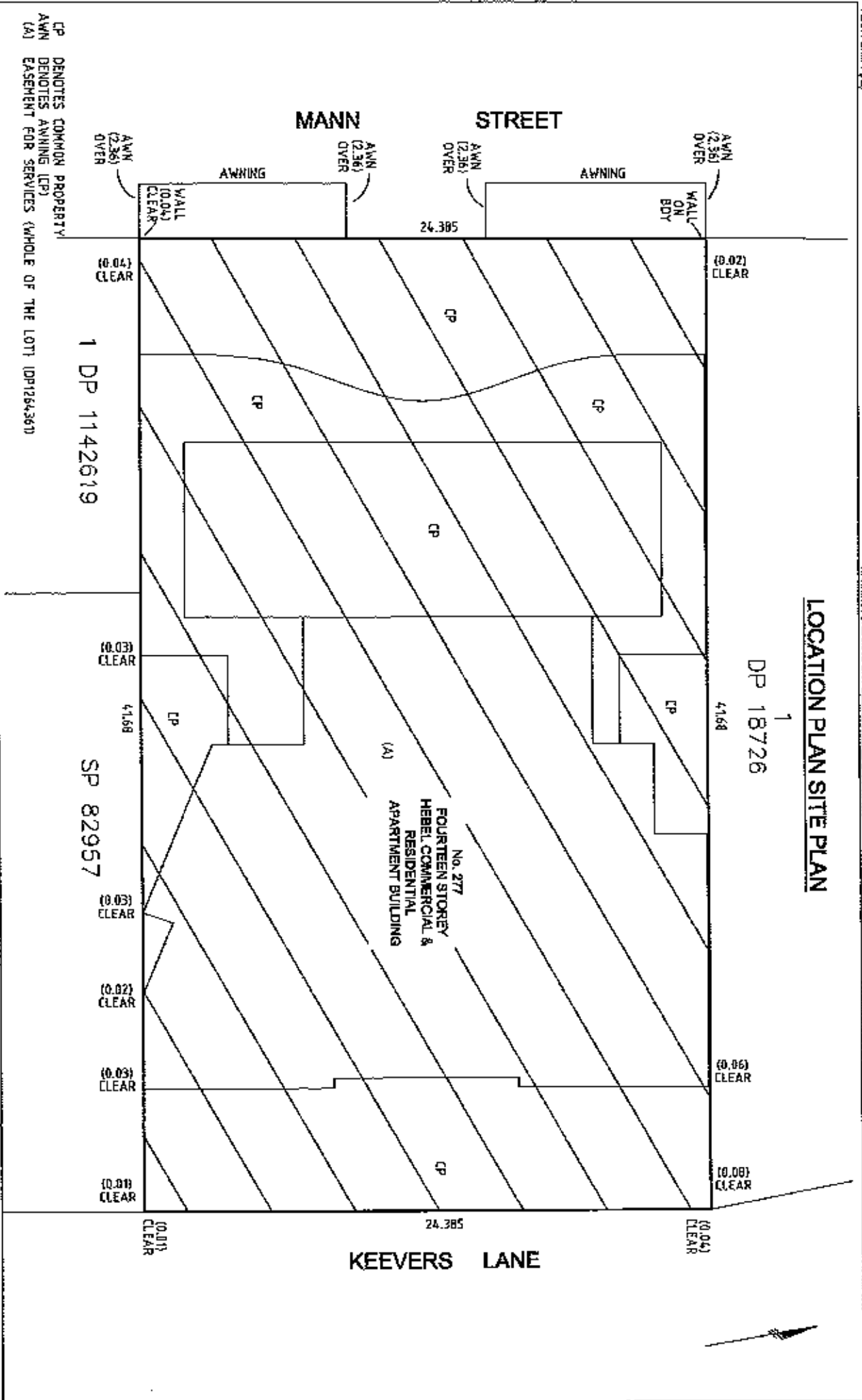
NOTATIONS


UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

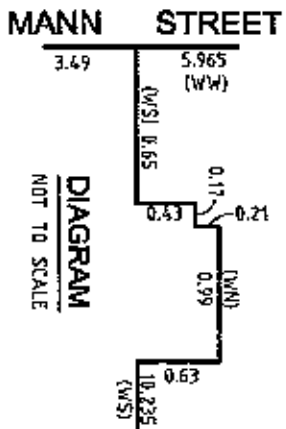
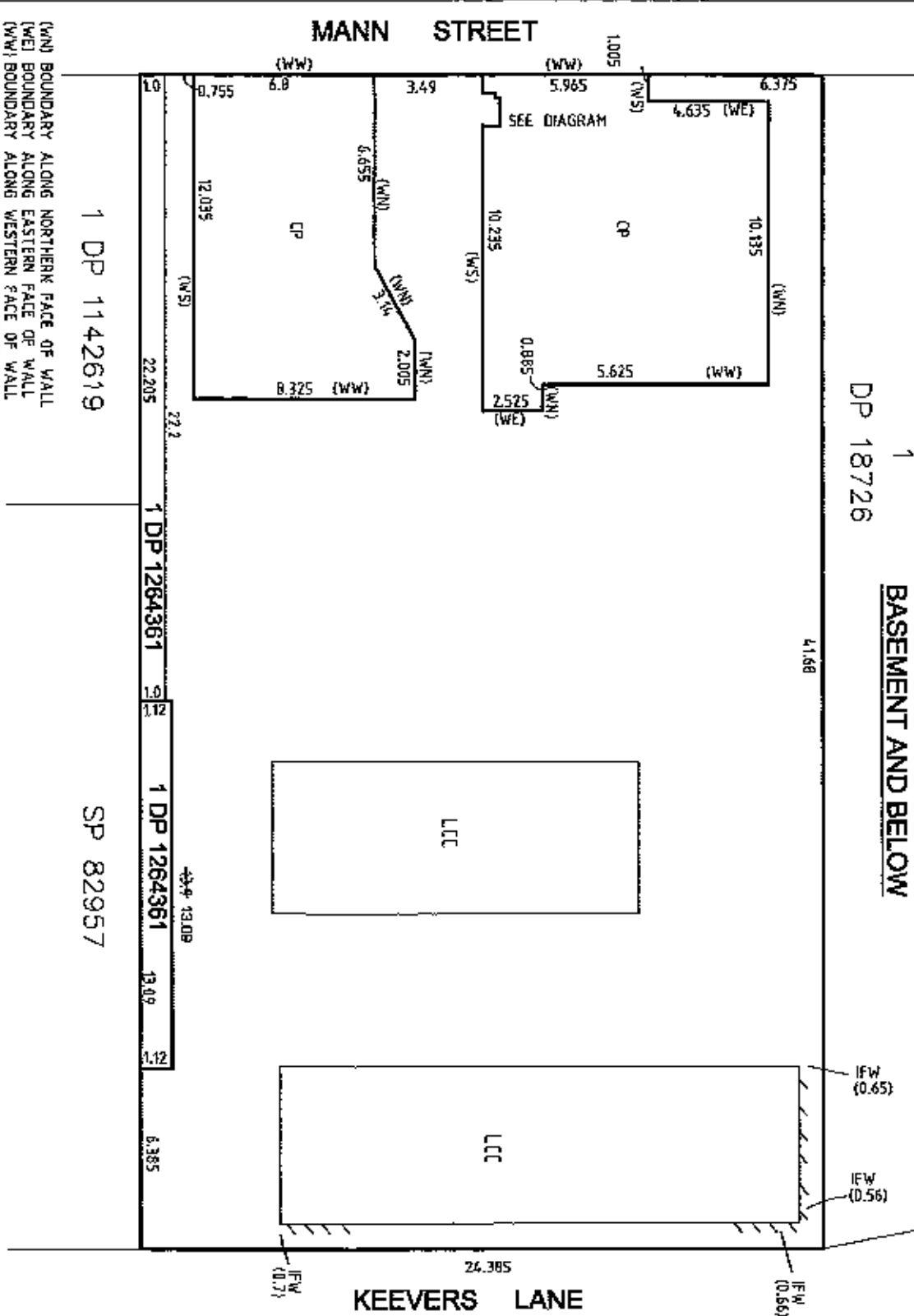
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PRINTED ON 21/3/2024



<p>SUPERVISOR Name: HUY DUC KHUAN THAI Date: 28.03.2020 Reference: 160899-SP</p>	<p>PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361</p>	<p>L.G.A.: CENTRAL COAST Locality: GOSFORD Production Ratio 1: 150 <i>Lengths are in metres.</i></p>	<p>Registered:  18/09/2020</p>	<p>SP101708</p>
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1
 DP 18726
LOCATION PLAN
BASEMENT AND BELOW




(WN) BOUNDARY ALONG NORTHERN FACE OF WALL
 (WE) BOUNDARY ALONG EASTERN FACE OF WALL
 (WS) BOUNDARY ALONG WESTERN FACE OF WALL
 (NW) BOUNDARY ALONG SOUTHERN FACE OF WALL
 (NE) DENOTES INSIDE FACE OF CONCRETE WALL
 (SE) DENOTES LOWER CARSTACKER
 (SW) DENOTES COMMON PROPERTY

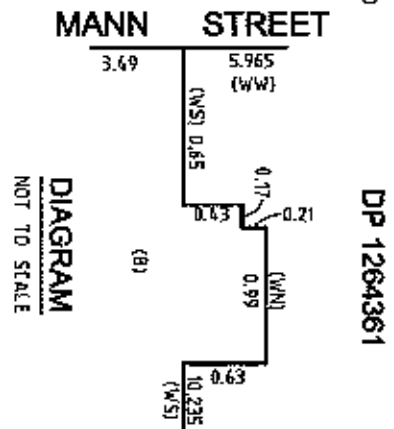
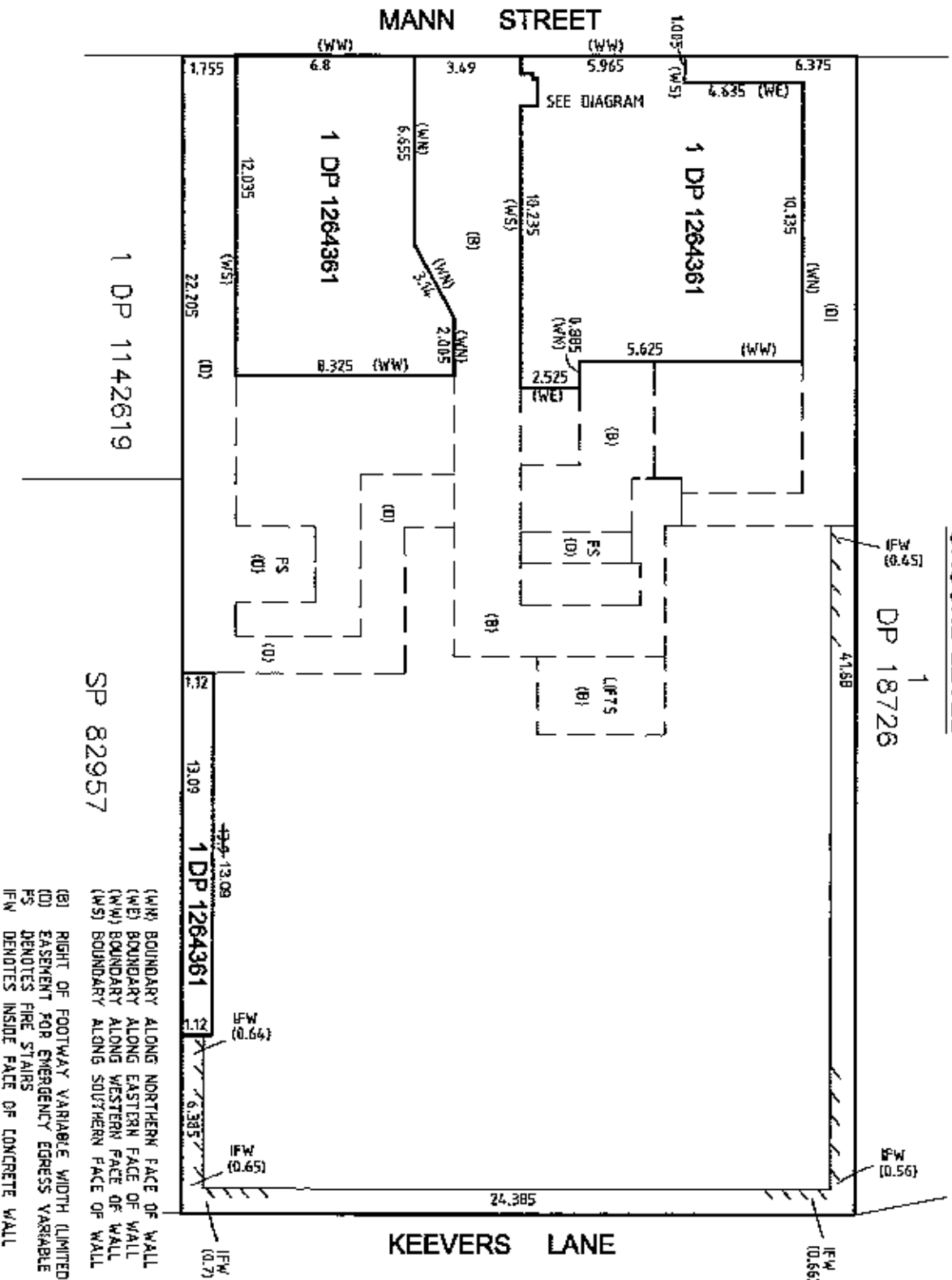
1 DP 1142619

SP 82957

1 DP 1264361 9/21 1 DP 1264361 13/09 1 DP 1264361 6/385

SURVEYOR Name: HUY DUC XUAN THANH Date: 23.09.2020 Reference: 180069-SP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361	L.G.A.: CENTRAL COAST Locality: GOSFORD Reduction Ratio: 1: 150 Lengths are in meters.	Registered:  18/09/2020	SP101708
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**LOCATION PLAN
GROUND LEVEL**



(WN) BOUNDARY ALONG NORTHERN FACE OF WALL
 (WE) BOUNDARY ALONG EASTERN FACE OF WALL
 (WW) BOUNDARY ALONG WESTERN FACE OF WALL
 (WS) BOUNDARY ALONG SOUTHERN FACE OF WALL
 (B) RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1264361)
 (D) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1264361)
 FS DENOTES FIRE STAIRS
 IFW DENOTES INSIDE FACE OF CONCRETE WALL

SUBJECT
 Name: HUY DUC XUAN TRAN
 Date: 23/03/2020
 Reference: 180957-SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361

LGA: CENTRAL COAST
 Locality: GOSFORD
 Reduction Ratio: 1:150
 Lengths in metres

Registered:
 19/09/2020

SP101708

LOCATION PLAN

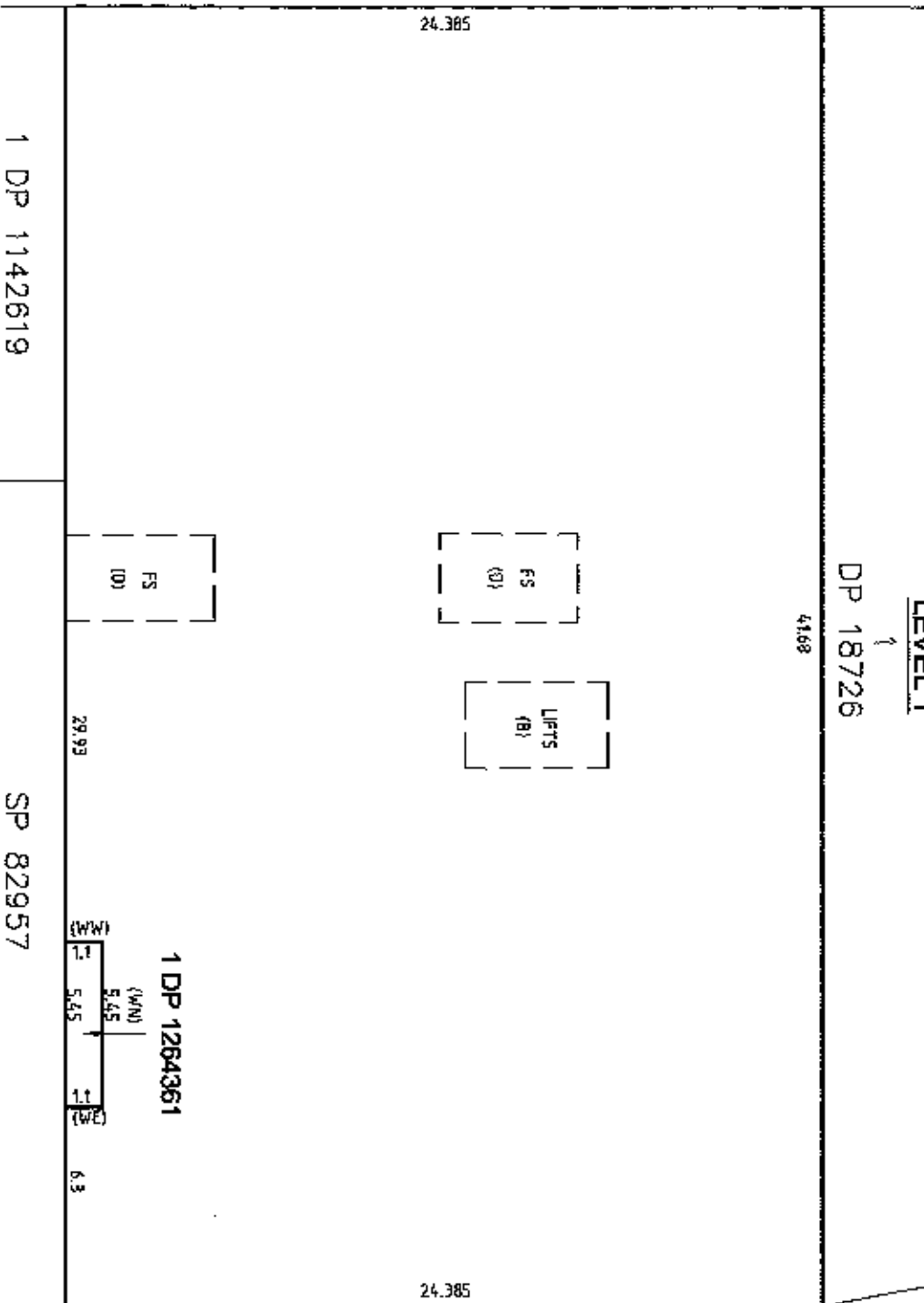
LEVEL 1

DP 18726

4168

MANN STREET

KEEVERS LANE



1 DP 1142619

SP 82957

1 DP 1264361

- (B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1264361)
- (D) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1264361)
- FS DENOTES FIRE STAIRS
- (W) BOUNDARY ALONG EASTERN FACE OF WALL
- (W) BOUNDARY ALONG WESTERN FACE OF WALL
- (N) BOUNDARY ALONG NORTHERN FACE OF WALL

SURVEYOR

Name: HUI/DUC XUAN THAI

Date: 28/03/2020

Reference: 102059-SP

PLAN OF SUBMISSION OF LOT 2 IN DP 1264361

L.G.A.: CENTRAL COAST

Locality: GOSFORD

Reduction Ratio 1: 150

Lengths are in meters.

Registered:

18/09/2020

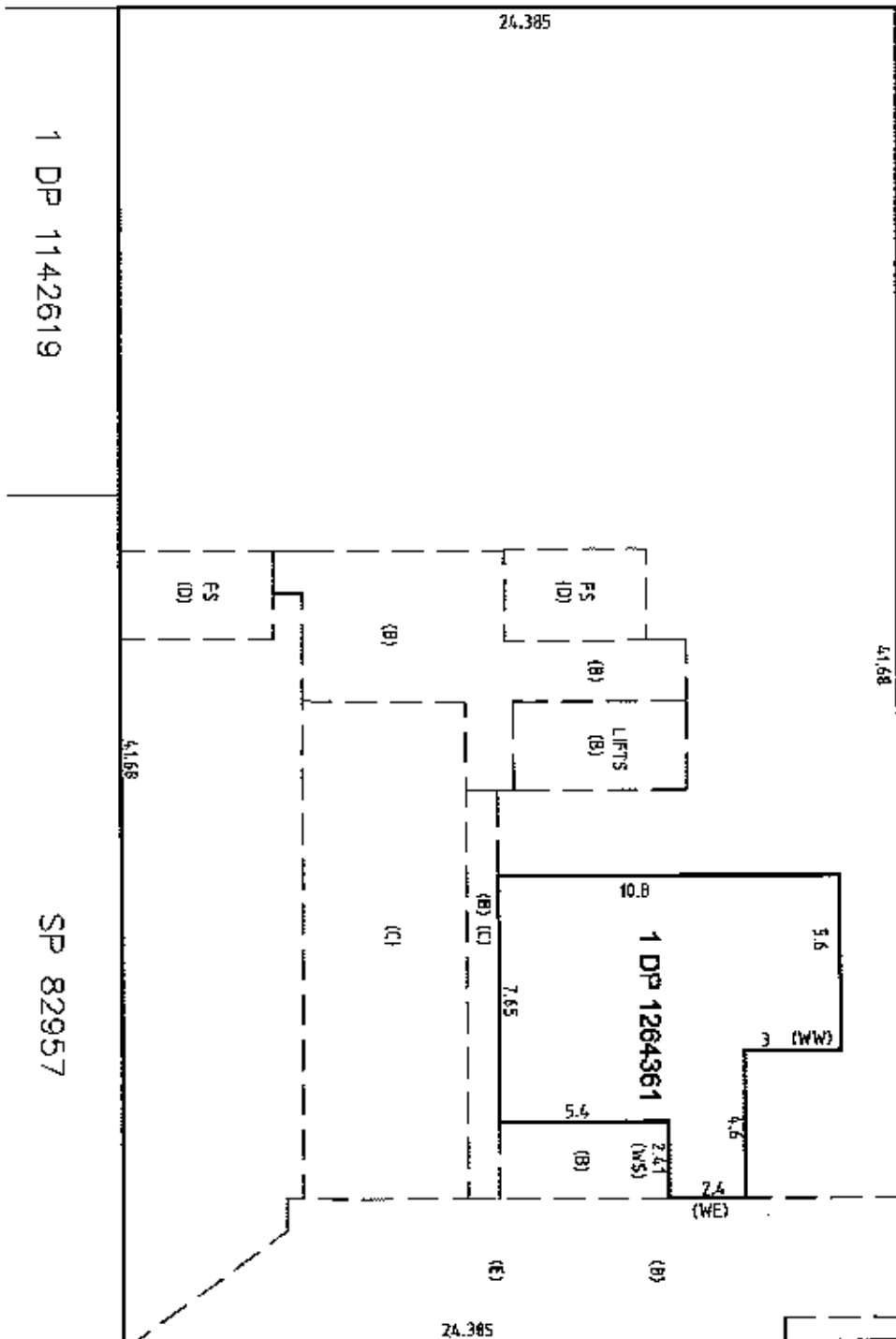
SP101708

LOCATION PLAN

LEVEL 2

MANN STREET

1
DP 18726



1 DP 1142619

SP 82957


- (B) RIGHT OF FOOTWAY VARIABLE WIDTH (LAPPED N. STRUTTING) (DP 1264361)
- (C) RIGHT OF CARPARK/DRIVEWAY VARIABLE WIDTH (LIMITED IN STRUTTING) (DP 1264361)
- (D) EASTERN FIRE ESCAPE VARIABLE WIDTH (LIMITED IN STRUTTING) (DP 1264361)
- (E) EASTERN FIRE ESCAPE COLLECTOR VARIABLE WIDTH (LIMITED IN STRUTTING) (DP 1264361)
- (FS) DENOTES FIRE STAIRS
- (NS) BOUNDARY ALONG EASTERN FACE OF WALL
- (WE) BOUNDARY ALONG WESTERN FACE OF WALL
- (WS) BOUNDARY ALONG SOUTHERN FACE OF WALL

SURVEYOR

Name: **HUY DUC XUAN THAI**
 Date: **29.03.2020**
 Reference: **180069-SP**

PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361

LGA: **CENTRAL COAST**
 Locality: **GOSFORD**
 Production Ratio: **1:160**
 Lengths are in metres

Registered:

18/09/2020

SP101708

LOCATION PLAN
LEVEL 3 & ABOVE

1
DP 18726

4.168

MANN STREET

24.385


24.385

KEEVERS LANE

4.168

1 DP 1142619

SP 82957

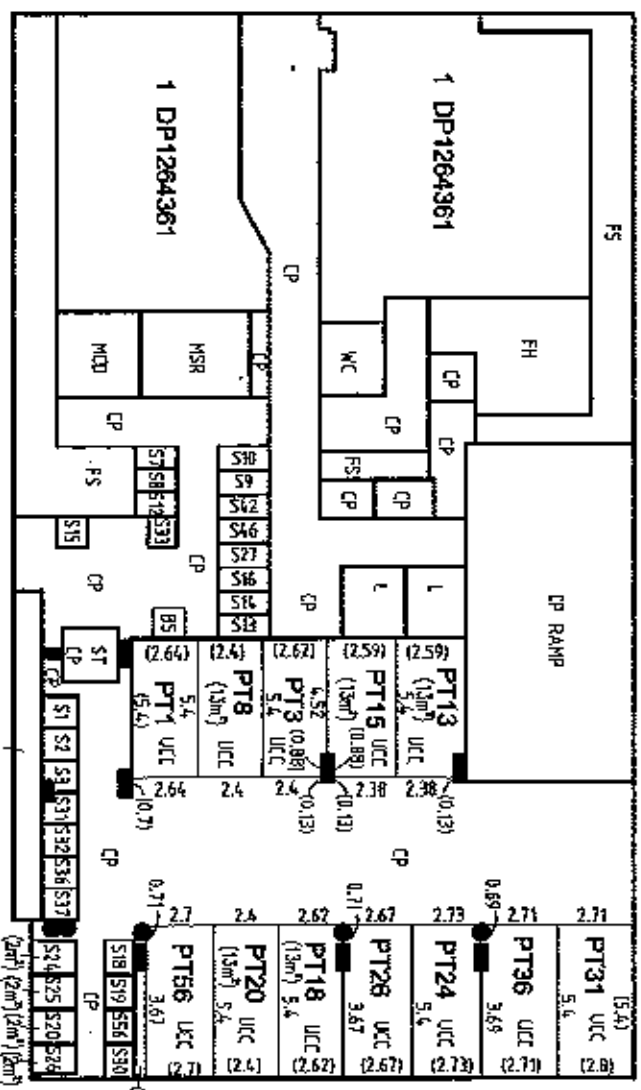
SUPERVISOR Name: HUYNH DUC XUAN THAI Date: 23/03/2020 Reference: 190065-SP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1284361	L.G.A.: CENTRAL COAST Locality: GOSFORD Production Ratio 1: 150 <small>Legends are in metres.</small>	Registered:  18/09/2020	SP101708
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NOTES
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

PT14 10.88 (13m ²) 5.4 LCC	PT16 LCC (13m ²) 10.88	PT17 LCC 5.4 (2.62)	PT12 LCC 5.4 (2.6)	PT2 LCC 5.4 (2.64)	PT32 LCC (5.4) 5.4	PT37 LCC 3.69	PT25 LCC 5.4 (2.2)	PT19 LCC (13m ²) 5.4 (2.62)	PT27 LCC 3.67 (2.67)	PT21 LCC (13m ²) 5.4 (2.6)	PT30 LCC 3.67 (2.6)
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BASEMENT

- CP DENOTES COMMON PROPERTY
- FS DENOTES FIRE STAIRS (CPI)
- S DENOTES STORAGE
- ST DENOTES STAIRS
- L DENOTES LIFT (CPI)
- FH DENOTES FIRE HYDRANT PUMP AND VALVE ROOM (CPI)
- MSR DENOTES MECHANICAL SWITCH ROOM (CPI)
- WC DENOTES ACCESSIBLE TOILET (CPI)
- MCD DENOTES MAIN CAMPUS DISTRIBUTOR (CPI)
- BS DENOTES BICYCLE SPACE (CPI)
- LCC DENOTES LOWER CARSTACKER CARSPACE
- UCC DENOTES UPPER CARSTACKER CARSPACE



GROUND LEVEL

- STORAGE AREA 1m² UNLESS SHOWN OTHERWISE.
- CAR SPACE AREA IS 14m² UNLESS SHOWN OTHERWISE.
- ALL ANGLES AT 90° UNLESS SHOWN OTHERWISE.
- DENOTES PROLONGATION OF CENTRE OF COLUMN UNLESS SHOWN OTHERWISE
- DENOTES PROLONGATION OF FACE OF COLUMN
- THE ENTRY OF THE CAR STACKERS AT GROUND LEVEL IS COMMON PROPERTY TO WHICH COMMON PROPERTY BY-LAWS APPLY.

- THE STRUTUM OF THE LOWER CAR STACKER CAR SPACE FOR LOTS 34,36,37,25,27,19,21 & 30 ARE LIMITED IN HEIGHT TO 0.05 METRES BELOW THE UPPER SURFACE OF THE ADJOINING CONCRETE ENTRY GROUND FLOOR LEVEL AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE BASEMENT FLOOR BELOW.
- THE STRUTUM OF THE UPPER CAR STACKER CAR SPACE FOR LOTS 13,15,30,1,31,26,24,26,18,20 & 56 ARE LIMITED IN DEPTH TO 2.3 METRES BELOW THE UNDERSIDE OF THE RESPECTIVE GROUND FLOOR CONCRETE CEILING.
- THE MOVEABLE METAL CAR STACKERS AND ALL ASSOCIATED MECHANICAL PARTS ARE COMMON PROPERTY.

SURVEYOR
 Name: HUY DUC XUAN THAI
 Date: 23/09/2020
 Reference: 180859-SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361

L.G.A: CENTRAL COAST
 Locality: GOSFORD
 Production Ratio: 1: 200
 Lengths are in metres

Registered:
 18/09/2020

SP101708

NOTES

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

- CP DENOTES COMMON PROPERTY
 - CS DENOTES CAR SPACE
 - ACS DENOTES ACCESSIBLE CAR SPACE
 - VP DENOTES VISITOR PARKING (CP)
 - FS DENOTES FIRE STAIRS (TP)
 - S DENOTES STORAGE
 - L DENOTES LIFT (CP)
 - SZ DENOTES SHARED ZONE (CP)
 - PL DENOTES PROLONGATION OF FACE OF WALL
- STORAGE AREA 1m² UNLESS SHOWN OTHERWISE.
 CAR SPACE AREA IS 18m² UNLESS SHOWN OTHERWISE.
 ALL ANGLES AT 90° UNLESS SHOWN OTHERWISE.
- DENOTES PROLONGATION OF CENTRE OF COLUMN UNLESS SHOWN OTHERWISE
- DENOTES PROLONGATION OF FACE OF COLUMN

SURVEYOR
 NAME: HUI DUC XUAN YUAN
 DATE: 23/03/2020
 REFERENCE: 180289P-SP

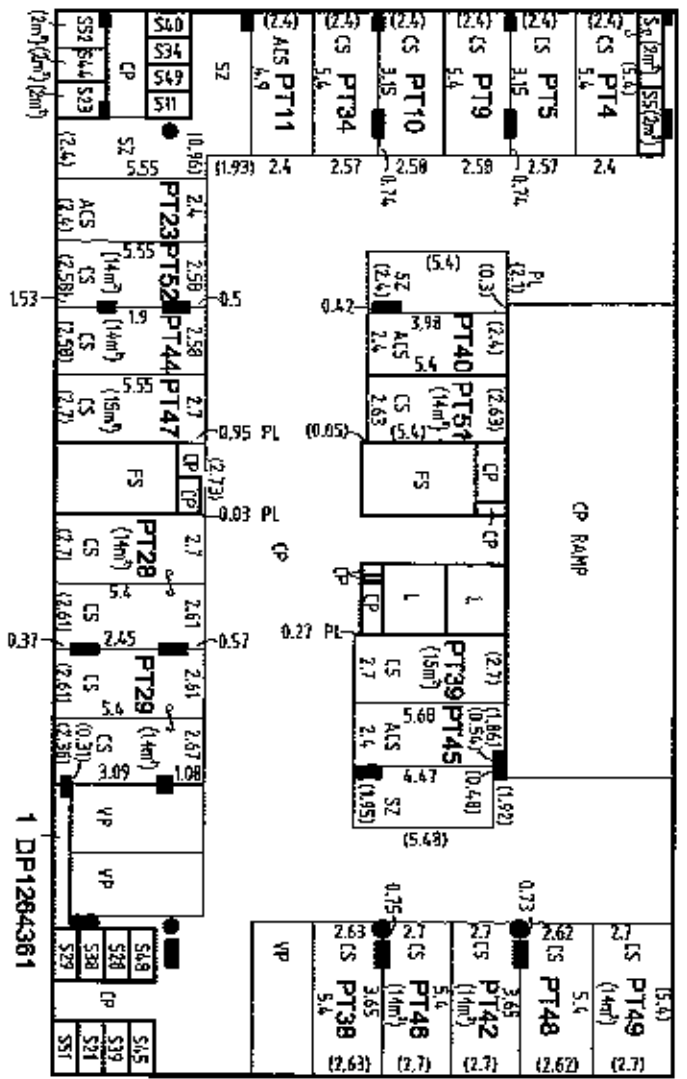
PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361

LGA: CENTRAL COAST
 LOCALITY: GOSFORD
 PRODUCTION PLAN: 200
 LENGTHS ARE IN METRES

REGISTERED:

 18/09/2020

SP101708

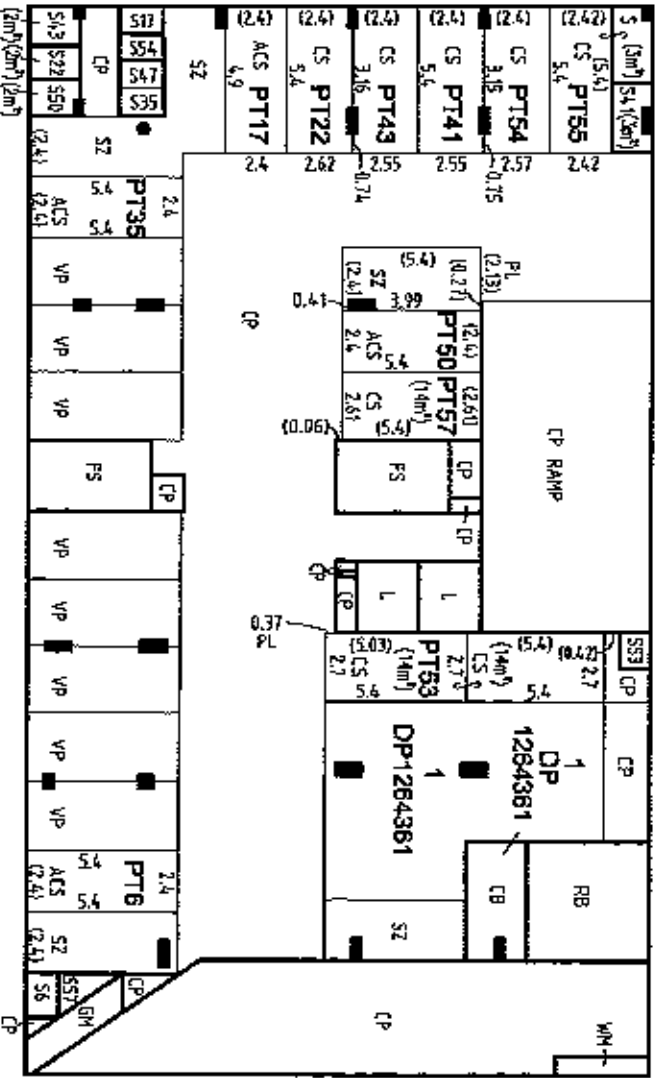


- 55 PT5
- 540 PT40
- 534 PT34
- 549 PT49
- 531 PT11
- 552 PT52
- 544 PT44
- 523 PT23
- 548 PT48
- 528 PT28
- 538 PT38
- 529 PT29
- 545 PT45
- 539 PT39
- 521 PT21
- 551 PT51

NOTES
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- ACS DENOTES ACCESSIBLE CAR SPACE
- VP DENOTES VISITOR PARKING (CP)
- FS DENOTES FIRE STAIRS (CP)
- S DENOTES STORAGE
- L DENOTES LEFT (CP)
- WM DENOTES WATER METER (CP)
- GM DENOTES GAS METER (CP)
- RB DENOTES RESIDENTIAL BINS (CP)
- CB DENOTES COMMERCIAL BINS
- SZ DENOTES SHARED ZONE (CP)
- PL DENOTES PROLONGATION OF FACE OF WALL

- STORAGE AREA 1m² UNLESS SHOWN OTHERWISE.
- CAR SPACE AREA 1S 13m² UNLESS SHOWN OTHERWISE.
- ALL ANGLES AT 90° UNLESS SHOWN OTHERWISE.
- DENOTES PROLONGATION OF CENTRE OF COLUMN UNLESS SHOWN OTHERWISE
- DENOTES PROLONGATION OF FACE OF COLUMN



- S41 PT41
- S17 PT17
- S54 PT54
- S47 PT47
- S35 PT35
- S43 PT43
- S22 PT22
- S30 PT50
- S53 PT53
- S57 PT57
- S6 PT6

LEVEL 2

SURVEYOR
 Name: HUY DUC KIUAN THAI
 Date: 23.08.2020
 Reference: 180389-SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361

L.G.A.: CENTRAL COAST
 Locality: GOSFORD
 Production Ratio: 200
 Lengths are in metres.

Registered:
 18/09/2020

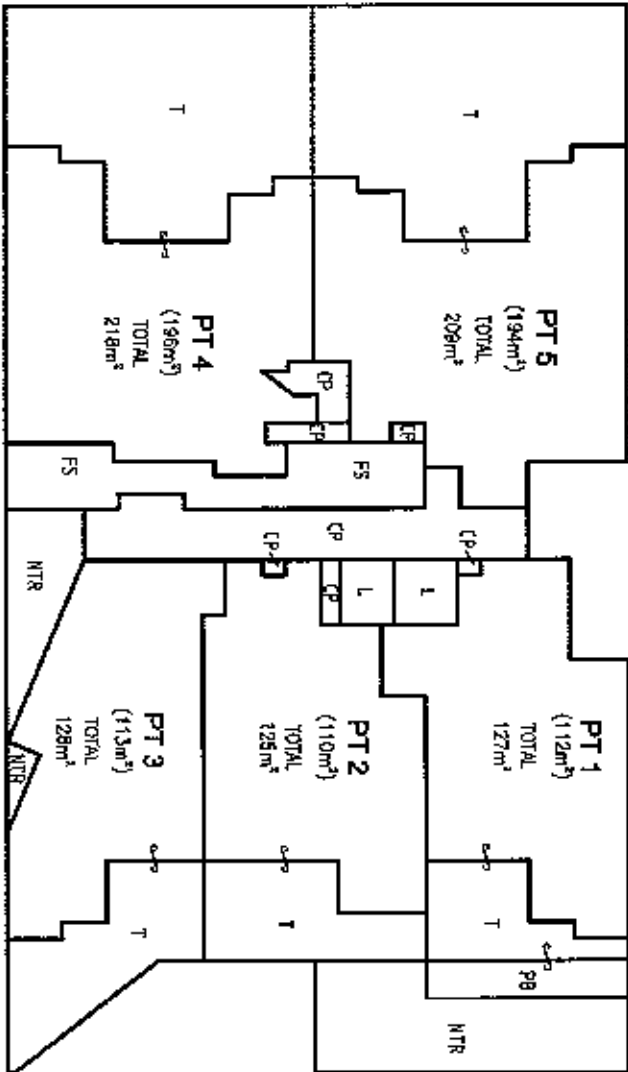
SP101708

NOTES

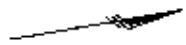
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

- CP DENOTES COMMON PROPERTY
- T DENOTES TERRACE
- PB DENOTES PLANTER BOX
- F5 DENOTES FIRE STAIRS (CP)
- L DENOTES LIFT (CP)
- NTR DENOTES NON TRAFFICABLE ROAD (CP)

THE STRATUM OF THE TERRACES & PLANTER BOX ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.



LEVEL 3



SURVEYOR

Name: HUY DUC XUAN THAM

Date: 23/09/2020

Reference: 18099-SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361

L.G.A: CENTRAL COAST

Locality: GOSFORD

Reduction Ratio: 1: 200

Lengths are in metres.

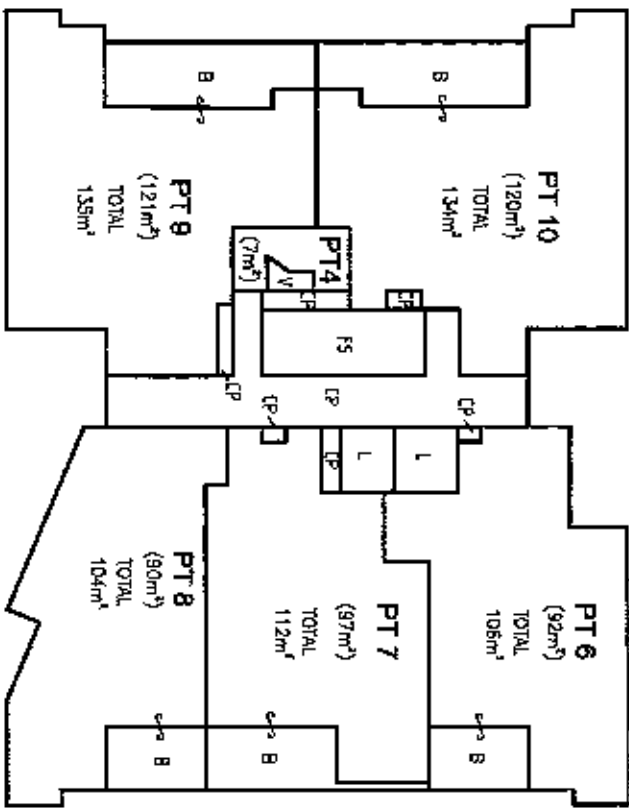
Registered:

18/09/2020

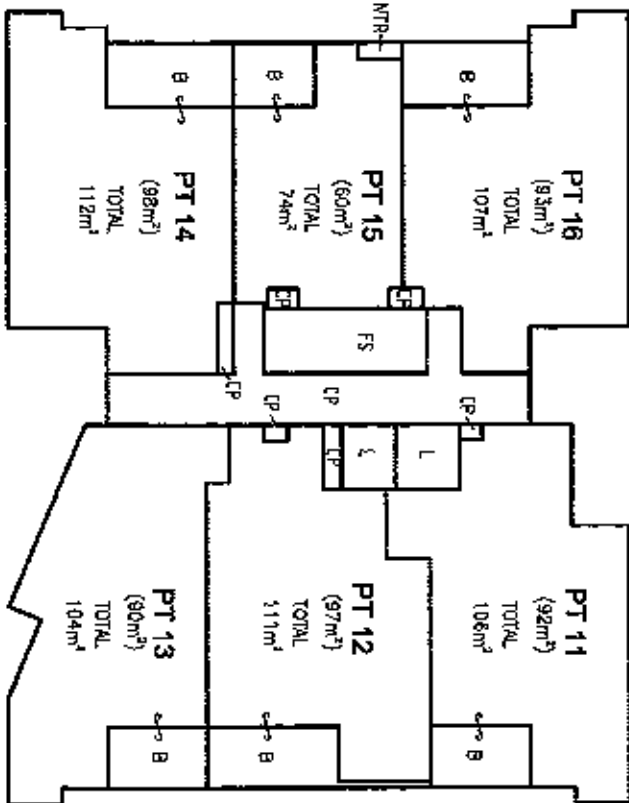
SP101708

NOTES

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE



LEVEL 4



LEVEL 5

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONIES
- FS DENOTES FIRE STAIRS (CP)
- L DENOTES LIFT (CP)
- V DENOTES VOID
- NTR DENOTES NON TRAFFICABLE ROOF (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR

Name: HUY DUC XUAN THAI

Date: 23.03.2020

Reference: 180855-SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 126436-1

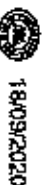
L.G.A: CENTRAL COAST

Locality: GOSFORD

Production Ratio 1: 200

Lengths are in metres.

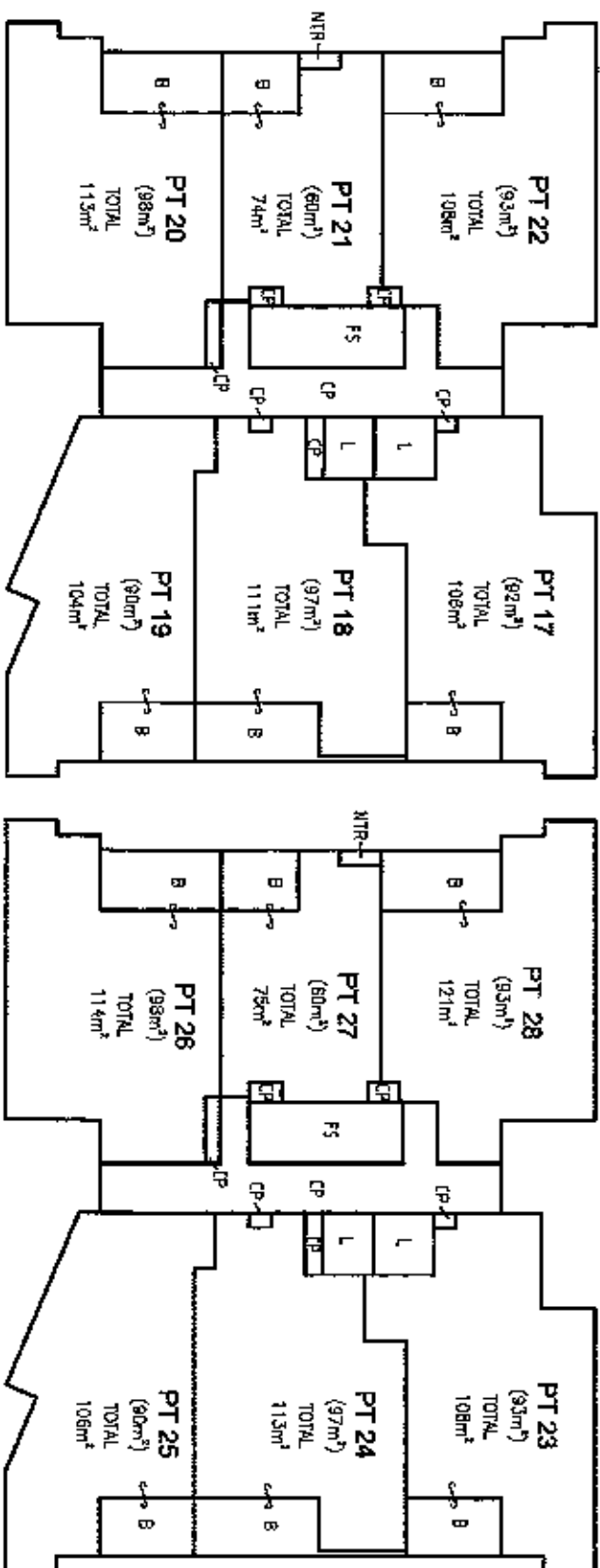
Registered:



SP101708

NOTES

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE



LEVEL 6

LEVEL 7

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONIES
 FS DENOTES FIRE STAIRS (CP)
 L DENOTES LIFT (CP)
 NTR DENOTES NON TRAFFICABLE ROOF (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SUBJECTOR

Name: HUY DUC XUAN THANH

Date: 23.03.2020

Reference: 1900859-SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361

L.G.A: CENTRAL COAST

Locality: GOSFORD

Reduction Ratio: 200

Lengths in metres

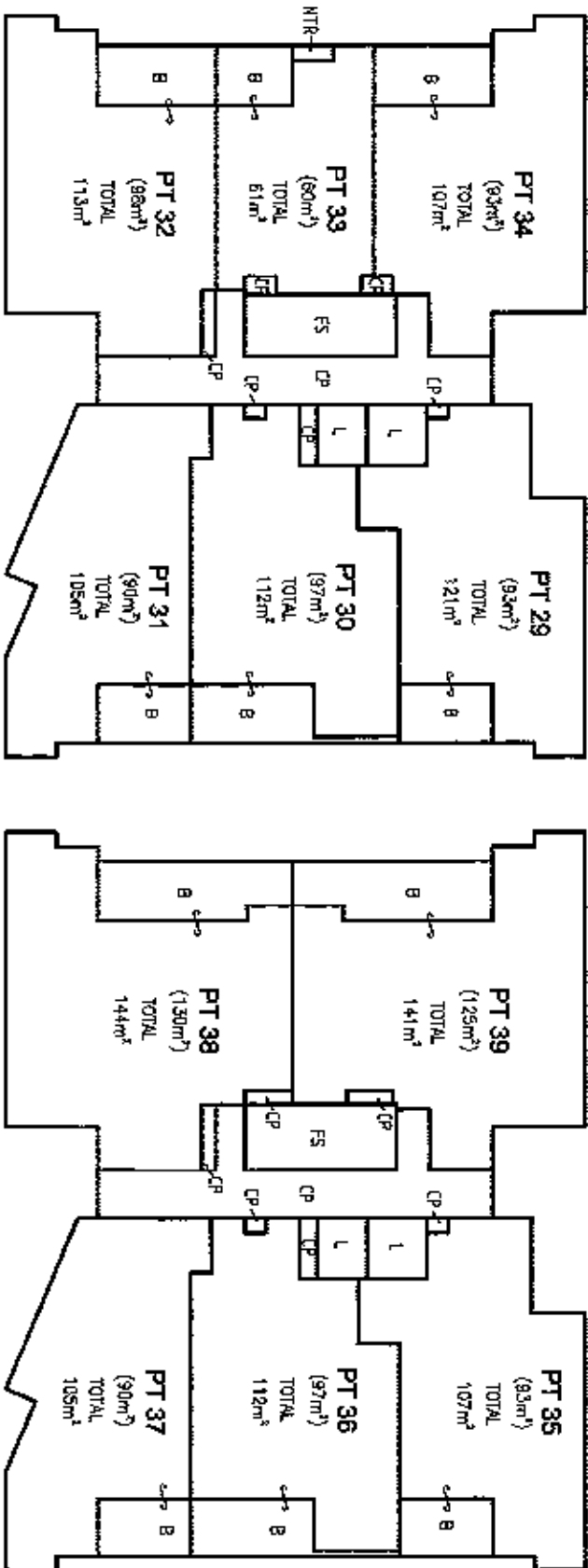
Registered:

19/09/2020



SP101708

NOTES
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA
 SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE



CP DENOTES COMMON PROPERTY
 B DENOTES BALCONIES
 FS DENOTES FIRE STAIRS (CP)
 L DENOTES LIFT (CP)
 NTR DENOTES NON TRAFFICABLE ROOF (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED
 IN HEIGHT TO 25 METRES ABOVE THEIR
 RESPECTIVE UPPER CONCRETE FLOOR SURFACE
 EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR
 Name: HUYNH DUONG QUANTHAN
 Date: 28/09/2020
 Reference: 162033-SP

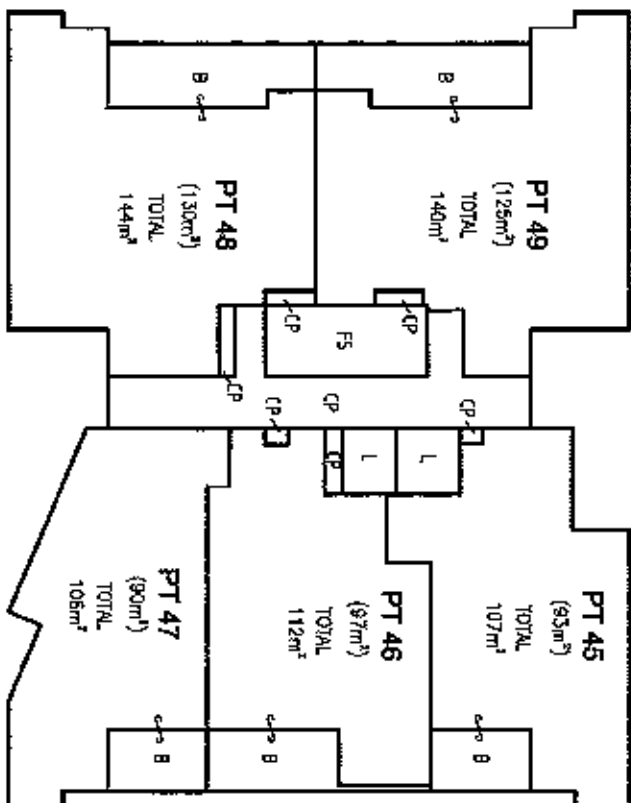
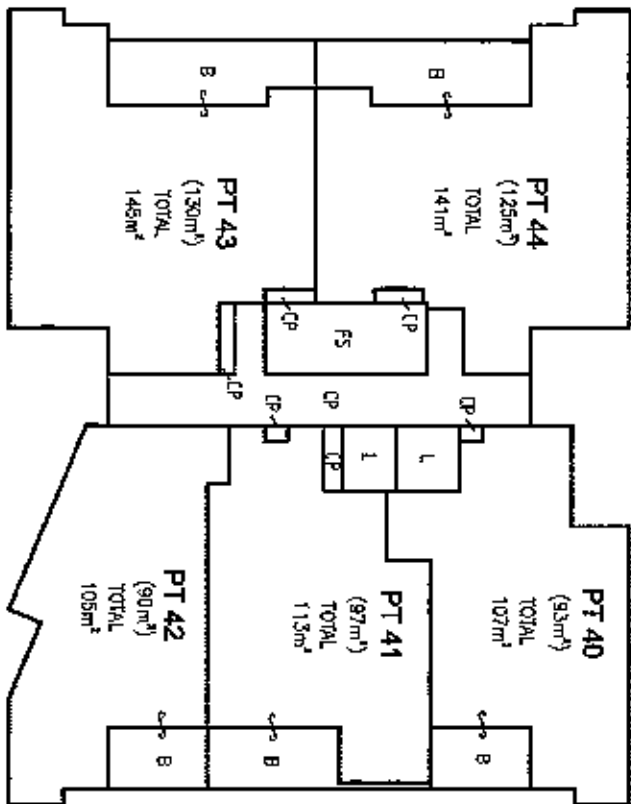
PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361

LGA: CENTRAL COAST
 Locality: GOSFORD
 Production Ratio: 200
 Landcote and in meters.

Registered:
 18/09/2020

SP101708

NOTES
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE



CP DENOTES COMMON PROPERTY
B DENOTES BALCONIES
FS DENOTES FIRE STAIRS (FP)
L DENOTES LIFT (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED
IN HEIGHT TO 2.5 METRES ABOVE THEIR
RESPECTIVE UPPER CONCRETE FLOOR SURFACE
EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR

Name: HUIYU DUC XUAN THAI
Date: 23.03.2020
References: 1605SP-SP

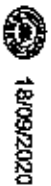
PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361

L.G.A: CENTRAL COAST

Registered:

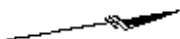
Locality: GOSFORD

Production Date: 11/2000



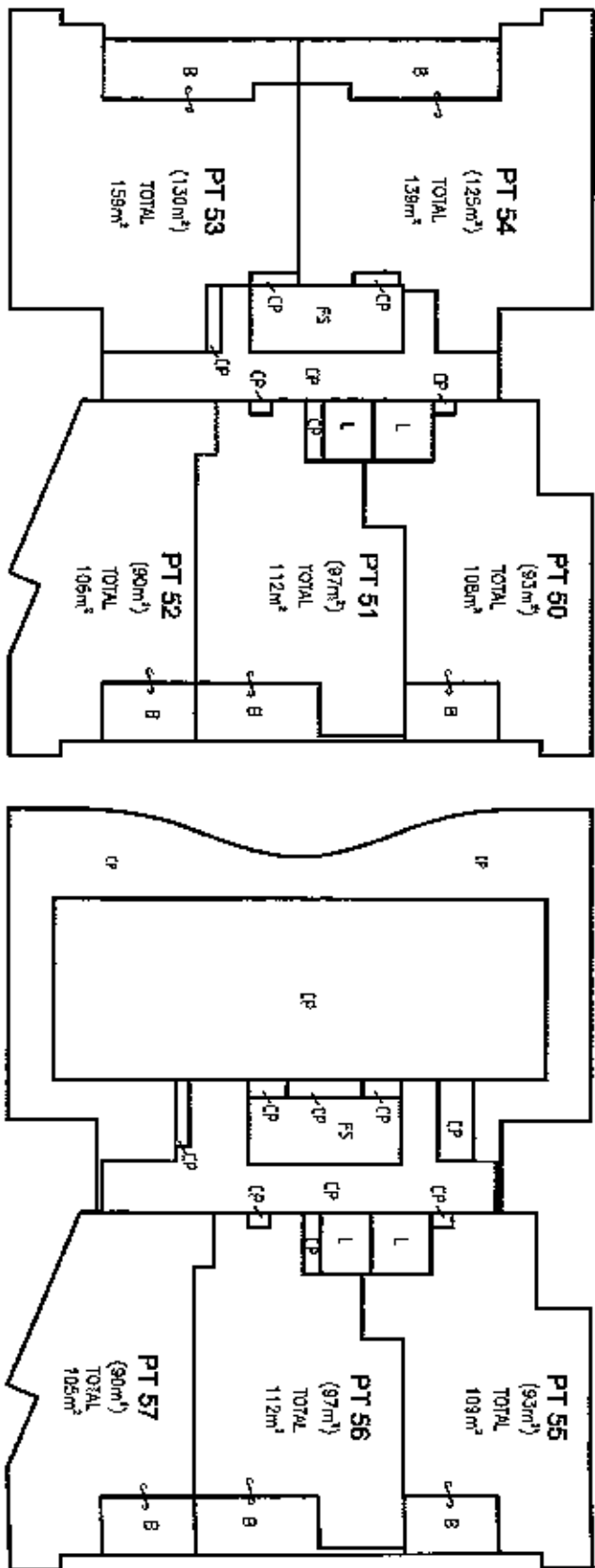
Lengths are in metres.

SP101708



NOTES

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE



CP DENOTES COMMON PROPERTY
 B DENOTES BALCONIES
 FS DENOTES FIRE STAIRS (CP)
 L DENOTES LIFT (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.


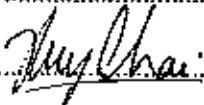
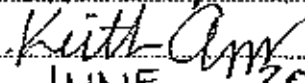
SURVEYOR
 Name: HOY DUC KUANTHAN
 Date: 23/03/2020
 Reference: 180059-SP

PLAN OF SUBMISSION OF LOT 2 IN DP 1264361

LGA: CENTRAL COAST
 Locality: GOSFORD
 Production Ratio 1: 200
 Longitude and Latitude

Registered:
 18/09/2020

SP101708

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only Registered:  18/09/2020	Office Use Only SP101708	
PLAN OF SUBDIVISION OF LOT 2 IN DP 1264361	LGA: CENTRAL COAST Locality: GOSFORD Parish: GOSFORD County: NORTHUMBERLAND	
This is a *FREEHOLD/LEASEHOLD Strata Scheme THE BY-LAWS ADOPTED FOR THE SCHEME ARE:		
Address for Service of Documents 277 MANN STREET GOSFORD NSW 2250	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/B Smoke penetration: Option *A/B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
Surveyor's Certificate I, HUY DUC XUAN THAI of RGM PROPERTY SURVEYS PTY LTD being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^A Signature:  Date: 23/03/2020 Surveyor ID: 8258 Surveyor's Reference: 160859-SP <small>^A Insert the deposited plan number or dealing number of the instrument that created the easement</small>	Strata Certificate (Accredited Certifier) KEITH APPS being an Accredited Certifier, accreditation number BPB.0012 , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme: *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^A will be created so utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: 575-19 Relevant Planning Approval No.: 46.149-2014 issued by: GOSFORD CITY COUNCIL Signature:  Date: 16 JUNE 2020 <small>^A Insert lot numbers of proposed utility lots.</small>	

* Strike through if inapplicable

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Office Use Only Registered: 18/09/2020	<h1>SP101708</h1>	

VALUER'S CERTIFICATE

I, Danny Sukkar of Property Logic Valuers being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:


Professional Body: Australian Property Institute (API)
 Class of membership: Associate (AAPI)
 Membership number: 68873

certify that the unit entitlements shown in the schedule herewith were apportioned on 29 April 2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: Date 29 May 2020

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	85	21	64	41	88
2	85	22	85	42	84
3	83	23	85	43	103
4	107	24	85	44	102
5	105	25	81	45	88
6	83	26	88	46	88
7	83	27	65	47	86
8	78	28	89	48	104
9	98	29	89	49	103
10	98	30	86	50	89
11	83	31	82	51	89
12	83	32	88	52	88
13	79	33	63	53	108
14	86	34	87	54	104
15	64	35	87	55	91
16	84	36	87	56	91
17	84	37	83	57	89
18	84	38	102	TOTAL	5000
19	80	39	102		
20	87	40	88		


SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
Registered:  18/09/2020	SP101708	

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	SUB -ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
CP		277	MANN	STREET	GOSFORD
1	301	277	MANN	STREET	GOSFORD
2	302	277	MANN	STREET	GOSFORD
3	303	277	MANN	STREET	GOSFORD
4	304	277	MANN	STREET	GOSFORD
5	305	277	MANN	STREET	GOSFORD
6	401	277	MANN	STREET	GOSFORD
7	402	277	MANN	STREET	GOSFORD
8	403	277	MANN	STREET	GOSFORD
9	404	277	MANN	STREET	GOSFORD
10	405	277	MANN	STREET	GOSFORD
11	501	277	MANN	STREET	GOSFORD
12	502	277	MANN	STREET	GOSFORD
13	503	277	MANN	STREET	GOSFORD
14	504	277	MANN	STREET	GOSFORD
15	505	277	MANN	STREET	GOSFORD
16	506	277	MANN	STREET	GOSFORD
17	601	277	MANN	STREET	GOSFORD
18	602	277	MANN	STREET	GOSFORD
19	603	277	MANN	STREET	GOSFORD
20	604	277	MANN	STREET	GOSFORD
21	605	277	MANN	STREET	GOSFORD
22	606	277	MANN	STREET	GOSFORD
23	701	277	MANN	STREET	GOSFORD
24	702	277	MANN	STREET	GOSFORD
25	703	277	MANN	STREET	GOSFORD
26	704	277	MANN	STREET	GOSFORD
27	705	277	MANN	STREET	GOSFORD
28	706	277	MANN	STREET	GOSFORD
29	801	277	MANN	STREET	GOSFORD
30	802	277	MANN	STREET	GOSFORD
31	803	277	MANN	STREET	GOSFORD
32	804	277	MANN	STREET	GOSFORD


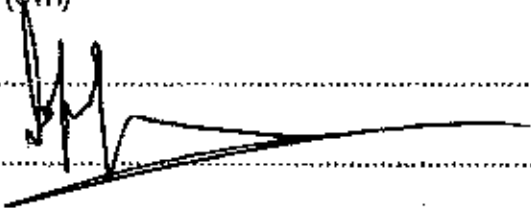
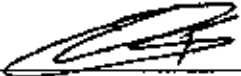

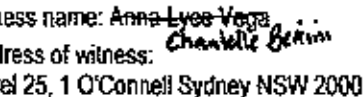
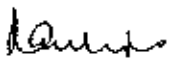

Surveyor's Reference: 160659-SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
Office Use Only	Office Use Only	
Registered:  18/09/2020	SP101708	


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	SUB -ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
33	805	277	MANN	STREET	GOSFORD
34	806	277	MANN	STREET	GOSFORD
35	901	277	MANN	STREET	GOSFORD
36	902	277	MANN	STREET	GOSFORD
37	903	277	MANN	STREET	GOSFORD
38	904	277	MANN	STREET	GOSFORD
38	905	277	MANN	STREET	GOSFORD
40	1001	277	MANN	STREET	GOSFORD
41	1002	277	MANN	STREET	GOSFORD
42	1003	277	MANN	STREET	GOSFORD
43	1004	277	MANN	STREET	GOSFORD
44	1005	277	MANN	STREET	GOSFORD
45	1101	277	MANN	STREET	GOSFORD
46	1102	277	MANN	STREET	GOSFORD
47	1103	277	MANN	STREET	GOSFORD
48	1104	277	MANN	STREET	GOSFORD
49	1105	277	MANN	STREET	GOSFORD
50	1201	277	MANN	STREET	GOSFORD
51	1202	277	MANN	STREET	GOSFORD
52	1203	277	MANN	STREET	GOSFORD
53	1204	277	MANN	STREET	GOSFORD
54	1205	277	MANN	STREET	GOSFORD
55	1301	277	MANN	STREET	GOSFORD
56	1302	277	MANN	STREET	GOSFORD
57	1303	277	MANN	STREET	GOSFORD

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  18/09/2020	SP101708	
This sheet is for the provision of the following information as required: <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 Conveyancing Act 1919• Signatures and seals- see section 22 Strata Schemes Development Act 2015		
Approved by Owners		
Company Name: EQ GOSFORD PTY LTD		
ACN / ABN: 37 180 039 355		
Authority: Section 127 (1) of The Corporation Act 2001 (Cth)		
Name of Sole Director / Secretary: Colin Sim		
Signature of Sole Director / Secretary 		
Approved by Mortgagee		
EXECUTED by ING BANK (AUSTRALIA) LIMITED ABN 24 000 893 292		
by its duly authorised attorneys, ^{Mark Projezja} Rory Nott and Mero Saddle , Partners,		
Thomson Geer pursuant to a Power of Attorney dated 20 November, 2018		
Registered Book Number 4752		
No. 936 who certify that they have no notice of revocation of the Power of Attorney in the presence of:		
 Witness Signature		 Rory Nott
 Witness name: Anna-Lyca Vega Address of witness: ^{Chanelle Bekim} Level 25, 1 O'Connell Sydney NSW 2000		 Mero Saddle ^{Mark Projezja} 
Surveyor's Reference: 160659-SP		

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Approved Form 9	Strata Management Statement	Sheet 1 of 98 sheets
Registered:  18/09/2020	Office use only	Office use only SP101708

STRATA MANAGEMENT STATEMENT

Note: This strata management statement has effect as an agreement under seal binding:

- (a) The owners corporation of a strata scheme for part of the building; or
- (b) An owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building; or
- (c) Another person in whom is vested the fee simple of a part of the building or site affected by the statement; or
- (d) The mortgagee in possession or lessee of a part of the building or site referred to in (c).

(see section 105 Strata Schemes Development Act 2015)

PART 1 DEFINITIONS AND INTERPRETATION

1.1 Dictionary

In this Management Statement, unless the contrary intention appears:

"Administrative Fund" has the same meaning as in the Act.

"Act" means the *Strata Schemes Development Act 2015*.

"Approved Insurer" has the same meaning as in the Act.

"Architectural Code" means the architectural codes for Gosford Central, attached at Schedule 3 agreed to at a Meeting of the Management Committee.

"Awning" means any awning attached to Gosford Central and overhanging pavement.


"Authority" means any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity with jurisdiction over Gosford Central.

"Building or Buildings" means the structure and structures and improvements located on Gosford Central.

"Budget" means the estimate of Shared Costs determined under clause 18.

"Business Day(s)" means a day which is not a Saturday, Sunday or a Public Holiday.

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Approved Form 9	Strata Management Statement	Sheet 2 of 88 sheets
Registered:  18/09/2020	Office use only	Office Use only SP101708

"By-Laws" means the by-laws of a Strata Plan.

"Chairperson" means the Chairperson appointed pursuant to clause 3.3.

"Car Park" means the car park area for the Commercial Stratum and Residential Stratum.

"Car Space" means the car space allocated to the Owner or Occupier of a Lot.

"Commercial Lot" means a Lot which can only be used for commercial purposes.

"Commercial Owners Corporation" means the Owners Corporation of the Commercial Stratum.

"Common Property" means the common property within a Strata Plan.

"Commercial Stratum" means Lot 1 in DP1264361.

"Council" means Central Coast Council and any successor and where applicable includes any other relevant authority.

"Defaulting Member" means a Member who fails to comply with a notice in clause 6.11.

"Default Notice" means the default notice issued in accordance with clause 6.11(a).

"Developer" means EQ Gosford Pty Limited ACN 610 448 109.

"DP" means Deposited Plan.


"Easements" means all registered easements created and notified on the Stratum Plan or Strata Plan, being easements for personal access, service access and vehicular access defined in the Act or any other statutory easements for support or shelter as defined in the Act and this Management Statement.

"Emergency" means a situation posing an immediate threat to human safety or loss or damage to physical property.

"Excluded Services" means:

- (a) all interior fixtures, furniture, finishings, fittings within a Lot including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and

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Approved Form 8	Strata Management Statement	Sheet 3 of 98 sheets
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(b) all pipes, wires, ducts and cables within a Lot for the exclusive use of that Lot, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

"Facilities Manager" means the facilities manager appointed in accordance with clause 14.

"Financial Statements" means the statements to be prepared by the Management Committee in accordance with clauses 19.8 and 19.9.

"Fire Control Equipment" means all sprinklers, pipes, cables, wires, conduits and other structures, equipment or services installed within the Building for the purpose of fire control.

"Fund" means the fund used to levy, collect, deposit and make payment for the Shared Costs.

"Funds" means the funds levied by the Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 2.

"Garbage Disposal Area" means that part of the Common Property designated by the Management Committee from time to time for the storage of garbage for Owners and Occupiers.

"Gosford Central" means all the Lots that comprise the Stratum Plan, the Shared Facilities and all open space common property areas located on the Parcel.

"Insurance" means all insurances required to be effected under clause 20 with an Approved Insurer in which more than one Member has an interest and any other insurance determined by Unanimous Resolution to be insurance.


"Law" means includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

"Lot or Lots" means any of the Commercial Stratum and the Residential Stratum and where those stratum lots have been strata subdivided, the lots within such strata scheme or schemes.

"Management Committee" means the Committee to be formed under clause 2.1, which is responsible for managing Gosford Central on behalf of the Members.

"Management Statement" means this management statement including all annexures, schedules and attachments.

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SP101708		

"Meeting(s) and Emergency Meeting(s)" means a meeting or emergency meeting of the Management Committee conducted in accordance with this Management Statement.

"Member(s)" means each of the parties referred to in clause 2.2.

"Member's Proportion" means the amount calculated by applying the following formula:

$$MP = TA \times (SLA / TSLA)$$

Where:

MP is the Member's Proportion

TA is the total amount of the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be)

SLA is the area of the relevant Member's Lot as shown in the Stratum Plan except where such Lot has been subdivided by strata subdivision or otherwise in which case it will be the aggregate of the areas of the Lots as shown in such subdivision plan (excluding common property)

TSLA is the aggregate of each other Member's SLA who must bear the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be) together with the relevant Member's SLA.

"Occupier" means an occupier of a Lot or part of a Lot including but not limited to a lessee, licensee or invitee.

"Officers or Officer" means the Chairperson, Secretary and the Treasurer.

"Owner" means the owner of a Lot.

"Owners Corporation" has the same meaning as in the Act.

"Parcel" means that part of the Property upon which Gosford Central is located being the Property.


"Payment Notice" means the notice issued in accordance with clause 6.3.

"Property" means all of the land contained in folio identifier 7/6/1591 and 8/6/1591.

"Replacement Representative" means a replacement representative for the Representative for Meeting purposes.

"Representative" means each of the natural persons appointed by each of the Members in accordance with clause 2.3.

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"Residential Owners Corporation" means the Owners Corporation of the Residential Stratum.

"Residential Stratum" means Lot 2 in DP 1284361.

"Resolution" means a motion of the Management Committee in favour of which more than 50% of votes of the Members of the Management Committee present and entitled to vote, are cast.

"Restricted Period" means the period commencing from the date that this Management Statement is entered into up until the Developer is no longer the Owner of a Lot within Gosford Central.

Review Expert means a quantity surveyor or other suitable expert to a level and type of qualification, experience and skill as may be required for preparation of the Shared Facilities Review:

- (a) as may be agreed between the Owners; or
- (b) where the Owners are unable to agree, as appointed by the President of the Institute of Architects (NSW Chapter).

"Schedule(s)" means the schedules or a schedule for this Management Statement.

"Secretary" means the secretary appointed in accordance with clause 3.1.

"Selling Activities" means:


- (a) the placing of 'For Sale' or 'For Leasing' signs;
- (b) having a sales office;
- (c) having display suites or apartments; and/or
- (d) conducting any marketing activities to sell or lease Lots.

"Service" means any Service whether existing or proposed and any extension to or augmentation thereof or any part of a Service as contemplated in Schedule 1 of the Act as well as ventilation systems and ducts and stairwell pressurisation systems located within Gosford Central and on top of the Buildings comprising Gosford Central.

"Shared Costs" means all expenses in relation to:

- (a) the Shared Facilities;
- (b) amounts payable to the appointed Strata Manager; and

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Approved Form 9	Strata Management Statement	Sheet 6 of 98 sheets
Registered:  18/09/2020	Office use only	Office use only SP101708

- (c) all other amounts determined by the Management Committee by a Unanimous Resolution to be Shared Costs.

"Shared Facilities" means the shared facilities in clause 21.1 and Schedule 1.

"Shared Facilities Review" means a review carried out and by the Review Expert, determining:

- (a) the fair allocation of costs and expenses between the Owners in respect of Shared Facilities; and
- (b) whether any other structure, facility, service, utility on any Lot ought fairly to comprise a Shared Facility;
- (c) whether any contract, arrangement or benefit used or enjoyed by two or more of the Owners should fairly comprise a Shared Cost;
- (d) whether any Shared Facility or Shared Cost should no longer be a Shared Facility or Shared Cost; and

where subclause (b) or (c) applies, the fair allocation of costs in respect of that Shared Facility.

"Sinking Fund" has the meaning given to the term "capital works fund" in the Act.

"Strata Manager" means the person from time to time appointed by the Management Committee under clause 13.

"Strata Manager Fee" means the cost of the Strata Manager under this Management Statement not exceeding an amount which would be considered reasonable by an independent member of the NSW Institute of Strata Management experienced in managing a building commensurate with Gosford Central.


"Stratum Plan" means the plan of subdivision of the Parcel which creates the Commercial Stratum and Residential Retail.

"Strata Scheme" means a strata scheme (as defined in the Act) comprised within the Parcel.

"Special Resolution" means a resolution of the Management Committee in favour of which at least 75% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

"Strata Plan" means a strata plan of a Strata Scheme.

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Approved Form 9	Strata Management Statement	Sheet 7 of 98 sheets
Office use only	Office use only	Office use only
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"Treasurer" means the treasurer appointed in accordance with clause 3.2.


"Unanimous Resolution" means a resolution of the Management Committee in favour of which 100% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

1.2 Interpretation

In this Management Statement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the Management Statement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) a reference to a natural person includes any corporation or other body corporate or government body and vice versa;
- (e) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;
- (f) a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;
- (g) references to months and years means calendar months and years;
- (h) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (i) if the day on which any act, matter or thing is to be done under or pursuant to this Management Statement is not a Business Day, that act, matter or thing may be done on the next Business Day.
- (j) a reference to an officer of an association or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body;
- (k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Management Statement or any part of it;
- (l) references to sections means sections of the Act;
- (m) Words with a capital letter are defined in the Dictionary contained in clause 1.1.

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1.3 Provisions to prevail

The provisions of this Management Statement incorporate and are subject to and include the provisions implied by Schedule 4 *Strata Schemes Development Act 2015*, except to the extent this Management Statement provides otherwise.

PART 2 COMPULSORY MATTERS

2 Establishment and composition of the Management Committee and appointment of its office holders

2.1 Establishing Management Committee

The Members must:

- (a) establish the Management Committee within three (3) months after this Management Statement is registered; and
- (b) continue to always have a Management Committee.

2.2 Members of the Management Committee


The Members of the Management Committee are:

- (a) the owner or Owners Corporation of the Strata Plan of the Commercial Stratum; and
- (b) the owner or Owners Corporation of the Strata Plan of the Residential Stratum.

2.3 Representatives and Substitute Representatives

- (a) Each of the Members has the right to appoint one (1) Representative to represent it at meetings.
- (b) Each Representative must represent the Member who appointed him or her at Meetings and Emergency Meetings.
- (c) An Owners Corporation or other corporation that is a Member of the Management Committee may be represented for the purposes of the Management Committee by a person appointed by, or selected in accordance with, a special resolution or By-Law made by the Owners Corporation or a resolution made by the other corporation.
- (d) Each Member must give to the other Members and the Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address and telephone and facsimile

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numbers of the Representatives who for the time being will represent it at Meetings or Emergency Meetings of the Management Committee.

- (e) A Member may at any time give to the other Members and the Management Committee written notice of the name, address, telephone and facsimile numbers of a Replacement Representative.
- (f) Anything done by a Representative or a Replacement Representative for the Member that appointed them has the same effect as if the Member undertook such activities.

2.4 Election not to be a Member

- (a) An Owners Corporation is not required to be a Member of the Management Committee if the Owners Corporation decides, by special resolution, not to be a Member and all other Members of the Management Committee agree.
- (b) A person other than an Owners Corporation, is not required to be a Member of the Management Committee if the person, by written notice to the Management Committee, decides not to be a Member and all other Members of the Management Committee agree.

2.5 Office Bearers

The Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

2.6 Who May be Officers


An officer must be:

- (a) a Representative;
- (b) a Replacement Representative; or
- (c) the Strata Manager.

2.7 Officers and Compliance

- (a) The Management Committee may appoint a Representative, Replacement Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.
- (b) An Officer must perform their functions according to this Management Statement, the Act and the directions of the Management Committee.

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2.8 *Appointing Officers*

The Management Committee:

- (a) must appoint its Officers within one month after the establishment of the Management Committee;
- (b) may appoint new Officers at any time; and
- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

3 Functions of the Committee and its office holders in managing the building and site

3.1 *The Secretary*

The functions of the Secretary are to:


- (a) convene Meetings and Emergency Meetings;
- (b) prepare notices and agendas for Meetings and Emergency Meetings;
- (c) prepare and distribute minutes of Meetings and Emergency Meetings;
- (d) give notices for the Management Committee;
- (e) answer communications sent to the Management Committee;
- (f) perform administrative and secretarial functions for the Management Committee;
- (g) keep records (other than records which the Treasurer must keep) for the Management Committee according to this Management Statement and the Act;
- (h) forward copies of the records prepared under clause 3.1(g) to the Strata Manager, within a reasonable time after they are prepared (if the Secretary and the Strata Manager are not the same person or entity).

3.2 *The Treasurer*

The functions of the Treasurer are to:

- (a) prepare the Budgets and the Financial Statements for the Fund;
- (b) prepare (or arrange for the preparation of) financial statements for the Management Committee;
- (c) prepare (or arrange for the preparation of) audit reports;

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- (d) send notices of the Funds contributions to Members;
- (e) collect contributions from Members;
- (f) receive, acknowledge, bank and account for contributions and other money paid to the Management Committee;
- (g) keep accounting records for the Management Committee; and
- (h) provide a copy of the accounting reports prepared under clause 3.2(g) to the Strata Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Strata Manager are not the same person or entity).

3.3 *The Chairperson*


The Chairperson is to preside at each Meeting and each Emergency Meeting. In the event that the Chairperson does not attend a Meeting or an Emergency Meeting, the Management Committee may appoint another Representative, Replacement Representative or the Strata Manager to preside at the Meeting or at the Emergency Meeting as chairperson.

3.4 *Functions of Management Committee*

The functions of the Management Committee are to:

- (a) make decisions for relevant matters referred to in this Management Statement;
- (b) consider any proposal submitted to the Management Committee by any Member;
- (c) subject to the Law, consider and determine any other matter which the Members determine by Special Resolution should be considered by the Management Committee;
- (d) agree on the Architectural Code for Gosford Central;
- (e) monitor the performance of the Strata Manager;
- (f) monitor the performance of the Facilities Manager;
- (g) determine, levy and recover contributions for the Fund and make payments from the Fund;
- (h) operate, maintain, renew and replace the Shared Facilities;
- (i) change or add to the Shared Facilities;
- (j) fairly control the use of the Shared Facilities;

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- (k) effect insurance according to the Act and this Management Statement;
- (l) monitor the performance by Members, Owners and Occupiers of their obligations under the Act and this Management Statement;
- (m) arrange for the maintenance of Shared Facilities and other contracts so that the insurances required under this Management Statement are not affected; and
- (n) comply with the Act and this Management Statement.

3.5 External Contracts

The Management Committee may enter into contracts or arrangements or undertakings with third parties to assist the Management Committee to perform the obligations of the Management Committee set out under this Management Statement.

4 The way in which the Management Statement may be amended

4.1 Proposals

- (a) A Member or the Facilities Manager may submit to the Management Committee a proposal to amend the Management Statement;
- (b) A proposal submitted to the Management Committee must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

4.2 Decisions

Unless otherwise specified in this Management Statement, a decision to amend this Management Statement must be decided by Unanimous Resolution of the Management Committee.

5 Dispute Resolution


5.1 Disputes

The Members must use their best endeavours and good faith to resolve disputes in relation to this Management Statement before they take action under this clause.

5.2 Notice of Disputes

- (a) If a dispute arises in connection with this Management Statement then any Member (including the Strata Manager) may serve on the other

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Member(s) and the Management Committee a written notice of dispute following which the provisions of this clause apply.

- (b) The written notice referred to in paragraph (a) must:
- (i) identify the subject matter of the dispute or complaint;
 - (ii) set out the facts upon which the dispute or complaint is based;
 - (iii) identify the provisions of the Management Statement relevant to the dispute or complaint;
 - (iv) have annexed copies of all correspondence and background information relevant to the dispute or complaint; and
 - (v) contain any particulars of quantification of the dispute or complaint.

5.3 Management Committee to negotiate


Within 14 days after a Member serves a dispute notice under clause 5.2 the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If the parties cannot agree on a time and place, they must meet at the offices of the Strata Manager at an agreed time, on the day which is 14 days after the dispute notice was served to try to resolve the dispute by negotiation.

5.4 Mediation

If the parties cannot resolve any dispute arising under or concerning this Management Statement by negotiation under clause 5.3 then the parties must first refer the dispute to mediation. The mediator must be appointed by an office bearer of the Australian Commercial Disputes Centre and the parties agree to do all things on their part necessary to enable such mediation to proceed including without limitation all payments payable to the Australian Commercial Disputes Centre and any mediator appointed by that body of their one-half share of any costs incurred with respect to such mediation. The parties must:

- (a) mediate the dispute according to the dispute mediation rules of the Law Society of New South Wales, within 14 days after the mediator is appointed by the office bearer of the Australian Commercial Dispute Centre;
- (b) if the parties cannot agree on a mediation timetable or location, then the mediation timetable will be established by the mediator appointed and the location being in Sydney, New South Wales.

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5.5 Expert decision

If a dispute cannot be resolved by mediation under clause 5.4 then the dispute may be submitted for final determination to an expert to be agreed upon between the parties or failing agreement by such expert as may be nominated for that purpose by the President for the time being of the New South Wales Law Society.

5.6 Expert instructions

The parties must instruct the expert appointed under clause 5.5 that the expert:

- (a) must act as an expert and not as an arbitrator; and
- (b) may decide on rules of conduct and enquire into the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate; and
- (c) must give a written decision including reasons within one (1) month of being appointed.

5.7 Decision

The experts decision in clause 5.6 is final and binding on the parties to the extent permitted by Law.

5.8 Costs


Unless the person decides otherwise:

- (a) each party must pay its own costs in connection with the dispute under this clause 5 and
- (b) the costs of referring the dispute to an expert and that experts costs and the cost of enquiries by the expert must be shared equally between the parties.

5.9 Pre - Condition

A party must not begin legal proceedings (other than for an interlocutory, interim or urgent injunction) in connection with a dispute under this Management Statement unless that dispute has first been decided by a person appointed under clause 5.5 or the person appointed under clause 5.5 has failed to give a decision within a reasonable time after that person's appointment.

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5.10 Information confidential

A Member must not divulge any confidential information obtained from another Member under this clause 5 other than to their legal or financial advisers for the purposes of resolving the complaint or dispute or otherwise as required by Law.

6 Allocation of the costs of shared expenses and details of the method used to apportion costs of shared expenses

6.1 Apportioning Shared Facilities Costs

Schedule 2 sets out how much each Member must contribute towards the Shared Costs of the Shared Facilities. The Management Committee must charge Members for Shared Facilities according to Schedule 2. If Schedule 2 does not make a provision for a charge, then each Member must contribute as determined by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be contributed by each Member shall be the Member's Proportion.

6.2 Payment of Shared Costs by Members


Members must pay their proportion of the Shared Costs for Shared Facilities according to Schedule 2 (or according to the determination of the Management Committee if there is no provision in Schedule 2 for that cost). Subject to the description of each Shared Facility in Schedule 1, Shared Costs relating to the Shared Facilities include Shared Costs for:

- (a) the maintenance, repair, operating cleaning and replacement of the Shared Facilities;
- (b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;
- (c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;
- (d) the inspection of Shared Facilities (if applicable) by a Authority; and
- (e) the certification of Shared Facilities for the purposes of the Law.

6.3 Paying Contributions

Subject to this clause, the Management Committee must give each Member at least 30 days' notice, called a Payment Notice, before the Fund contribution is due. The Payment Notice must be in writing and must show:

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

If the Management Committee has to raise Funds in an emergency, it may give less than 30 days' notice of the contribution.

6.4 Banking money and interest on accounts

The Management Committee must deposit all contributions and other money paid to the Management Committee by Members or otherwise into its bank or building society accounts.

6.5 Drawing from accounts

The Management Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement.

6.6 Late payments

A Member must:

- (a) pay the Management Committee interest on any amount the Member owes the Management 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.

6.7 Interest

The Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft quoted by the bank or building society of the Management Committee.


6.8 Debt

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

6.9 Dealing with surplus Funds

If there is surplus money in the Fund at the end of a budget cycle under this clause, the Management Committee may distribute it between the Members in shares decided by the Management Committee. When deciding the shares for the distribution of surplus money according to this clause, the Management Committee must have proper regard (as far as practicable) to the proportions

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in which each Member contributed to the surplus Funds. The Management Committee may decide to distribute surplus Funds under this clause only by Special Resolution.

6.10 Adjustments

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

6.11 Defaulting Member


- (a) If a Member fails to comply with a valid Payment Notice that Member is not a Defaulting Member until:
- (i) the Management Committee (or the Strata Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within thirty days of service of that notice ("Default Notice"); and
 - (ii) the Member has failed to pay the money necessary to remedy the default within that time.
- (b) The Management Committee (or the Strata Manager) is not entitled to serve on an Member a notice under sub paragraph (a)(i) if:
- (i) that Member has served a notice seeking reasonable clarification of an amount in accordance with clause 6.15 and is complying with the requirements of that clause; or
 - (ii) the Management Committee has failed to comply with its obligations in this clause 6.

6.12 Obligations of Members on Default by an Member

If a Member to whom a Payment Notice has been given is a Defaulting Member, the following apply:

- (a) at the time of giving the Default Notice referred to in sub paragraph (b) the Management Committee (or the Strata Manager) must give to the Defaulting Member a Default Notice informing the Defaulting Member that it is in breach.
- (b) on giving a notice referred to in sub paragraph (a), the money payable by the Defaulting Member may be recovered by the Management Committee from the Defaulting Member as a debt due and owing together with interest at the rate in accordance with clause 6.7, such

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interest to be computed on a daily basis from the date on which the payment is due until the date upon which it is paid.

- (c) while a Member remains a Defaulting Member:
- (i) neither it nor its Representative or Replacement Representative on the Management Committee is entitled to exercise a vote at any Management Committee Meeting or any Emergency Meeting;
 - (ii) the requirement of a quorum in clause 10.1 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and
 - (iii) it is not entitled to request a Meeting or Emergency Meeting of the Management Committee under clause 9.1 or submit a proposal to the Management Committee under clause 15.

6.13 Dispute Shared Costs

If there is a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities, the Member must pay according to the proportion in Schedule 2 (or according to clause 6.2 if there is no provision in Schedule 2 for that Shared Cost). After the Member and the Management Committee resolve the dispute, the Members or the Management Committee must pay any necessary adjustments.

6.14 Dispute – Negotiation, Mediation Arbitration

If a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities is determined under clause 5.6, the negotiator, mediator or expert who determines the dispute must determine any adjustments the Member or the Management Committee must pay.


6.15 Clarification

If a Member requires clarification of an amount it is requested to pay under this Management Statement or a Payment Notice it may within seven (7) days of receipt of a Payment Notice notify the Management Committee (or the Strata Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

6.16 GST

- (a) In this clause 6.16:

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- (i) "GST", "input Tax Credit", "Supply", "Supplies", "Taxable Supply" and "Tax Invoice" have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*; and
 - (ii) a reference to payment being made or received includes a reference to consideration other than money being given or received.
- (b) The Management Committee must comply with the GST legislation (including lodging Business Activity Statements when required).
 - (c) The Shared Costs for the Shared Facilities and any other consideration payable under this Management Statement by the Members has not been calculated to include GST.
 - (d) The Member must pay to the Management Committee, on each date the Member must make payment for a Taxable Supply under this Management Statement, an additional amount equal to the GST payable on the Taxable Supply or component of the Supply for which that payment is made.

7 Review process regarding allocation of costs

7.1 Changing and Adding to the Shared Facilities

- (a) The Management Committee may, by Unanimous Resolution:
 - (i) add Shared Facilities if it identifies new Shared Facilities;
 - (ii) create new Shared Facilities;
 - (iii) change existing Shared Facilities;
 - (iv) change the use of existing Shared Facilities;
 - (v) modify or replace existing Shared Facilities;
 - (vi) extend Shared Facilities; or
 - (vii) determine a charge for a Shared Facility where Schedule 2 does not make provision for a charge.
- (b) The Management Committee may by Special Resolution change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:
 - (i) the Shared Costs for Shared Facilities will be more fairly divided; and

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(ii) the fairness of the division of Shared Costs is supported by at least two expert consultants reports (unless all Members agree to waive this requirement).

(c) The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause.

7.2 Changing Facilities -- Pre-Conditions

Before the Management Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities the Management Committee must resolve to deal with the Shared Facility under clause 7.1 and at least one of the following must occur:

- (a) the Management Committee identifies new Shared Facilities;
- (b) the use of Shared Facilities changes;
- (c) Shared Facilities are repaired, modified or replaced; or
- (d) anything else happens which affects the Shared Costs of the Shared Facilities.

The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause. A copy of the altered Schedule 1 and Schedule 2 must be provided to each Member, within 15 Business Days after such alteration has occurred.

7.3 Review Mechanism


The Management Committee must engage the Review Expert to carry out the Shared Facilities Review:

- (a) at least once in each five year period (or more frequently where the Management Committee may require by Unanimous Resolution);
- (b) as soon as practicable following any subdivision as contemplated by clause 32; and
- (c) as soon as practicable following any change or addition to the Shared Facilities, shared used or enjoyed between one or more of the Owners;

7.4 Submissions

Each of the Owners may make written and oral submissions to the Review Expert in respect of the subject matters of the Shared Facilities Review.

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7.5 *Final & Binding*

The Review Expert in undertaking the Shared Facilities Review does so as an expert and not as an arbiter and the Shared Facilities Review will be final and binding on the Owners.

7.6 *Variation to Management Statement*

Following the Shared Facilities Review, the Owners must jointly and at their shared cost do all things required to:

- (a) vary this Management Statement in accordance with the Shared Facilities Review; and
- (b) where the Shared Facilities Review arises as a result of a subdivision as contemplated by clause 32 vary this Management Statement in accordance with clause 32.2.

7.7 *Disputes*

Where there is any dispute between the Owners in respect of the interpretation of the Shared Facilities Review, the Owners must in good faith endeavour to resolve the dispute in accordance with clause 5 of the Management Statement.

7.8 *Registration*

Each Owner must do all things (including executing all documents and procuring any mortgagee or chargee to execute documents and produce the title) required to effect the registration of a variation of the Management Statement or register a replacement Management Statement to give effect to this clause 7.


8 **Service of Notices and other documents on the Management Committee**

8.1 *Service*

A notice, approval, consent or other communication in connection with this Management Statement:

- (a) must be in writing; and
- (b) must be left at the address of the addressee, or sent by pre-paid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee notified by the addressee to the other Members and the Management Committee in accordance with

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clause 2.3(a) or if the addressee notifies another address or facsimile number then to that address or facsimile number.

8.2 *Date when effective*

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

8.3 *Receipt of notices*

A letter or facsimile is taken to be received:

- (a) if posted, on a third day after posting;
- (b) if delivered to the party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day; and
- (c) if transmitted by facsimile to a party's address and the correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.

8.4 *Notices by email*

The Management Committee, an owner, a member or any other interested party under this Management Statement may elect to allow receipt of notices by email at any time by providing their email address to the Management Committee to be made available to all other owners, members and interested parties for this purpose.

8.5 *Service of Notices on the Management Committee*

Notices on the Management Committee may be served upon the Management Committee or the building manager as appointed from time to time.

PART 3 Other Matters


9 Meetings of Management Committee

9.1 *Convening Meetings and Delegates*

The Management Committee must convene a Meeting:

- (a) if the Management Committee decides to hold a Meeting;
- (b) if requested by notice in writing by a Member not being a Defaulting Member setting out the issue or proposal required to be addressed in the Meeting, if the Management Committee receives a notice under this clause 9.1(a) and there is an emergency the Management Committee

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must hold the Meeting within 14 days or sooner from the day the Management Committee receives the notice from the Member; or

- (c) within one (1) month after the establishment of the Management Committee; and
- (d) at least every six (6) months.

9.2 Notices

The Management Committee must give each Member at least 10 Business Days written notice of a Meeting, which includes the Meeting agenda and details. In the case of an emergency, shorter notice may be given and the manner of notice may include telephone calls depending upon the circumstances.

9.3 Management Committee Meeting Minutes

The Management Committee must prepare, keep and maintain:

- (a) notices of Meetings and agendas for Meetings;
- (b) minutes of all Meetings and distribute those minutes to each Member within 14 days of the relevant Meeting.

9.4 Members Rights to Inspect Records

Members, Owners and Occupiers may inspect the Management Committee's records in the following manner:


- (a) the Members, Owners or Occupiers must apply in writing to the Management Committee;
- (b) must pay the Management Committee the inspection fee prescribed from time to time by the regulations to the Act; and
- (c) the Management Committee must allow the Member, Owner or Occupier to inspect Management Committee's records within five (5) Business Days after a request has been made in writing and the payment of the inspection fee under clause 9.4(b).

10 Quorum

10.1 Quorum

One (1) Representative or Replacement Representative of each Member will constitute a quorum for any Meeting of the Management Committee. If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned, without the need for further notice, for

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two (2) business days, to be held at the same time and at the same place notified for the original Meeting. The quorum for the adjourned Meeting will be that number of Representatives present at the time appointed for the adjourned Meeting.

10.2 *Decisions in Writing*

The Management Committee may make decisions in writing without holding a Meeting if:

- (a) the Management Committee serves on the Members according to this Management Statement notice of the Meeting and the motions to be considered by the Management Committee; and
- (b) the required Members or the Members have approved each motion within the notice in clause 10.2(a) in writing.

11 **Voting**

11.1 *Voting*

Subject to clause 11.2, at all Meetings of the Management Committee a Member is entitled to vote with the vote to its respective Representative.

11.2 *Restrictions on voting*


The following restrictions apply to the voting at any Meeting or Emergency Meeting:

- (a) a Member may only vote on a motion regarding any of the Shared Facilities if:
 - (i) the Member contributes towards the cost of such of the Shared Facilities; and
 - (ii) the effect of the motion is to require the Member to contribute towards the cost of such of the Shared Facilities; and
- (b) the Chairperson does not have a casting vote.

11.3 *Subdivision of Stratum Lots*

The Owner of the Commercial Stratum or the Residential Stratum may subdivide such Stratum by way of strata plan or otherwise without the consent of the Management Committee so long as the subdivision complies with the Law and does not conflict with this Management Statement.

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11.4 *Voting Rights*

For the purposes of this Management Statement:

- (a) the Residential Stratum shall hold an entitlement of one (1) vote;
- (b) the Commercial Stratum shall hold an entitlement of one (1) vote.

12 Management Committee decisions

12.1 *Decisions*

The Management Committee may make decisions:

- (a) according to this Management Statement;
- (b) by a Resolution or Special Resolution or Unanimous Resolution according to this Management Statement.

12.2 *Resolutions Required*

A decision of the Management Committee may be made by a Resolution unless otherwise specified in this Management Statement.

12.3 *Unanimous Resolution Required*

The matters which the Management Committee must decide by Unanimous Resolution are:


- (a) amending this Management Statement;
- (b) changing the Architectural Code;
- (c) changing, adding to or extending the Shared Facilities;
- (d) changing, adding or varying the Shared Costs;
- (e) changing, adding or varying the portion of Shared Costs levied in Schedule 2;
- (f) the repayment of part or in whole of the Funds to Members.

13 Appointing the Strata Manager

13.1 *Appointment of the Strata Manager*

The Management Committee may appoint a Strata Manager to manage the Management Committee's functions relating to Gosford Central. The appointment and terminating the appointment of the Strata Manager under this clause may be by a Resolution.

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13.2 *Delegation of Functions*

Subject to clause 13.3, the Management Committee may delegate its functions and the functions of the Officers to the Strata Manager.

13.3 *Restricted Functions*

The Management Committee may not delegate the following functions to the Strata Manager:

- (a) functions which the Management Committee may exercise only by Special Resolution;
- (b) functions which the Management Committee decides by Special Resolution may be performed only by the Management Committee; and
- (c) the function to determine and levy the Fund and the Fund contributions on Members.

13.4 *Strata Manager Fees*

The Strata Manager Fee of the Strata Manager for the term of appointment may be the amount reasonably determined by the Management Committee.

13.5 *Strata Manager and Management Committee Contract*

The agreement between the Management Committee and the Strata Manager must:


- (a) be in writing and be signed by each Member and the Strata Manager;
- (b) reserve the power for the Management Committee and the Officers to continue to exercise the functions which the Management Committee delegates to the Strata Manager; and
- (c) have provisions regulating the rights of the Management Committee and the Strata Manager to terminate the agreement if a party does not perform their obligations under the agreement.

13.6 *Strata Manager Obligations*

Subject to this clause, the Strata Manager under an agreement may undertake the following duties, without limitation:

- (a) performing the functions of the Secretary;
- (b) performing the functions of the Treasurer;
- (c) performing the functions of the Chairperson; and

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- (d) doing anything else that the Management Committee agrees is necessary for the operation and management of Gosford Central.

13.7 *Strata Manager's Licence*

The Strata Manager must have and keep current at all times the licence required by Law to be a strata managing agent.

14 *Facilities Manager*

14.1 *Facilities Manager*

Subject to this clause, the Management Committee has the power to appoint and enter into agreements with the Facilities Manager to provide:

- (a) for the operation, maintenance, repair and replacement of Shared Facilities; and
(b) for the management and operational services for Gosford Central.

14.2 *Facilities*

The Facilities Manager may provide services for the Management Committee which Members must pay for according to Schedule 2.

14.3 *Terms of the Agreement*

The term of the initial agreement between the Management Committee and the Facilities Manager must not exceed 12 months (including options to renew the agreement). The term of a new agreement may be for the period reasonably determined by the Management Committee.


14.4 *Facilities Manager's Fee First Year*

The remuneration of the Facilities Manager for the first year of the initial agreement under this clause must not exceed an amount determined by the Management Committee as being the market rate, and may provide separate amounts for facilities management duties and the supervision of service contracts entered into by the Management Committee (or its agent).

14.5 *Facilities Manager's Fees*

The remuneration of the Facilities Manager for subsequent years of the initial agreement under this clause or for a new agreement must not exceed the market rate agreed between the Management Committee and the Facilities Manager for performing the duties of the Facilities Manager.

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14.6 Agreement

An agreement between the Management Committee and the Facilities Manager must:

- (a) be in writing and be signed by each Member and the Facilities Manager; and
- (b) have provisions about the rights of the Management Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

14.7 Duties of the Facilities Manager

Subject to this clause, the duties of the Facilities Manager under an agreement may include, without limitation:


- (a) managing the maintenance, repair and replacement of the Shared Facilities;
- (b) preparing and keeping current a short and long term maintenance, repair and replacement programme for the Shared Facilities;
- (c) preparing and keeping current an asset management plan for the Shared Facilities;
- (d) performing an annual audit of the Shared Facilities (which are readily accessible to the Facilities Manager);
- (e) supervising contracts entered into by the Management Committee or by the Facilities Manager on behalf of the Management Committee; and
- (f) doing anything else which the Management Committee considers is necessary for the operation and management of Shared Facilities and Gosford Central.

14.8 Agent

Under an agreement with the Facilities Manager, the Members may authorise the Facilities Manager to act as their agent and:

- (a) negotiate contracts, including contracts for the operation, use, maintenance, repair and renewal of Shared Facilities; and
- (b) enter into contracts on behalf of the Members.

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14.9 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.

15 Submissions to Management Committee

15.1 Proposals

A Member or the Strata Manager may submit to the Management Committee a proposal for one (1) or more of the following:

- (a) maintenance, repair, refurbishment or replacement of any external area of The Gosford Central;
- (b) provision or variation of any Service to or within The Gosford Central;
- (c) amendment of this Management Statement;
- (d) the alteration of the external appearance of The Gosford Central;
- (e) repair, renewal or replacement of a Shared Facility;
- (f) acquisition of a new Shared Facility;
- (g) entry into, variation of or termination of a maintenance agreement or insurance policy;
- (h) alteration of the apportionment of the Shared Costs for Members; and
- (i) consideration of any other matter to which this Management Statement applies.


15.2 Resolutions

- (a) Proposals under clause 15.1(a) to 15.1(h) will require a Unanimous Resolution for determination; and
- (b) a proposal under clause 15.1(i) will require a Resolution for determination unless otherwise set out in this Management Statement.

15.3 Submission of Proposals

A proposal submitted to the Management Committee under clause 15.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

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15.4 Not Performed

The Management Committee may do anything in The Gosford Central which a Member, an Owner or an Occupier should have done under this Management Statement but which they have not done, or in the opinion of the Management Committee, acting reasonably, the Member, Owner or Occupier has not done properly.

15.5 Entry

The Management Committee may enter the affected part:

- (a) of The Gosford Central and stay there for as long as necessary and to do what is required to remedy under clause 15.4; or
- (b) in an Emergency.

15.6 Costs

The Member, Owner or Occupier who has not completed properly what it must have done under this Management Statement, is liable to pay the costs of the Management Committee for such works within seven (7) Business Days after such works are completed.

15.7 Liability

The Management Committee is not liable for damage arising out of exercising rights under this clause 15 (except for damage caused by the Management Committee's negligence or the Management Committee's agents or representatives negligence).

16 Architectural compliance

16.1 Architectural Code


The Architectural Code for Gosford Central helps to preserve the architectural integrity of Gosford Central. The Architectural Code for Gosford Central is in Schedule 3 of this Management Statement. The Architectural Code does not bind the Developer and may be unilaterally varied, amended or replaced from time to time by the Developer during the Restricted Period.

16.2 Architectural Code Compliance

Subject to this Management Statement, the Members, Owners and Occupiers (other than the Developer during the Restricted Period) must:

- (a) comply with the Architectural Code for Gosford Central; and

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- (b) obtain necessary consents from the Management Committee according to the Architectural Code for Gosford Central before they carry out works in Gosford Central or a Lot of Gosford Central.

16.3 Amending Architectural Code

The Developer has the right to amend the Architectural Code at any time without consent of the Members during the Restricted Period at the Developer's expense.

16.4 No Requirements for Consent – Commercial

Provided consent from the relevant Authority has been obtained, the Member, Owner or Occupier of a Lot may carry out refurbishment, fitout or modification works to the interior of a Lot or to the Excluded Services without the need for consent from the Management Committee provided the refurbishment, fitout or modification works comply with the Architectural Code.

16.5 Compliance with clause 16.2


Compliance with clause 16.2 does not relieve any person from an obligation to obtain a consent under the By Laws or from any Authority.

17 Obligations and rights of the Members, Owners and Occupiers

17.1 General obligations of the Members

- (a) The Members, Owners and Occupiers must:
- (i) ensure the Management Committee is and remains properly constituted in accordance with the Act and this Management Statement;
 - (ii) ensure the insurance is effected and maintained in accordance with clause 20, the Act and this Management Statement;
 - (iii) comply with the terms of the Easements;
 - (iv) pay any cost incurred as a Shared Costs in the relevant proportions specified in this Management Statement or as determined in accordance with this Management Statement;
 - (v) ensure the Management Committee is properly constituted;
 - (vi) comply with the decisions of the Management Committee;
 - (vii) implement decisions of the Management Committee;

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- (viii) comply with the By-Laws;
- (ix) comply with the Architectural Code for Gosford Central;
- (x) comply with the Act and this Management Statement;
- (xi) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Management Statement; and
- (xii) effect and maintain the insurance required by this Management Statement and the Act.

17.2 Nature of Member's obligations


- (a) The obligations of the Members under this Management Statement are several and not joint and accordingly no Member incurs a liability to another party by reason only of the default of another Member;
- (b) Each Member:
 - (i) must promptly comply with its obligations contained or implied in this Management Statement; and
 - (ii) is responsible for its own acts and those of its contractors, employees and agents in occupying or using parts of another Member's property and releases that other Member, its contractors, employees and agents from any costs, claims or liability unless the other Member, its contractors, employees, Representatives or agents have been negligent.

17.3 Maintenance obligations

Except for Shared Facilities, subject to this Management Statement and the Easements, each Member, Owner and Occupier must, at the cost of the Member:

- (a) maintain and keep in good repair the part of Gosford Central owned or occupied by the Member, Owner or Occupier;
- (b) maintain and keep in good repair the external appearance of Gosford Central owned or occupied by the Member, Owner or Occupier; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by the Member, Owner or Occupier to a standard recommended by the manufacturer or the applicable Australian Standard.

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17.4 *Members responsibility*

The Members, Owners and Occupiers:

- (a) are liable for damages for the loss caused to another Member or Owner or Occupier or a person who must comply with this Management Statement, properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Member's property; and
- (b) releases the other Member or Owner or Occupier from any costs, claims or liability except costs, claims, or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

18 Budget

18.1 *Preparation of Budgets*

The Management Committee must prepare a budget for each 12 month period showing how much money or monies will be required for;

- (a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and
- (b) any other Shared Costs.

18.2 *Timeframe for First Budget*

The Management Committee must prepare the first budget within one (1) month after the Management Committee is established.

18.3 *What funds must the Management Committee establish*

Within one (1) month after the Management Committee is established, the Management Committee must establish:


- (a) the Administrative Fund; and
- (b) the Sinking Fund.

18.4 *Payments – Fund*

The Management Committee must:

- (a) use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities such as maintenance costs, operational costs, insurance costs and administrative costs;

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- (b) use the Sinking Fund to pay for the renewal and replacement of Shared Facilities;
- (c) hold Funds in the Sinking Fund in a manner which readily identifies the respective accumulated contributions of each Member; and
- (d) deduct expenditure from the Sinking Fund from the respective accumulated contributions of each Member as shown in Schedule 2 (or otherwise by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be deducted for each Member shall be the Member's Proportion).

18.5 *Preparing Budgets*

Subject to this Management Statement, the Management Committee must prepare a budget for each 12 month period showing:

- (a) how much money it will need during that period for the Fund; and
- (b) the income the Management Committee budgets to receive in that period.

18.6 *Budget details*

A budget must contain itemised details of:

- (a) each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;
- (b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and
- (c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

18.7 *Budget requirements*

The Management Committee must budget enough money to comply with its obligations under this Management Statement and the Act.


19 Contributions

19.1 *Management Committee - contributions*

The Management Committee must:

- (a) levy Members the contribution it will need for the Fund for each 12 month period. The amount of contributions must coincide with the budget prepared by the Management Committee under clause 18; and

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- (b) levy the first contribution within one (1) month after the budget has been approved; and
- (c) coincide the contribution cycle with the budget cycle in clause 18.

19.2 Procedures for determining contributions

Contributions are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Management Committee).

19.3 12 Month contributions

The Management Committee must decide contributions for each 12 month period at a Meeting.

19.4 Contribution details

The person who convenes a Meeting to determine contributions must include with the notice of the Meeting:

- (a) the budget prepared by the Management Committee according to clause 18;
- (b) the current Financial Statement prepared by the Management Committee according to clause 19.7(a).

19.5 Insufficient funds


The Management Committee must levy Members additional contributions to the Fund if it cannot pay its debts for a 12 month contribution period.

19.6 Additional Funds Meeting

The person who convenes a Meeting to determine additional contributions must include with the notice of the Meeting a budget prepared by the Management Committee for the remainder of the 12 month contribution period which shows:

- (a) how much money the Management Committee will need for the remainder of the period for the Fund for which the additional contribution will be levied; and
- (b) income which the Management Committee knows it will receive for that Fund during the remainder of the period.

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19.7 *Preparing Financial Statements*

Within two (2) months after the end of each 12 month contribution period, the Management Committee must:

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

19.8 *Financial Statements*

The Management Committee must prepare Financial Statements for each of its accounts:

- (a) from the date of the last Financial Statement to within two (2) months after the next contribution period starts; and
- (b) where possible, in time for Members which are Corporations to include in their budgets their portion of costs under this Management Statement.

19.9 *Details of Financial Statements*

Each Financial Statement(s) must show for the Fund:


- (a) details of income and expenditure;
- (b) the balance carried forward from the last period;
- (c) particulars and amounts of each item of income;
- (d) particulars and amounts of each item of expenditure;
- (e) the cash in the Fund at the end of the period;
- (f) the balance of the Fund;
- (g) contribution arrears for each Member;
- (h) the amount of credit or debit in the Fund; and
- (i) other relevant information.

20 Insurance and Indemnity

20.1 *Required Insurances*

- (a) The Management Committee must effect and maintain insurances for:
 - (i) the full insurable value of the structure of Gosford Central in accordance with the Act; and

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- (i) Public Liability Insurance for liability not less than \$20,000,000.00 for any one claim or such higher amount as the Management Committee may determine by Resolution; and
 - (ii) machinery breakdown insurance for the Shared Facilities plant and equipment which is not covered under warranty; and
 - (iv) workers' compensation insurance if required by Law; and
 - (v) increased costs during the period of insurance.
- (b) All policies are to be taken out with an Approved Insurer in the names of the Management Committee, and, if applicable, any mortgagees in possession holding under a registered mortgage for their respective rights and interests.
- (c) Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Management Committee (or the Strata Manager) and certified copies must be supplied to each Member upon request.
- (d) The Management Committee must reassess the full insurable value of the structure of Gosford Central at least once every consecutive three (3) year period from the date of registration of this Management Statement.
- (e) The Management Committee must effect as a Shared Cost office bearers liability cover for all Representatives and Replacement Representatives Members of the Management Committee.

20.2 Valuation


The Management Committee must have Gosford Central valued for insurance purposes at least every three (3) years from the date this Management Statement is registered or such other period as is prescribed by the Act. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of seven (7) years' experience; and
- (b) experience in valuing for insurance purposes project properties like Gosford Central.

20.3 Insurance records

The Management Committee must keep with its records all duplicate or certified copies of the insurance policies, renewal certificates and endorsements for insurances it effects under this Management Statement.

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20.4 Basis of Apportionment

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 2.

20.5 Total or Partial Destruction of Gosford Central


In the event of Gosford Central or any part of Gosford Central being totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable the following alternatives will apply:

- (a) the Members will, from the insurance money available and to the extent this may be insufficient from their own money in the relevant proportions, reinstate Gosford Central or that part of Gosford Central substantially in accordance with its original design and the Architectural Code for Gosford Central or that part of Gosford Central; or
- (b) if the Members by Special Resolution agree that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent that this may be insufficient from their own monies, in the relevant proportions stipulated in Schedule 2, prepare the land for the new building and then construct Gosford Central or that part of Gosford Central in accordance with the agreed plans and specifications; or
- (c) if the Members by Unanimous Resolution agree that:
 - (i) Gosford Central or that part of Gosford Central is not to be reinstated; and
 - (ii) Gosford Central or that part of Gosford Central is not to be rebuilt to a different design, the Members will promptly demolish Gosford Central or that part of Gosford Central and clear the land or that part of the land of all improvements, structures, rubbish and debris and following the demolition clearance being carried out to the satisfaction of the Members then no Member will have a claim against another Member.
- (d) If the Members acting reasonably are unable to reach agreement under sub paragraphs (b) or (c) then sub paragraph 20.5(a) must apply.

20.6 Insurance not to be Avoided

A Member must not at any time do, permit or omit or suffer to be done, committed or omitted any act, matter or thing upon Gosford Central or to bring

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or keep anything on Gosford Central so that any insurance may be rendered void or voidable or the rate or premium of any insurance be liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

20.7 Indemnity

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Member's property in Gosford Central, those parties will:

- (a) do so at their own risk; and
- (b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:
 - (i) claims and demands of any kind;
 - (ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Member's property or Gosford Central,

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.


21 Shared Facilities

21.1 What are Shared Facilities?

A number of facilities and services in Gosford Central are used by two (2) or more Members. These facilities are called the Shared Facilities. The Shared Facilities include:

- (a) the Shared Facilities (with a description of each) in Schedule 1;
- (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 one Member's part of Gosford Central;
- (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;

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- (g) the inspection of Shared Facilities (if applicable) by an Authority; and
- (h) the certification of Shared Facilities for the purposes of the Law.

21.2 Management of Shared Facilities

Subject to this Management Statement, the Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Management Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

21.3 Who may use Shared Facilities?

This Management Statement may specify which Members and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility. If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment by each Member, Owner and Occupier according to this Management Statement.

21.4 Using approved contractors

Many of the Shared Facilities in Gosford Central are highly technical and affect other components in Gosford Central. As a result:

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

21.5 Contractors Used

The Management Committee must:

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


21.6 Approving Contractors

The Management Committee may make a decision to approve a contractor in its absolute discretion. The Members, Owners and Occupiers must use approved contractors for all work described in this clause.

21.7 Damage to Shared Facilities

A Member, an Owner or an Occupier must:

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- (a) use Shared Facilities only for their intended purposes;
- (b) immediately notify the Management Committee if they know about damage to or a defect in a Shared Facility; and
- (c) compensate the Management Committee for any damage to any Shared Facilities caused by them, their visitors or persons doing work in Gosford Central on their behalf.

21.8 *Management Committee and Contractor Access*

- (a) In addition to any rights at Law, the Management Committee and its employees and contractors may access any part of a Lot or Common Property to operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities and otherwise to comply with this Management Statement.
- (b) In exercising its rights referred to in clause 21.8(a) the Management Committee must:
 - (i) give reasonable prior notice to the relevant Lot Owner (excepting in an emergency situation if it is not practical to do so);
 - (ii) not unreasonably interfere with the quiet enjoyment of the Lot depending upon the circumstances; and
 - (iii) make good any damage to a Lot occasioned by this access.

22 Security

22.1 *Security control at Gosford Central*


Security of Gosford Central is important to all Members, Owners and Occupiers. To maintain an integrated security system, this Management Statement regulates access and security issues and the use of security equipment (e.g. the provision of security keys).

22.2 *Restricting access to parts of Gosford Central*

The Management Committee may:

- (a) close off or restrict access to Members, Owners and Occupiers to parts of Gosford Central to which they do not require access to get to a Lot which they own or occupy; and
- (b) subject to this Management Statement, restrict access to the Shared Facilities.

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- (c) secure doors or gates in Gosford Central between the hours it determines are appropriate to preserve the security of Gosford Central and to protect Owners and Occupiers and their property
- (d) not restrict access to a Strata Scheme without the consent of the Owner's Corporation for that Strata Scheme.

23 Powers of the Management Committee to act on behalf of the Members

23.1 Powers

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

- (a) the failure of a Member to pay Fund contributions; and/or
- (b) the failure of an Member or Owner or Occupier to comply with their obligations under this Management Statement.

23.2 Attorney

Each Member appoints the Management Committee as its agent and attorney to enable the Management Committee or a person appointed by the Management Committee to take any action authorised by a Resolution made by the Management Committee according to this Management Statement.

23.3 Member

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

24 Consents by the Management Committee


24.1 Consent

The Management Committee may give consents under this Management Statement at a Meeting or an Emergency Meeting. Unless a clause states otherwise, the Management Committee may give consents under this Management Statement by Resolution.

24.2 Conditions

The Management Committee may make conditions if it grants consent under this Management Statement.

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24.3 *Revoked Consent*

The Management Committee may revoke its consent if the person who has been granted the consent does not comply with:

- (a) conditions made by the Management Committee when it granted the consent; and
- (b) the clause under which the Management Committee granted the consent.

25 Owners Corporations By Laws

25.1 *Changing By Laws*


An Owners Corporation may change, alter, cancel or amend the By-laws for its Strata Scheme, provided:

- (a) the Owners Corporation must consult with the Management Committee prior to making the alteration, amendment, change or amendment to the by-law; and
- (b) the alteration, amendment, change or amendment to the By-law must not conflict with this Management Statement.

26 Car Park

- (a) Some areas of the Car Park and the car parking facilities in Gosford Central are a Shared Facility and are subject to Shared Costs which are apportioned and levied in accordance with Schedule 2.
- (b) The Owner or Occupier of a Lot who is allocated a Car Space for that Lot must:
 - (i) park only in the Car Space allocated to the Lot;
 - (ii) only drive in the direction indicated by arrows in the Car Park;
 - (iii) when driving a motor vehicle in the Car Park not exceed the speed of 10 kph;
 - (iv) co-operate with other Lot Owners or Occupiers in the Car Park; and
 - (v) keep the Car Space clean and tidy.
- (c) The Owner or Occupier of a Lot who is allocated a Car Space and the rights to the Car Park must not:
 - (i) park vehicles greater than size of the Car Space;

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- (ii) use the Car Space of another Owner or Occupier of a Lot; or
 - (iii) create any noise within the Car Park or in the Car Space which is likely to interfere with the peaceful enjoyment of Owner or Occupier of another Lot or of any person lawfully using the Car Park;
 - (iv) assign the security keys, access keys and necessary access devices for the Car Park without the consent of the Management Committee;
 - (v) assign, lease or licence the Car Space within the Car Park without the consent of the Management Committee, which may not be unreasonably withheld.
- (d) The Management Committee must:
- (i) maintain, clean and service the Shared Facility areas, including the mechanical ventilation, water sumps, access system, entrance gates and ramp;
 - (ii) provide adequate security for the Car Park;
 - (iii) issue each Owner or Occupier who has a Car Space in the Car Park access keys, security keys and necessary access devices for the Car Park.
- (e) The Management Committee may charge an Owner or an Occupier of a Lot a fee, charge or bond for the issue of access keys, security keys and necessary access devices for the Car Park under clause 26(c).
- (f) The Owners and Occupiers of a Lot must notify the Management Committee properly if an access key, security key or necessary access device is lost or misplaced by the relevant party.
- (g) The Management Committee, Owners and Occupiers of a Lot acknowledge the rights of the Owners and Occupiers of each other Lot to use the Shared Facilities, including the mechanical ventilation, water sumps, fire control devices which are contained in easements for the Car Park created under the *Conveyancing Act 1919 (NSW)*.

27 Use of Gosford Central in relation to movement of stock, goods, furniture

- (a) An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through Gosford Central or the

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Car Park, without sufficient notice to the Strata Manager or the Facilities Manager. The Strata Manager has the absolute discretion to limit such movement of furniture, large objects or deliveries to a specific time, so to limit the inconvenience to an Owner or Occupier of another Lot.

- (b) An Owner or Occupier of a Lot transporting items as specified in subparagraph (a) must use the protective material required to be used by the Strata Manager or Management Committee, when transporting any item in or across or through Gosford Central.
- (c) The Management Committee may resolve by Special Resolution that furniture, large objects or deliveries to and from the Lot are to be transported through or on Gosford Central (whether in the building or not) in a specified manner.
- (d) If the Management Committee has specified, by Special Resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Gosford Central except in accordance with that Special Resolution.

28 Garbage disposal


- (a) Subject to all the requirements of Council, each Owner or Occupier must ensure the removal of garbage from the Lot on a regular basis.
- (b) Garbage may be stored or disposed of by each Owner or Occupier in the Garbage Disposal Area until collection.
- (c) The Management Committee must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, must incorporate or address:
 - (i) permitted means, times and regularity of disposal;
 - (ii) disposal routes;
 - (iii) permitted pick-up areas (if any);
 - (iv) location of garbage removal;
 - (v) storage of garbage;
 - (vi) containment of garbage;
 - (vii) regularity of garbage removal;

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- (viii) washing of bins;
 - (ix) segregation of recycling from general garbage; and
 - (x) special garbage requirements generally,
- (d) and may also incorporate or address other matter as determined by the Management Committee from time to time.
- (e) The Management Committee must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Management Committee, to:
- (i) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;
 - (ii) clean the Garbage Disposal Area on at least a weekly basis; and
 - (iii) conduct daily inspections of Common Property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until collection.
- (f) An Owner or Occupier must:
- (i) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;
 - (ii) drain and securely wrap in an impermeable material all garbage and store garbage in the Garbage Disposal Area until collection;
 - (iii) not dispose of any liquid substances in the Garbage Disposal Area;
 - (iv) dispose of recyclable material in recycling bins in the Garbage Disposal Area;
 - (v) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots; and
 - (vi) comply with the garbage removal rules, including any garbage removal system put in place by the Management Committee.
- (g) The Management Committee must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.

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- (h) Each Owner must display in its lot at all times a copy of the current garbage removal rules of the Management Committee, including details of the garbage removal system.
- (i) Each Owner acknowledges and agrees that this by-law is required by Council and it must be maintained at all times and cannot be revoked or amended unless Council expressly agrees otherwise.


29 Awning Signage

- (a) An Owner or Occupier of a Lot in the Commercial Stratum may place a sign hanging down from the Awning, immediately adjacent to such Lot subject to first obtaining the consent of the Management Committee which consent must be provided where such signage:
 - (i) describes the business which is operating from the Lot;
 - (ii) the sign is made of new material;
 - (iii) has been consented to by all relevant Authorities.
 - (iv) the dimensions of the sign are no more than 1.5 metres at the top x 0.4 metres down from the top ;
 - (v) the top of the sign at no point is lower than 0.2 metres from the underside of the Awning; and
 - (vi) the sign must be illuminated.
- (b) Prior to the Management Committee consenting to a sign referred to in subparagraph (a), the Management Committee may require the relevant Owner of the Lot to provide an indemnity to all other Owners in Gosford Central for any loss, damage, interest or cost that may be suffered by any other Owner as a consequence of such sign.
- (c) Any sign consented to by the Management Committee pursuant to subparagraph (a) must be maintained and repaired at all times by the Owner of the Lot immediately adjacent to such sign, otherwise the sign must be immediately removed by that Owner at the direction of the Management Committee (or the Management Committee may procure its removal at the cost of that Owner).

30 Restricted Period

- (a) During the Restricted Period and without the consent of the Management Committee, the Developer may (or may procure to):

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- (i) undertake any construction or demolition work on the Parcel;
 - (ii) install temporary services or disconnect services;
 - (iii) augment or change the location of Shared Services;
 - (iv) place temporary signs, structures, building material, fences, plant and equipment including cranes, hoardings and/or scaffolding;
 - (v) create construction noise and interference for the purposes referred to in clause 30(a); and
 - (vi) access any part of the Parcel for the purposes referred to in this clause 30(a).
- (b) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the matters referred to in clause 30(a) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).
- (c) In relation to the matters referred to in clauses 30(a)(ii), (iii) and (vi), the Developer must provide the Management Committee with reasonable notice (except in an emergency when no notice is required) of its requirement to avail itself of these clauses and the detail of what the Developer intends to do.
- (d) During the Restricted Period the Developer may (or may procure to) carry out Selling Activities anywhere within Gosford Central without the consent of the Management Committee.
- (e) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the Selling Activities referred to in subparagraph (d) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).


31 Strata Subdivisions

31.1 Strata Plan

Where an Owner (Former Lot Owner) registers a Strata Plan in respect of its Lot (Former Lot):

- (a) the Former Lot Owner's Representative on the Management Committee immediately vacates its appointment;
- (b) the Owners Corporation of the Strata Scheme of the Former Lot will be entitled to appoint a Representative to take the place of the Former Lot

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Owner's Representative on the Management Committee and vote in accordance with this Management Statement;

- (c) the Owners Corporation of the Strata Scheme of the Former Lot will be liable for all of the Former Lot Owner's contributions and the payment of all monies previously required by the Former Lot Owner under this Management Statement;
- (d) except as set out in clause 31.1(b) and 31.1(c) all references to the Former Lot will be deemed to be a reference to all land comprising in the Strata Scheme for the Former Lot; and
- (e) all Owners with an interest in the Lot in the Strata Scheme of the Former Lot will otherwise be bound by this Management Statement.

32 Subdivision

32.1 Volumetric Subdivisions


If the Owner or the Owners Corporation of a Lot proposes at any time to subdivide its lot (or part of it Lot) to create two or more lots other than by way of strata subdivision or leasehold subdivision (Subdivision), each Owner must:

- (a) give its consent to the proposed Subdivision;
- (b) obtain consent from any party connected to the Owner or the Owner's Lot which is required for the Subdivision (such as a mortgagee and/or tenant); and
- (c) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the plan and ancillary instruments giving effect to the Subdivision.

32.2 Variation of Management Statement

- (a) Consent to the Subdivision may, at the discretion of the Management Committee, be subject to a Shared Facilities Review in accordance with clause 7.
- (b) In the event that a Shared Facilities Review is required for the Subdivision, the Management Committee will procure this Management Statement is amended and/or replaced (if so required) so that:
 - (i) the details of the additional lot or lots created pursuant to the Subdivision of the Former Lot (each a New Lot) are included in

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this Management Statement in the same manner as the existing Lots subject to any appropriate changes;

- (ii) for completeness, references to the Former Lot are removed from this Management Statement; and
- (iii) the liabilities of the Owner of the Former Lot under this Management Statement are apportioned in accordance with the Review Expert's determination under the Shared Facilities Review.

32.3 Voting


For clarity, each Owner of a New Lot will upon virtue of the Subdivision become:

- (a) a member of the Management Committee; and
- (b) an Owner,

for the purposes of voting and otherwise for the purposes of this Management Statement and each Owner of a New Lot shall be entitled to one vote.

PART 4 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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Execution

Registered Proprietor

Executed by EQ Gosford Pty Ltd)
ACN 610 446 109 in accordance with)
section 127 of the *Corporations Act 2001*)
(Cth) by:)
)
)



Signature of Director
SOLE DIRECTOR / SECRETARY


Colin Sim

Print name of Director / SECRETARY.
SOLE

Signature of Director/Secretary

Print name of Director/Secretary

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Mortgagee

Signed, sealed and delivered for and on behalf of ING Bank (Australia) Ltd
 ACN 000 893 292 by its attorney duly authorised attorneys ~~Marc Seadie~~ ^{Mark Proajlo} and ~~Marc Seadie~~ ^{Mark Proajlo} pursuant to Power of Attorney dated 20 November 2018 Registered Book 4752 Number 936 who certify they have not received notice of the revocation of such Power of Attorney in the presence of:

[Handwritten mark]

[Handwritten signature]
 Signature of Witness

[Handwritten signature]
 Signature of Attorney - Rory Nott


Chantelle Beamin
 Print name of Witness

Mark Proajlo
 Signature of Attorney - ~~Marc Seadie~~
 Mark Proajlo *[Handwritten mark]*

Level 14, 60 Market

Place, Sydney NSW 2000
 Address of Witness


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Schedule 1 List of Shared Facilities


SF	Shared Facility	Description
1.	Main Switch Room	<p>This includes:</p> <ul style="list-style-type: none"> electrical wires, cables and ducts exclusively servicing Shared Facilities; switchboard; ventilation system; lighting and electricity consumption for this room; electrical wires, cables and ducts that service more than one component of Gosford Central; and cleaning. <p>This excludes:</p> <ul style="list-style-type: none"> costs for electrical consumption other than electricity consumed in the main switch room; and electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier.
2.	Electrical Wall Mounted Enclosure	<p>The electrical enclosure includes, without limitation, the building structure and fabric.</p> <p>This excludes:</p> <ul style="list-style-type: none"> the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia; lighting; and cleaning costs.

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SF	Shared Facility	Description
3.	Lifts	<p>The lifts throughout all buildings of Gosford Central.</p> <p>This includes:</p> <ul style="list-style-type: none"> • maintenance and repair; • access to and from the lobby, lifts, corridors, stairs and mailboxes using the most direct route or a route nominated by the Management Committee from time to time; and • costs for consumption of electricity.
4.	Insurance	<p>Costs for insurance include, without limitation:</p> <ul style="list-style-type: none"> • building insurance premiums; and • public liability insurance; and • premiums under other policies effected by the Management Committee according to the management statement; and • excess on insurance policies effected by the Management Committee; and • valuations of the building for insurance purposes; and • insurance broker fees; and • office bearers premium for members of the Management Committee as well as members of any owners corporation forming part of Gosford Central. <p>other costs incurred by the Management Committee to effect an insurance policy or under an existing insurance policy.</p>

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SF	Shared Facility	Description
5.	Loading Dock Area	<p>This includes:</p> <ul style="list-style-type: none"> • lighting costs and electricity; • hose taps and connected hoses; • ventilation system for the area; • cleaning, repair and maintenance costs; and • line markings and signage.
6.	Roller Shutters (Residential Basement only)	<p>This includes:</p> <ul style="list-style-type: none"> • Repair, replacement and maintenance of the roller shutters (including their motors); and • electricity. <p>This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.</p>
7.	Roller Shutters (Loading Dock only)	<p>This includes:</p> <ul style="list-style-type: none"> • Repair, replacement and maintenance of the roller shutters (including their motors); and • electricity. <p>This also includes access to and from the loading dock using the most direct route or the route nominated by the Management Committee from time to time.</p>

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SF	Shared Facility	Description
8.	Fire Stairs and Fire Corridors	<p>The Fire Stairs and Fire Corridors may only be used for fire evacuation or testing purposes.</p> <p>This includes:</p> <ul style="list-style-type: none"> • cleaning; • electric usage; • ventilation; and • lighting. <p>This also includes access to and from the fire stairs.</p>
9.	Mail boxes	<p>This includes:</p> <ul style="list-style-type: none"> • Maintenance, replacement and repairs; • lighting; and • cleaning <p>This also includes access to and from the mailboxes using the most direct route or a route nominated by the Management Committee, from, time to time.</p>
10.	Open Space Areas (Ground floor only)	<p>This includes:</p> <ul style="list-style-type: none"> • awnings (including repair, replacement and maintenance); • signage; • cleaning; • lighting, electrical power; and • general repair, replacement and maintenance.
11.	Bike Racks	<p>This includes:</p> <ul style="list-style-type: none"> • Repairs, replacement and maintenance; and • Lighting and electricity <p>This includes access to and from the bike racks using the most direct route or the route nominated by the Management Committee from time to time.</p>

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12.	Fire Control Systems etc	<p>The fire system is an integrated system located throughout Gosford Central. It includes without limitation, each of the following items:</p> <ul style="list-style-type: none"> • Fire control room; • fire hydrant system, which includes all booster pumps, valves, pipe work and tanks associated with the fire hydrant system; • the sprinkler system including all booster pumps, valves, tanks, pipe work and electrical components that form part of the fire sprinkler system; • emergency warning intercommunication system (EWIS) and fire alarm systems including speakers, alarms and associated electrical components; • the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; • emergency and exit lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; • fire indicator panel and mimic panel together with their associated electrical components (including fans and ducting work); • ventilation system to fire control plant area; • stair pressurisation systems (including associated risers and ducts); • Separate smoke control; • fire control equipment; • the fire stairs providing access to open space; • cleaning, repair, replacement and maintenance of the equipment and room; and • annual fire safety certification.
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SF	Shared Facility	Description
		<p>The fire system also includes the cost to comply with any obligations of the Management Committee regarding fire certification and safety.</p> <p>The fire system does not include additional fire safety equipment or services installed in Gosford Central by a Member, Owner or Occupier.</p>
13.	Fan Rooms for Car Park, Car Park Exhaust and Supply Systems and Ducts	<p>The Fan Rooms for Car Park Exhaust and Supply Systems and Ducts.</p> <p>This includes:</p> <ul style="list-style-type: none"> • electrical wires, cables and ducts; • fans; • motors; • the garage exhaust system to the point of discharge and air supply systems; • cleaning; and • electricity and lighting costs.
14.	Strata Management Services	<p>Strata management services include the services provided by the Strata Manager appointed by the Management Committee. Costs for strata management services include, without limitation:</p> <ul style="list-style-type: none"> • management fees and other fees that the Management Committee must pay the Strata Manager according to their agreement; • other costs incurred by the Management Committee according to its agreement with the Strata Manager; • audit fees incurred by the Management Committee; and • costs incurred by the Management Committee to maintain its records (including its financial records) according to this management statement.

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SF	Shared Facility	Description
15.	Domestic Cold Water Mains and Sewer Mains	<p>The Domestic Cold Water Mains and Sewer Mains.</p> <p>This includes:</p> <ul style="list-style-type: none"> • domestic water services pump and stormwater pump station including: • pump assemblies; • valves and piping costs; • repairs and maintenance; • cleaning costs; • electricity and lighting costs; • metres, risers and pipes; • ventilation system for the area; and • signage, <p>but excludes:</p> <ul style="list-style-type: none"> • costs for water consumption; and • water and sewer pipes that are for the exclusive use of a Member, an Owner or an Occupier.

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SF	Shared Facility	Description
16.	Security Systems	<p>Security systems generally include all security items giving access to Shared Facilities and vehicular access into the Common Property at ground level, level 1 and level 2 of Gosford Central. In particular, security systems include:</p> <ul style="list-style-type: none"> • security keys (and equipment for encoding security keys); • security cameras in Common Property at ground level, level 1 and level 2 and Shared Facilities; • security equipment (for example, computers, monitors) monitoring security cameras in Common Property at ground level, level 1 and level 2 or Shared Facilities; and • the security access card reader located at the entrance to Gosford Central, the residential lobbies and the car park. <p>This Shared Facility does not include the intercom and security systems that only service the Residential Component</p>
17.	Facilities Management Services	<p>Facilities Management Services include the services provided by the Facilities Manager appointed by the Management Committee. Costs for facilities management services include, without limitation:</p> <ul style="list-style-type: none"> • management fees and other fees that the Management Committee must pay the Facilities Manager according to their agreement; and • other costs incurred by the Management Committee according to its agreement with the Facilities Manager.

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SF	Shared Facility	Description
18.	MDF Room	<p>The MDF (main distribution frame for telecommunications) located on the ground level.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all telephone equipment other than the property of the service; • all wiring, risers and equipment; • all lighting and electricity consumption for the room; and • ventilation.
19.	Accessible WC	<p>The Accessible WC includes:</p> <ul style="list-style-type: none"> • bathroom fixtures, finishes and fittings; • cleaning; • lighting and electricity costs; • toilet supplies such as toilet paper; • repairs, replacement and maintenance; and • water consumption. <p>This also includes access to and from the accessible toilet using the most direct route or a route nominated by the Management Committee from time to time.</p>
20.	Surface Water Drains (Level 2 only)	<p>Surface Water Drains.</p> <p>This includes:</p> <ul style="list-style-type: none"> • regular cleaning; • unblocking; and • repair, replacement and maintenance of grates.

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SF	Shared Facility	Description
21.	Building Structure, Perimeter and Retaining Walls	<p>This includes all footings, columns, beams, slabs, perimeter walls and retaining walls and other structural elements located on basement levels and open areas at ground level which support the buildings that comprise Gosford Central.</p> <p>This includes structural repairs and structural maintenance (but not ordinary maintenance and repairs such as painting and cleaning), waterproofing and replacement where necessary.</p>
22.	Ramps and Car Park Circulation Areas	<p>The Ramps and Car Park Circulation Areas including all ramps, aisles, driveways and other open circulation areas.</p> <p>This includes:</p> <ul style="list-style-type: none"> • line marking on the ramps and circulation areas (excluding individual car spaces); • clearing; • repair and maintenance excluding structural repairs and maintenance; • lighting (including fittings) and any repairs, replacement and maintenance; • electrical wires to the light fittings; • replacement of light tubes, globes and starters; • signage in the driveways and ramps; and • electricity. <p>This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.</p>

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SF	Shared Facility	Description
23.	Signage	<p>Signage including all line marking, directional signage, facility signage and signage for the Building which is located in or on shared facilities including:</p> <ul style="list-style-type: none"> • regular cleaning; • electricity costs; and • repairs, replacement and maintenance. <p>It does not include signage on or within a member's component of the Building (which only services that component)</p>
24.	Retail Signage	<p>Under awning signage on ground level including:</p> <ul style="list-style-type: none"> • All wires, cables, conduits and other equipment used for the passage of electricity or other services to the Retail signage • Cleaning • Repair, replacement and maintenance.
25.	Entry area and Accessway	<p>Entry areas and accessways at ground floor and lift lobbies located on ground level and level 2 including:</p> <ul style="list-style-type: none"> • Cleaning • Maintenance, repair and replacement of lighting, finishes, fittings and other equipment.
26.	Unmetered utility consumption to the Building	<p>Charges for utility consumption (such as water and electricity) by Share Facilities areas and Share Facilities and by any other areas in the Building that are not separately metered.</p> <p>The consumption by the unmetered Share Facilities areas and Shared Facilities will be calculated by deducting the consumption by Strata Lots and Stratum Lots and by any Shared Facility areas and Shared Facility that are separately metered from the total consumption by the Building as measure by the utility provider's gate meters in or for the building.</p> <p>The cost is to be shared in the proportion to the GFA of each Member's Stratum lot in relation to the GFA of all Stratum Lots.</p>

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SF	Shared Facility	Description
27.	Utility consumption to metered common areas	Charges for utility consumption by Shared Facilities areas, Shared Facilities and common areas that is metered to any Shared Facility. The cost is to be shared in the proportion of GFA of each entitled Member's Stratum lot in relation to GFA of all entitled Member's Stratum Lots.
28.	Cleaning – general	Cleaning of Shared Facilities and shared areas used by all members.
29.	Cleaning – car park	Cleaning of Car Park on all car park levels.

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Schedule 2

Shared Costs

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SF	Shared Facility	Commercial Stratum Proportion	Residential x Stratum Proportion	Methodology of Apportionment
1.	Main Switch Room	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
2.	Electrical Wall Mounted Enclosure	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
3.	Lifts	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
4.	Insurance	4%	96%	Proportion based upon replacement value of each stratum lot
5.	Loading Dock Area	50%	50%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
6.	Roller Shutters (Residential Basement only)	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)


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SF	Shared Facility	Commercial Stratum Proportion	Residential Stratum Proportion	Methodology of Apportionment
7.	Roller Shutters (Loading Dock only)	50%	50%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
8.	Fire Stairs and Fire Corridors	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
9.	Mail boxes	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
10.	Open Space Areas (Ground floor only)	4%	96%	Members Proportion as a percentage of area and use
11.	Bike Racks	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
12.	Fire Control Systems etc	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
13.	Fan Rooms for Car Park, Car Park Exhaust and Supply Systems and Ducts	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)


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SF	Shared Facility	Commercial Stratum Proportion	Residential < Stratum Proportion	Methodology of Apportionment
14.	Strata Management Services	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
15.	Domestic Cold Water Mains and Sewer Mains	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
16.	Security Systems	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
17.	Facilities Management Services	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
18.	MDF Room	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
19.	Accessible WC	50%	50%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)


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SF	Shared Facility	Commercial Stratum Proportion	Residential Stratum Proportion	Methodology of Apportionment
20.	Surface Water Drains (Level 2 only)	7%	93%	Members Proportion relative to number of car spaces
21.	Building Structure, Perimeter and Retaining Walls	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
22.	Ramps and Basement Circulation Areas	7%	93%	Members Proportion relative to the number of car spaces
23.	Signage	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
24.	Retail signage	100%	0%	100% paid by stratum Lot 1 based upon usage
25.	Entry area and accessway	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
26.	Unmetered utility consumption to the Building	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)


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SF	Shared Facility	Commercial Stratum Proportion	Residential x Stratum Proportion	Methodology of Apportionment
27.	Utility consumption to metered common areas	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
28.	Cleaning – general	4%	96%	Members Proportion as a percentage (excluding the area of car parking and storage areas forming part of a lot in this calculation)
29.	Cleaning – car park	7%	93%	Members Proportion relative to number of car spaces

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Schedule 3 Architectural Code

Gosford Central MANAGEMENT STATEMENT

Schedule C - Architectural Code

Part 1

Introduction

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 Gosford Central are:


- (a) to preserve the design integrity and architectural quality of Gosford Central;
- (b) to recognise the different requirements of the main and separate components of Gosford Central, while having proper regard to the common interest of all Members, Owners and Occupiers;
- (c) to maintain the high aesthetic standards that make Gosford Central such an attractive and desirable place in which to live or operate a business; and
- (d) to uphold property values for Owners.

1.2 What does the Architectural Code regulate?

The Architectural Code regulates Architectural Works and Building Works. It contains requirements about things like:

- (a) the External Appearance of Gosford Central;
- (b) works which you may carry out without consent from the Committee or your Owners Corporation;
- (c) works which you may not carry out without consent from the Committee or your Owners Corporation;
- (d) acoustic requirements and noise control; and
- (e) works which you cannot carry out.

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1.3 Disputes

The dispute resolution provisions in the Management Statement apply to the Architectural Code and to approvals granted or refused under it.

1.4 Easements

Despite anything to the contrary in this management statement the Management Statement or the Architectural Code, you do not need to obtain approval from the Committee to carry out works Building Works or other works or do anything which you are entitled to do under the Easements.

2 Who must comply with the Architectural Code?

2.1 Members, Owners and Occupiers who must by the Architectural Code

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those who are exempt under clause 15 ("Architectural Compliance") of the Management Statement this management statement).

2.2 Interpreting this Architectural Code

In this Architectural Code, references to a Member, Owner or Occupier mean only a Member, Owner or Occupier who is required to comply with the Architectural Code under the Management Statement (unless the contrary intention is expressed).

2.3 The Developer

Despite anything to the contrary in the Architectural Code, the Management Statement exempts the Developer from having to comply with the Architectural Code. For example, the Architectural Code does not apply to Development Works and Selling Activities carried out by the Developer.

3 Management Statement and By-Laws


3.1 Inconsistencies with this the Management Statement

If there is an inconsistency between a clause in this the Management Statement and the Architectural Code, the clause in the Management Statement prevails.

3.2 Inconsistencies with By-Laws

If there is an inconsistency between a By-Law and the Architectural Code, the relevant Owners Corporation must amend the By-Law to make it consistent with the Architectural Code.


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4 Where to get more information

Contact the Strata Manager or Facilities Manager if you need information about the Architectural Code or if you are unsure about whether you need consent to carry out work.

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Gosford Central MANAGEMENT STATEMENT

Part 2

Architectural Standards and Architectural Works

5 Objectives

5.1 Architectural Standards

The purpose of the Architectural Standards is to ensure that Members, Owners and Occupiers do not place, install or retain anything in Gosford Central:

- (a) which is not in conformity with the appearance of Gosford Central; or
- (b) which, in the opinion of the Committee acting reasonably, affects the External Appearance of Gosford Central.

This is achieved by setting parameters in the Architectural Standards for items like window coverings, Balcony furniture and other items that are visible from outside buildings in Gosford Central.

5.2 Architectural Works


You must apply to the Committee for consent to carry out Architectural Works. Architectural Works are anything:

- (a) for which the Architectural Standards in this Part 2 require you to obtain consent;
- (b) which affect the architectural integrity of Gosford Central and are not approved under the Architectural Standards;
- (c) which otherwise changes the External Appearance of Gosford Central; or
- (d) which are not Building Works; or
- (e) referred to in clauses 6 to 13 below.

5.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of Gosford Central and changes that may be made to the External

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Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in a Lot. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

6 General requirements

6.1 Owners Corporations

An Owners Corporation must obtain consent from the Committee to place, install or retain anything in its Common Property:

- (a) that is not in conformity with the External Appearance of Gosford Central; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Gosford Central.

6.2 Retail and Commercial lots

The Owner or Occupier of a Lot, must not place, install or retain anything on its Balcony or in a part of its Lot visible from the outside:

- (a) that is not in conformity with the Architectural Code; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Gosford Central.

6.3 Powers of the Committee

The Committee has the power to require you or your Owners Corporation to remove an item you have placed, installed or retained that alters the appearance of Gosford Central if, in the opinion of the Committee acting reasonably, the item:


- (a) is not in conformity with the Architectural Code; or
- (b) is not in conformity with the External Appearance of Gosford Central; or
- (c) affects the External Appearance of Gosford Central.

7 Window coverings and blinds

7.1 The need for a co-ordinated approach

The Committee must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors for Lots.

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7.2 Curtains, blinds and other window coverings in the Lots

If you are the Owner or Occupier of a Commercial Lot, you may install curtains, blinds, louvres, shutters and other window coverings in your Lot provided that they are:

- (a) in conformity with the appearance of Gosford Central and have an appearance from outside the Lot that is warm white; and
- (b) of a quality commensurate to the quality of Gosford Central.

7.3 Curtains, blinds and other window coverings in Common Property

If you are an Owners Corporation:

- (a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance from outside the Strata Scheme which is warm white; and
- (b) you must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.3(a).

7.4 Sun shades

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device:

- (a) in your Lot; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

7.5 Window treatments

Subject to clause 7.6, you must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:


- (a) in your Lot; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

Any window treatment to your glass windows or doors must be maintained in good condition.

7.6 Window treatments for Commercial Lots

- (a) Window treatments for Commercial Lots must:
 - (i) be of high quality materials; and

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(li) incorporate a form of display into the shopfront (where possible).

- (b) The window treatments for Commercial Lots do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owner or Occupier of the Commercial Lot. Any proposal for a Commercial Lot shop front treatment or display must be consented to by the Committee generally.

8 Colour schemes and paint work

8.1 Your obligations

- (a) You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Lot or Common Property if the proposed colour or surface changes or is not in keeping with the External Appearance of Gosford Central. This clause does not apply to the Commercial Lot.
- (b) If you are the Owner or Occupier of a Commercial Lot, you must have consent from the Committee to alter the colour of the ceiling or any bulkhead visible from outside Common Property or Gosford Central. The Committee will generally consent to a change if it is in keeping with the design and colour scheme of with the ground floor external areas of Gosford Central.

9 External lighting

9.1 Your obligations

You must have consent from the Committee to change the existing exterior lighting in your Commercial Lot or Common Property.

10 External finishes

10.1 Your obligations


Subject to clause 11 ("Commercial Shared Facilities"), you must have consent from the Committee and Council to change the existing exterior balustrade, flooring or fittings in your Commercial Lot or Common Property.

11 Signage

11.1 Signs on Common Property

An Owners Corporation must have consent from the Committee to erect a sign on Common Property (other than a Strata Scheme notice board as required under the Management Act).


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11.2 Signs in Commercial Lots

- (a) The Owner or Occupier of a Commercial Lot may erect a sign or shopfront display in your Commercial Lot provided that it complies with the following guidelines:
- (i) signage and display to be designed by a professional signage consultant with appropriate Separate experience;
 - (ii) signage above the frontage entry doors may occupy up to 25% of the area around the entrance;
 - (iii) total area of signage and shopfront displays not to exceed 10% of the total glazed frontage to the Commercial Lot (being frontage to the Open Space Areas or);
 - (iv) all 3-dimensional signs must be placed inside glazed frontage;
 - (v) no signs or displays are permitted on the external surface of the glazed frontage;
 - (vi) lettering or symbols incorporated in illuminated signage must be 3-dimensional;
 - (vii) no signs are permitted to the internal or external surface of glazing that faces onto the External Courtyard Space (being Shared Facility SF17);
 - (viii) no flat box signs are permitted.
- (b) Illuminated signs must be switched off during hours determined by the Committee (acting reasonably).
- (c) The Owner or Occupier of a Commercial Lot must have consent from the Committee generally to erect a sign or shopfront display in your Commercial Lot which does not comply with the guidelines set out in clause 11.2(a) above.

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Gosford Central MANAGEMENT STATEMENT

Part 3

Building Standards and Building Works

12 Objectives

12.1 Building Standards

The Building Standards are designed to maintain the architectural, structural and fire integrity of Gosford Central. The purposes of the Building Standards are:

- (a) to maintain the External Appearance of Gosford Central;
- (b) to ensure that Building Works are co-ordinated and consistent throughout Gosford Central; and
- (c) to prevent damage to structures and services in Gosford Central.

12.2 When do you need consent to carry out work?

You must apply to the Committee or, where applicable, your Owners Corporation for consent to carry out Building Works. Building Works are all works that affect Shared Facilities, Common Property, a Residential Lot or Commercial Lot:


- (a) that are not approved under the Building Standards in this Part 3;
- (b) that affect the External Appearance of Gosford Central;
- (c) that the Building Standards in this Part 3 require you to obtain consent;
or
- (d) that are not Architectural Works.

12.3 Types of Building Works

There are 3 types of Building Works that regulate works may be carried out in Gosford Central. They are:

- (a) Common Property Building Works. See clause 13 ("Common Property Building Works");
- (b) External Appearance Building Works. See clause 14 ("External Appearance Building Works"); and

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- (c) Shared Facility Building Works. See clause 16 ("Shared Facilities Building Works").

12.4 Who grants consent?

The consent that you must have before you carry out Building Works depends on the type of work you propose to do. In summary, you must have consent from:

- (a) your Owners Corporation (if applicable) to carry out Common Property Building Works;
- (b) the Committee to carry out External Appearance Building Works; and
- (c) the Committee to carry out Shared Facility Building Works.

13 Common Property Building Works

13.1 Definition

Subject to this clause 13, Common Property Building Works are all works in a Residential Lot, Commercial Lot or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

13.2 What is Common Property?

Common Property in a Strata Scheme includes:


- (a) the boundaries of an Residential Lot or Commercial Lot;
- (b) common areas in the Strata Scheme, such as corridors and walkways which are generally accessible to Owners and Occupiers in the Strata Scheme.

For the purposes of the Architectural Code, Common Property does not include Shared Facilities or other items which, if altered, would affect the External Appearance of Gosford Central. As these items affect all of Gosford Central, the Committee will control alterations to them under this part of the Architectural Code.

13.3 Common Property in a Commercial Lot

The Common Property boundaries of a Residential Lot or Commercial Lot are usually the boundary walls (e.g. a wall between 2 Residential Lots), the floor and the ceiling of the Residential Lot or Commercial Lot. Important points to note in this regard are:

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- (a) the door onto the Balcony of a Residential Lot or Commercial Lot will generally be Common Property; and
- (b) a "wall" includes a window or door in the wall.

13.4 When is consent necessary?

Subject to clause 13.5 ("When is consent not necessary?"), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works. Examples of when you will require consent are where you propose to:

- (a) alter the existing materials in the floor of your Lot;
- (b) install a security system in your Lot if any part of the system will be located in or attached to Common Property (eg in the ceiling of your Lot); and
- (c) relocate or install new pipes, wires, cables or ducts in the boundary walls, floor or ceiling of your Lot.

13.5 When is consent not necessary?

You do not need consent from your Owners Corporation or the Committee to carry out Common Property Building Works if the proposed works are:

- (a) minor fit out works inside your Lot;
- (b) works or alterations to the interior of Common Property walls enclosing your Lot (e.g. hanging pictures or attaching items to a Common Property wall).

14 External Appearance Building Works


14.1 Your obligations

You must obtain consent from the Committee before you carry out External Appearance Building Works.

14.2 Definition

Subject to this clause 14.2, External Appearance Building Works are all works in Common Property, Shared Facilities, a Lot that affect (or will affect) the External Appearance of Gosford Central. External Appearance Building Works do not include works which are Common Property Building Works or Shared Facilities Building Works.

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14.3 What is the External Appearance?

The External Appearance of Gosford Central is the appearance of any external surface of a Strata Scheme, a Residential Lot, Commercial Lot or the Separate Area that is visible from outside the Strata Scheme, Residential Lot, Commercial Lot or Separate Area.

15 Shared Facilities Building Works

15.1 Your obligations

You must obtain consent from the Committee before you carry out Shared Facilities Building Works.

15.2 Definition

Subject to this clause 15.2, Shared Facilities Building Works are:

- (a) all works that affect Shared Facilities;
- (b) works in a Lot that affect another component of Gosford Central; and
- (c) works in Common Property that affect another component in Gosford Central.

Shared Facilities Building Works do not include works that are Common Property Building Works or External Appearance Building Works.

16 Installing security devices

16.1 When is consent necessary?


Subject to this clause 16.1, you must have consent from the Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

16.2 Security doors and windows

Subject to this clause 16.2, the Committee will generally consent to an application to install a security door or window in a Lot or Common Property if:

- (a) the door or window is finished in:
 - (i) a colour that matches the existing door or window frame; or
 - (ii) a warm white colour for an Residential Lot; and
- (b) the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail. The

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Committee will generally not consent to the installation of a security door to the entry door to a Lot.

16.3 Alarms

You may install a security alarm in your Lot or Common Property without consent from the Committee or your 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 does not interfere with Common Property (e.g. is not attached to the ceiling of the Balcony of your Lot); and
- (e) the installation is not attached to or does not interfere with a Shared Facility.

16.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

- (a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or
- (b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

16.5 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 16.5. The Committee will generally consent to the installation of other security devices if:


- (a) the device is in keeping with the appearance of Gosford Central; and
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

17 Procedures to enclose a Carspace

17.1 What are the procedures?

You must have consent from Council and the Committee to enclose a Carspace. The Committee will not consent to the enclosure of a Carspace unless:

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- (a) the enclosure takes place wholly within the Carspace;
- (b) the enclosure complies with the current car parking requirements of Council;
- (c) you have consent of the adjoining Carspace owner;
- (d) the enclosure is on the centre line between the Carspace and an adjoining Carspace;
- (e) all fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the Committee;
- (f) you obtain consent from your Owners Corporation; and
- (g) if you are an Occupier, you obtain consent from the Owner of your Lot.

18 Some prohibitions

You must not:

- (a) install a solid fuel burning appliance in Gosford Central;
- (b) install a mounted air conditioning unit on the Balcony of a Lot or on Common Property;
- (c) enclose the Balcony of a Lot;
- (d) hang clothes, laundry, bedding or similar items on your Balcony or in any area that is visible from street level and outside a component in Gosford Central; or
- (e) attach or hang an aerial, security device or wires outside a component in Gosford Central.

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Gosford Central MANAGEMENT STATEMENT

Part 4

Acoustic Standards

19 Objectives

19.1 Acoustic Standards

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various components of Gosford Central.

19.2 Your obligations

It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, the Acoustic Standards provide controls about important issues like holding parties and playing musical instruments.

19.3 How do the Acoustic Standards work?

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 20.4 ("Playing musical instruments") you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

20 General requirements


20.1 Noise which affects your neighbours

Subject to the Acoustic Standards, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Lot or Common Property.

20.2 Equipment and machinery

You must ensure that equipment and machinery in your Lot, Common Property does not cause vibrations or noise in another part of Gosford Central (e.g. tread mills, weight machines or washing machines).

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20.3 Using power tools

Subject to any conditions which apply when you carry out Building Works, you may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.


20.4 Playing musical instruments

Subject to the Acoustic Standards, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

20.5 Playing music

Subject to the Architectural Standards and, in particular, clause 5 ("Objectives") and this clause 20.5, you must not play live or other music that exceeds 65dB(A) at the boundary of your Strata Scheme after 11.00pm (or another hour reasonably determined by the Committee).

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Gosford Central MANAGEMENT STATEMENT

Part 5

The approval process and carrying out work

21 Application process

21.1 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 your application under the Architectural Code.

21.2 What information must you include in your application?


If you make an application under the Architectural Code, the application must:

- (a) be in writing;
- (b) include the plans, drawings and other documents specified by the Committee according to this clause 21.2 for the type of works for which you are seeking approval; and
- (c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application. However, the Committee or an Owners Corporation may:
- (d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 21.2 to assist in the decision making process; and
- (e) waive the requirements it makes under clause 21.2 about the plans, diagrams and other information which you must submit with your application.

21.3 Lodging your application

You must address your application to the Strata Manager or the strata manager of your Owners Corporation (depending on who must give consent to the application).

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21.4 Discretion

Subject to any Standing Approvals, the Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

21.5 Appointing consultants

The Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (eg an architect or engineer for applications affecting the External Appearance of Gosford Central).


21.6 Appointing an expert

- (a) If an application to carry out Architectural Works is made under any clause of this Architectural Code, and will (or is likely to):
- (i) impact on the appearance of areas used by visitors and Commercial Lots; or
 - (ii) Impact on the External Appearance of Gosford Central as viewed by visitors and residents entering and exiting the Residential Lots or Commercial Lots,
- and the Commercial Lot or Residential Lot either does not approve of the application or votes against the Committee granting approval to the application at a Meeting or Emergency Meeting, the Committee may refer the application for expert determination.
- (b) Any expert determination under this clause will proceed in accordance with clauses 5.5 ("Expert Decision") to 5.9 ("Pre-Condition") of the Management Statement except that:
- (i) the expert must have requisite expertise in design or architecture to act as an expert and review and make a determination about the application;
 - (ii) the expert to be appointed must be approved by the Committee.

21.7 Paying the costs for a consultant

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 21.

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21.8 Time frame for making a decision

Subject to this clause 21, the Committee or an Owners Corporation must review and make a decision about an application within 1 month after receiving the application (or another period agreed between the parties).

21.9 Time frame for making a decision where a consultant has been appointed

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners Corporation must make a decision about the application within one month after the consultant makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

21.10 Notifying the applicant of a decision

The Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must:

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

22 Approval process

22.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Code.

22.2 Standing approvals by an Owners Corporation


An Owners Corporation has the power to make Standing Approvals to approve certain works to Common Property in its Strata Scheme if the works are Common Property building Works.

22.3 Conditional approvals

The Committee and an Owners 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;
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing Gosford Central to carry out the works.

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22.4 Revoking approval

The Committee and an Owners Corporation may revoke their approval if an applicant you does not comply with the conditions for the approval.

22.5 Approvals from Council and Government Agencies

You must obtain all necessary approvals from Council and relevant Government Agencies before you carry out any works under the Architectural Code. This includes works for which the Committee or an Owners Corporation has created a Standing Approval.

22.6 When can you apply for consent from Council?

Subject to this clause 22, you may apply for approval from Council or a Government Agency to carry out works under the Architectural Code only after you have obtained approval from the Committee and your Owners Corporation (as appropriate).

22.7 Approving applications to Council and Government Agencies

You must not unreasonably refuse to approve or sign an application to Council or a Government Agency if the works contemplated in the application have been approved by the Committee.

23 Additional obligations for Owners Corporation

23.1 Notice of approvals

An Owners Corporation must promptly:


- (a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out works under its By-Laws or the Architectural Code; and
- (b) provide the Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

23.2 Notice of works on Common Property

An Owners Corporation must promptly:

- (a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and
- (b) provide the Committee with details of the works carried out.

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24 Procedures for carrying out work

24.1 Procedures before you carry out work

Before you carry out works under the Architectural Code, you must:


- (a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;
- (b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access Gosford Central to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access Gosford Central to carry out the work.

24.2 Procedures when you carry out work

When you carry out work under the Architectural Code, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation;
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation;
- (c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which you carry out the work;
- (d) repair damage you (or persons carrying out the work on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

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Gosford Central MANAGEMENT STATEMENT

Part 6

Fit Out Guide

25 Alterations & Fit-Outs

25.1 What Must Be Submitted?

Plans for **any** alterations, additions and/or fit-outs to be carried out within a Commercial Lot must be submitted to the Owners Corporation via the Building Manager for approval **prior** to the commencement of **any** works. Fit-Outs and Renovations Form (Application 1) is to be completed and given to the Facilities Manager.

The design of a fit-out must be in keeping with the standards and concepts of Gosford Central and the Architectural Code

Where appropriate a copy of Fire Safety Certificate must be provided.


Applications for Construction Certificates and Development Applications to Council require approval by the Owners Corporation. The particular DA, CDC or CC being lodged with the appropriate certifying authority must be submitted to the Building Manager for the approval of the Owners Corporation.

25.2 What Is Available?

The following documentation is available from the Building Manager to assist with preparation of plans:

- Floor plans
- Reflected ceiling plans detailing the lighting layout
- Mechanical air conditioning duct layout and base design criteria
- Sprinkler and fire services layout
- Finish specifications: ceilings and bulkheads; carpets; walls
- Design standards including: floor loadings; lift capacities; wall to window mullions; electrical and communication cabling.

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25.3 Requirements When Works are Approved

Once fit-out works are approved the Building Manager must be consulted and informed of the work schedule.

All contractors will be required to sign a Contractors On-site Form (Application 2) before commencing any work. This is not required in instances where a regular contractor of the Building is used.


Any contractors working within Gosford Central *must*:

- be fully licensed;
- hold current \$20 Million Public Liability and Workers Compensation Insurance policies;
- operate within the Building's construction hours;
- comply with all areas of the *Work Health and Safety Act 2011* to ensure a safe working environment;
- take due care to avoid any damage to the Building, common areas and the lifts;
- maintain the worksite and common areas in clean condition at all times.

A contractor or workman that causes damage to Gosford Central will be liable for the repair costs to correct the damage.

Any rubbish created by the contractor or workmen is to be removed by the contractor or workmen at their expense at regular intervals.

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Application 1

Gosford Central

Fit-outs & Renovations Form

Regulations and Requirements

This Form is to be signed by Company Principal or authorised agent as acknowledgement of the conditions hereon.

As stated in this Fit-Out Guide any work carried out to any Commercial Lot or area within the boundaries of the Building must be fully approved by Management, Council and the Owners Corporation.

Plans of the fit-out or renovations must be submitted to and approved by Management as well as the relevant authorities **BEFORE ANY WORK IS COMMENCED.**

All changes to any areas must fully comply with Fire Safety requirements and all systems such as fire sprinklers and smoke detectors must be situated in the suite in such positions and configurations to fully comply with all Council and Fire Regulations and the Fire Safety Certificate at your expense.

No fit-out should be placed into any configuration where it will obstruct any required inspection access such as to fire dampers, air conditioning turn off valves or electrical switches.

All work carried out within the Building must be carried out within the building's construction work hours, and must be performed by competent tradespersons fully licensed in the field of work being carried out and fully insured for coverage of such work. A copy of the contractor's insurance status and work cover clearance will be required by the Building Manager before the contractor commences work.


Hence, copies of the following documentation are to be provided to the Building Manager:

- fit-out / renovation plans;
- DA / or Complying Development Certificate
- Fire Safety Certificate;
- contractors' insurance policies – public indemnity & workers compensation.

I HAVE FULLY READ AND UNDERSTAND THE ABOVE CONDITIONS AND AGREE TO ABIDE BY THOSE CONDITIONS, THE BY-LAWS AND ARCHITECTURAL CODE FOR GOSFORD CENTRAL.

Name _____

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Company Position _____

Signature _____

Date _____

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Application 2

Gosford Central


Contractors On-Site Form

Work initiated by <ul style="list-style-type: none"> • Individual's Name • Business Name • Suite No. • Contact No. 	
Contractor's details <ul style="list-style-type: none"> • Contact Name • Business Name • Contact No. 	
Contractor's Insurances <ul style="list-style-type: none"> • Policy Cover • Policy Number (copy attached)	
Area(s) to be accessed	
Description of work	
Date(s) and time to be on-site	

I undertake that in signing this Form all contractors

- are currently covered by Public Liability and Workers Compensation policies

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Application 3

Gosford Central

Checklist for Fit-outs


A. Prior to Fit-out

- 1 Make sure all essential services are not affected by your fit-out plans. These include sprinkler heads, smoke detectors, speakers and the positioning of fire exit signs, air-conditioning, and electrical wiring.
- 2 Ensure that the work to be undertaken will comply with the relevant Australian standards and that all contractors are fully licensed.
- 3 Submit / organise the following with Council:
 - DA;
 - your fit-out plans;
 - Construction Certificate (can also be from a private certifier).
- 4 Submit copies of the following to the Building Manager:
 - fit-out / renovation plans;
 - approved DA or Complying Development Certificate & Construction Certificate;
 - Fire Safety Certificate;
 - contractors' insurance policies – public indemnity & workers compensation;
 - signed Fit-out & Renovations Form;
 - the appropriate number of Contractor On-site Forms.
- 5 Prior to commencing work request that your Principal Contractor meet with the Building Manager. This will help to create a desired and smooth working relationship.


B. During Fit-out

- 1 Where possible the fit-out work should not be in view of passing residents or visitors of Commercial Lots or Residential Lots. For example, glass can be covered with suitable material such as plastic or paper so as to hide the work in progress.
- 2 -The buildings construction work hours are to be adhered to.

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- 3 No unnecessary noise is to be created disturbing the operation of existing businesses.
- 4 During the fit-out all WH&S conditions must be complied with and the safe free flow of regular pedestrian traffic will not be hindered.
- 5 All common areas are to be fully protected and not damaged through the use of protective coverings to all floors and walls.
- 6 Any soiling of any common areas is to be immediately cleaned to management satisfaction.
- 7 Any rubbish is *not* to be stored in the garbage room or other areas of the building, and is to be removed daily by the contractor.
- 8 Give notice to the Building Manager for deliveries required for the fit-out.
Note that:
 - Heavy deliveries may incur additional assessment
 - After hours deliveries may require security guard supervision
 - Unauthorised deliveries will be turned away.
- 9 There is No Smoking in the Building.
- 10 No penetrations to fire rated areas shall be allowed without written approval.

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Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

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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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This is the form referred to in section 10(1)(a)(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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BY-LAWS FOR USE OF LOTS AND COMMON PROPERTY

1. Definitions and interpretation


1.1 In these by-laws, unless a contrary intention appears:

- (a) "Act" means the *Strata Schemes Management Act 2015*;
- (b) "Air Conditioning System" means the air conditioning unit and condenser unit servicing any lot (whether on common property or a lot) including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit.
- (c) "building" means that part of the building as defined in the Act comprised in Stratum Lot 2, the subject of these by-laws.
- (d) "Carparking Owner" means the owner(s) from time to time of any car space in the strata scheme.
- (e) "Carparking Area" means the area dedicated for vehicle parking in or on the common property on the Strata Plan.
- (f) "Council" means Central Coast Council and any successor and where applicable includes any other relevant authority.
- (g) "Garbage Disposal Area" means the area dedicated for the storage of garbage on the common property on the Strata Plan.
- (h) "lot" means a lot in the strata scheme.
- (i) "Manager" means the person appointed by the Owners Corporation as its strata managing agent under the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
- (j) "Owners Corporation" means the Owners Corporation as defined in the Act in respect of the strata scheme for the building.
- (k) "Parcel" means the land contained in Certificate of Title Folio Identifier 7/6/1591 and 8/6/1591.
- (l) "Plant Room" means any or all of the plant rooms contained in or on the common property and noted as such on the Strata Plan.
- (m) "Security Key" a key (including electronic key or swipe card) or any other security device enabling the Carparking Owner or any other owner or occupier of a lot in the Strata Plan access to the Carparking Area and/or the System.
- (n) "Strata Committee" means the Strata Committee as defined in the Act.
- (o) "Strata Plan" means the strata plan registered in respect of the building.
- (p) "strata scheme" means the strata scheme as defined in the Act in respect of the 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.

Compare Result

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- (d) "Management Statement" means the Management Statement relating to the complex known as Gosford Central of which the strata scheme is a part of.
- (f) "Stratum Lot" means the lot in the Stratum Plan.
- (s) "Stratum Plan" means Deposited Plan 1264361.
- (t) "Vendor" means EQ Gosford Pty Limited ACN 610 446 109.

1.2 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 or body corporate;
- (e) a reference to a person includes a 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;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- (h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.

1.3 The provisions of registered memorandum AG520000 are incorporated into these by-laws in full as though they form part of these by-laws.

2. Noise

An owner or occupier of a lot must not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

3. Vehicles etc. on common property


An owner or occupier:

- (a) must not park or stand or wash any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation;
- (b) must not park or stand or wash any motor or other vehicle on that part of the Common Property that is designated as "Visitor Parking";

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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- (c) must not permit a visitor of the owner or occupier to park or stand or wash any motor or other vehicle on any part of the Common Property, except that part designated as "Visitor Parking";
- (d) must not permit a visitor of the Owner or Occupier to park or stand or wash any motor or other vehicle on that part of the Common Property that is designated as "Visitor Parking" for a continuous period of more than 24 hours between Monday to Sunday (inclusive), unless the Owners Corporation has provided its prior written consent;
- (e) must not store any article, good, cupboard, equipment or the like within their car space(s) other than a registered vehicle as defined in the *Road Transport (Vehicle Registration) Act 1997* or associated legislation as amended except with the prior written approval of the Owners Corporation; and
- (f) must obtain the prior approval of the Owners Corporation to use the loading dock by making an appointment through the Building Manager.

4. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of the common property by any person.


5. Not to damage to common property

- 5.1 An owner or occupier of a lot must not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.
- 5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.
- 5.3 An owner or occupier of a lot must not mark, paint, drive nails or screws of 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.
- 5.4 An approval given by the Owners Corporation under by-law 5.3 cannot authorise any additions to the common property.
- 5.5 This by-law does not prevent an owner or person authorised by him from installing:
 - (a) any locking or other safety device for protection of his lot against intruders; or
 - (b) any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;subject to the locking or safety device or other device as the case may be being installed in the workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.
- 5.6 Notwithstanding the provisions of the Act:
 - (a) the owner of a lot must maintain and keep in a state of good and serviceable repair any installation referred to in by-law 5.3 that services the lot; and

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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(b) repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 5.3.

6. No overloading

An owner or occupier must ensure that they do not place or allow to be placed any object in the lot or on common property which has the effect of overloading the structural adequacy of the building or any part of it.

7. Compensation for damage to common property

7.1 The owner of a lot shall be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier.

7.2 The Owners Corporation may undertake any necessary works in order to rectify any damage sustained to common property by any owner, invitee or occupier and recover all costs of and incidental to attending upon any rectification works resulting from damage sustained by an owner, occupier or invitee of an owner or occupier as a debt from the owner of the lot as otherwise specified in by-law 7.1 by way of compensation.

7.3 Any amount payable by way of compensation in accordance with this by-law 7 will be added to the owner's levy notice and recoverable as a debt by the Owners Corporation.

8. Not to deposit rubbish etc. on common property

8.1 An owner or occupier of a lot must not deposit or throw upon 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.

8.2 An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

9. Notice of defects, breakages and accidents

9.1 An owner or occupier of a lot must promptly report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

9.2 An owner or occupier of a lot must, promptly after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Strata Committee of that defect or accident.


10. Storage of flammable liquids

10.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any combustible or flammable chemical, liquid or gas or other material. Without limiting the above, all covered/canopy areas within the ground level

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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of the building and all pebbled areas adjacent to any enclosed balcony area throughout the building must not have any combustible or flammable chemical liquid or gas or other material placed in or on such areas.

10.2 This by-law 10 does not apply to chemicals, liquids, gases or other material ordinarily used and intended to be used for domestic purposes only or any chemical, liquid, gas or other material in a motor vehicle or internal combustion engine which is stored appropriately within the Carparking Area.

11. Appearance of lot

11.1 An owner or occupier of a lot must not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

11.2 An owner or occupier of a lot must not erect, install or apply any blinds, shutters, window treatments, security devices (including grills and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation. Unless otherwise approved by the Owners Corporation, all curtains must have a white backing (to the extent they are in front of the facade glazing).

12. Not misuse lifts

An owner or occupier of a lot must not misuse or permit to be misused any lift within or upon the common property and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

13. Change in use of lot to be notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way and must obtain the Strata Committee's consent prior to obtaining any necessary council or other approvals required at law.

14. No alteration to internal walls or structural features

An owner or occupier of a lot must not effect any alteration or addition to structural features or the internal configuration of a lot without the prior written approval of the Owners Corporation provided that such approval must not be unreasonably withheld.


15. Water closets and water apparatuses

An owner or occupier of a lot must not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and must not deposit or throw any sweepings, rubbish, rags, napkins or any other similar articles into that apparatus.

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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16. Maintenance of air conditioning, ducting etc

An owner or occupier must at its cost:

- (a) operate, maintain, repair, keep in a state of good and serviceable repair the Air Conditioning System;
- (b) maintain and keep in a state of good and serviceable repair that part of the common property where the Air Conditioning System exclusively servicing the lot is fitted and installed;
- (c) regularly clean and, where necessary, replace any external Air Conditioning System part/s which exclusively services their lot;
- (d) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System exclusively servicing the lot; and
- (e) comply with the requirements of any government agency about air conditioning services in particular in relation to the level of noise and emissions of the Air Conditioning System.

17. Installation of air-conditioning, ducting etc

The owner or occupier of the lot must not install or replace any Air Conditioning System without the prior written approval of the Owners Corporation.

18. Strata Committee may ensure security

The Strata Committee may take all reasonable steps to ensure the security of the building from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any part of the common property.

19. Keys


If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

- (a) the Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
- (b) the Owners Corporation may at its discretion make additional numbers of the keys or devices available to owners on the payment of a reasonable charge as may be determined from time to time by the Strata Committee;
- (c) the owner of a lot to whom any key or any operating system is given under this by-law must:
 - (i) exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and

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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- (li) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
- (d) the owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.
- 20. Not interfere with security and keep fire doors locked**
- An owner or occupier of a lot must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the Parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
- 21. Not interfere with fire fighting equipment**
- An owner or occupier of a lot must not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.
- 22. Fire protection systems, smoke detectors etc**
- 22.1 Each owner and/or occupier (as the case may be) must comply with any legislation or regulations in particular the *Environmental Planning and Assessment Act 1979* in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot.
- 22.2 Each owner and/or occupier (as the case may be) must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.
- 23. Signage on common property**
- Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner of the sign continues to occupy a lot in the strata scheme.
- 24. Movement of goods**
- An owner or occupier of a lot is permitted to use for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the building as the Owners Corporation may permit from time to time and must use such areas and receive, take

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

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delivery or move such goods, ware or merchandise or articles within the building in accordance with the rules determined by the Strata Committee.

26. Invitees and licensees to comply with by-laws

- 25.1 An owner or occupier of a lot which is the subject to a lease or licence agreement must take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 25.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees 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 the common property.

26. Owners Corporation to provide for management of lots, common property etc. and appoint Manager

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Manager") under which the Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

- (a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- (b) the provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises;
- (c) the supervision of any employees and/or contractors of the Owners Corporation;
- (d) the control and supervision of the common property generally; and
- (e) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.


27. Strata Committee to make rules

The Strata Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the building in the interests of the safety of the owners and occupiers and general amenity of the strata scheme and the times and manner in which any part of the common property may be used.

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.

Compare Result

Approved Form 7	Strata Plan By-Laws	Sheet 11 of 20 sheet(s)
Registered:  18/09/2020	Office use only	Office use only SP101708

28. Building rules

An owner or occupier of a lot and all persons authorised by them must comply with the rules (if any) from time to time promulgated by the Owners Corporation for the orderly management or security of the common property provided that any such rule does not derogate from any rights hereby granted.

29. Terms of Owners Corporation consents and approvals

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions.

30. No smoking

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property.

31. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

32. Children playing on common property in building

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

33. Drying of laundry items

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Parcel (including the lot) in such a way as to be visible from the street level outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

34. Cleaning windows and doors

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

- (a) it will keep the glass or specified part of the glass clean; or
- (b) glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.


35. Moving furniture and other objects on or through common property

- 35.1 An owner or occupier of a lot 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.

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.

Compare Result


Approved Form 7	Strata Plan By-Laws	Sheet 12 of 20 sheet(s)
Registered:  18/09/2020	Office use only	Office use only SP101708

- 35.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- 35.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.
- 36. Garbage disposal**
- 36.1 Subject to all the requirements of Council, each lot owner or occupier must ensure the removal of garbage from the lot on a regular basis.
- 36.2 Garbage may be stored or disposed of by each lot owner or occupier in the Garbage Disposal Area until disposal.
- 36.3 The Owners Corporation must devise rules (including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, may incorporate or address:
- (a) permitted means and times for disposal;
 - (b) disposal routes;
 - (c) permitted pick-up areas (if any);
 - (d) location of garbage removal;
 - (e) storage of garbage;
 - (f) containment of garbage;
 - (g) regularity of garbage removal;
 - (h) segregation of garbage; and
 - (i) special garbage requirements.
- and may also incorporate or address other matter as determined by the Owners Corporation from time to time.
- 36.4 The Owners Corporation must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Owners Corporation, to:
- (a) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;
 - (b) clean the Garbage Disposal Area on at least a weekly basis; and
 - (c) conduct daily inspections of common property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until disposal.

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.

Compare Result


Approved Form 7	Strata Plan By-Laws	Sheet 13 of 20 sheet(s)
Registered:  18/09/2020	Office use only	Office use only SP101708

- 36.5 An owner or occupier of a lot must:
- (a) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;
 - (b) drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;
 - (c) dispose of recyclable material in recycling bins (if any) in the Garbage Disposal Area;
 - (d) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;
 - (e) comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 36.3.
- 36.6 The Owners Corporation must advise each owner of the garbage removal rules and any changes to such rules, including providing details of the garbage removal system.
- 36.7 Each owner must display in its lot at all times a copy of the current garbage removal rules of the Owners Corporation, including details of the garbage removal system.
- 37. Short Term Leasing**
- 37.1 The owner or occupier of a lot must not lease, licence, sub-lease, sub-licence or grant any other right of occupation for a lot other than a lease which complies with and is subject to the *Residential Tenancies Act 2010* (as amended or replaced).
- 38. Keeping of animals**
- 38.1 Subject to section 139(5) & (6) of the Act, an owner or occupier of a lot may keep 1 small dog, cat, or small caged bird or fish kept in a secure aquarium on the lot.
- 38.2 For the purposes of by-law 38.1, the term "small" means:
- (a) a fish which an ordinary person may legally acquire and keep in an aquarium as a companion animal which is not poisonous or otherwise dangerous to persons;
 - (b) a bird which an ordinary person may legally acquire and keep in a cage as a companion animal which is not dangerous to any persons but excluding any type of chicken or other fowl;
 - (c) a dog or cat under 15kgs in weight and which, under the terms of the *Companion Animals Act 1998* (NSW), that is not:
 - (1) declared menacing, dangerous or a nuisance; or
 - (2) a restricted breed.
- 38.3 An owner or occupier must obtain the prior approval of the Strata Committee to that a specified animal requested to be kept by that owner or occupier upon their lot is considered by the Strata Committee as complying with this by-law 37, any such approval not to be unreasonably withheld or delayed.

This is the form referred to in section 10(1)(b)(i) *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.

Compare Result

Approved Form 7	Strata Plan By-Laws	Sheet 14 of 20 sheet(s)
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38.4 If an owner or occupier of a lot keeps an animal as referred to in by-law 38.1 the owner or occupier must:

- (a) notify the Owners Corporation/Strata Committee;
- (b) keep the animal within the lot;
- (c) carry or keep on a lead the animal when it is on the common property for egress and ingress purposes; and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (e) In the event of any animal previously being approved by the Strata Committee under clause 38.3 being defined under the terms of the *Companion Animals Act 1998* (NSW):
 - (1) declared a menacing, dangerous or nuisance dog;
 - (2) declared a nuisance cat; or
 - (3) a restricted breed.

or in the reasonable opinion of the Strata Committee that animal is considered to cause unreasonable nuisance to other occupiers of the building then the Strata Committee may withdraw any such approval by notice in writing to the owner or occupier of the lot.

39. Provision of amenities or services

39.1 The Strata Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply; and
- (d) telecommunication services (for example, cable television).

39.2 If the Owners Corporation makes a resolution referred to in by-law 39.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

40. Traffic on common property


40.1 The Strata Committee has the power to:

- (a) impose a speed limit for traffic in common property;
- (b) impose reasonable restrictions on the use of common property driveways and parking areas;
- (c) install speed humps and other traffic control devices in common property; and
- (d) install signs in relation to parking and to control traffic in common property.

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.

Compare Result


Approved Form 7	Strata Plan By-Laws	Sheet 15 of 20 sheet(s)
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- 40.2 An owner or occupier of a lot must comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Strata Committee.
- 40.3 An owner or occupier of a lot must comply at all times with any carparking management plan implemented from time to time by the Strata Committee.
- 41. Access to a lot by the Owners Corporation**
The Owners Corporation may, by its agents, employees or contractors, enter on any part of a lot for the purpose of carrying out work in accordance with the Act.
- 42. Landscaping**
The owners and occupiers must ensure that all elements of landscaping (for example planter boxes and plants) which may be visible from outside of the lot:
- (a) are of a high quality and good condition, commensurate with the quality of the strata scheme and in keeping with the appearance of the building;
 - (b) are regularly maintained and kept neat and tidy at all times;
 - (c) are watered or otherwise maintained in such a way that no water enters another lot or common property and no damage is caused to a lot or common property; and
 - (d) do not hang or grow over the boundary of the lot.
- 43. Restrictions on use of lot**
- 43.1 An occupier or owner of a lot must not (and is not entitled to) use any lot as a brothel or massage parlour or any other use that is prohibited by law.
- 43.2 An owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.
- 44. Restricted areas of common property**
Except as otherwise provided in these by-laws, an owner or occupier of a lot (or their invitees) must not access or enter into the roof of the building or any Plant Room.
- 45. Right of entry**
An owner or occupier any lot in the strata scheme, upon receiving reasonable notice (except in the case of an emergency), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by either of them ("Authorised Contractor"), together with a security guard the right of access to their lot for the purpose of supplying services, carrying out works or effecting repairs on the lift, mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their lot or to another lot or Common Property or the Carparking Area.

This is the form referred to in section 10(1)(b)(i) 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.

Compare Result

Approved Form 7	Strata Plan By-Laws	Sheet 16 of 20 sheet(s)
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46. Lifts

- 46.1 The lifts installed in the Strata Scheme must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata scheme must use lifts contrary to this capacity.
- 46.2 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective curtaining within the lift.
- 46.3 An owner or occupier of a lot must not misuse or permit to be misused any lift in the strata scheme and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

47. Insurance premiums

- 47.1 An owner or occupier of a lot must obtain the written approval of the Owners Corporation to do anything to invalidate, suspend or increase the premium for an Owners Corporation insurance policy.
- 47.2 If the Owners Corporation gives approval under this by-law, it may make conditions that, without limitation, require the reimbursement to the Owners Corporation of any increased premium.

48. Storage

An owner or occupier of a lot must not use any part of a lot designated for the use of storage to store any flammable substance nor for any purpose that creates a nuisance or harm.

49. Floor coverings

- 49.1 An owner of a lot 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.
- 49.2 An owner or occupier of a lot must notify the Owners Corporation no less than 21 days before changing any of the floor coverings or surfaces of a lot. The notice must specify the type of the proposed floor covering or surface which is being replaced and any measures taken by the owner or occupier to reduce or otherwise ensure that by-law 49.1 is complied with.
- 49.3 This by-law does not affect any requirement under any law to obtain consent, approval or other authorisation which may be required for the changing of the floor covering or surface concerned.
- 49.4 An owner or occupier must not lay any other type of floor covering or surface other than tiles to floor space comprising a laundry, lavatory or bathroom.


50. Failure to comply with by-laws

- 50.1 The Owners Corporation may do anything on a lot that an owner or occupier should have done under the by-laws which an owner or occupier has not undertaken or in the opinion of the Owners Corporation has not been done properly.

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.

Compare Result

Approved Form 7	Strata Plan By-Laws	Sheet 17 of 20 sheet(s)
Registered:  18/09/2020	Office use only	Office use only SP101708

50.2 The Owners Corporation must give the occupier or owner written notice specifying when it will enter into a lot to do the work. An owner or occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the lot according to the notice and at the owner or occupier's cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

50.3 The Owners Corporation may recover any money the owner or occupier owes the Owners Corporation under the by-laws as a debt, and this debt may be added to the owner's levy notice.

51. Service of documents

A document which is otherwise required to be served by the Owners Corporation or Strata Committee or any of their representatives may be served on an owner or occupier of a lot by electronic means provided that the person has given the Owners Corporation or Strata Committee an email address for the service of notices and the document is sent to that address.

52. Vendor's right to sell

52.1 For such time as the Vendor remains an owner of a lot in the strata scheme, those companies shall have a special privilege to conduct selling or leasing activities within the Parcel, including the common property.

52.2 The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:

- (a) erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and
- (b) to bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

53. Lot owners jointly benefitted by easements or other rights

53.1 Where more than one lot enjoys in common with other lots the benefit of an easement, right or covenant as shown on the Stratum Plan and the extent of the use and benefit between the lots cannot be determined from the Stratum Plan, and any Instrument registered in conjunction with the Stratum Plan, then the Strata Committee appointed from time to time may make rules and regulations about the extent of the use and benefit between lots and the owners and occupiers of lots must comply with those rules and regulations at all times.

53.2 The Strata Committee must seek to be as equitable as possible to all the lots referred to in by-law 53.1 having regard to all the circumstances.


54. Management Statement

54.1 If there is an inconsistency with a by-law in the Strata Scheme and the Management Statement the Owners Corporation must amend the by-law to make it consistent with the Management Statement.

This is the form referred to in section 10(1)(b)(5) *Strata Schemes Development Act 2016*.

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.

Compare Result


Approved Form 7	Strata Plan By-Laws	Sheet 18 of 20 sheet(s)
Registered:  18/09/2020	Office use only	Office use only SP101708

- 54.2 The Owners Corporation and owners or occupiers of lots in the Strata Plan must at all times comply with the Management Statement and a consent from the Owners Corporation or the Strata Committee does not relieve the obtaining of consent under the Management Statement if required.
- 54.3 The Strata Committee may appoint a Representative or Substitute Representative under the Management Statement from a member of the Strata Committee and terminate or appoint a new Representative or Substitute Representative at any time.
- 55. Common Property Exclusive Use Right - Car Stacker**
- 55.1 The Owner or Occupier of Lots 1, 2, 3, 7, 8, 12, 13, 14, 15, 16, 18, 19, 20, 21, 24, 25, 26, 27, 30, 31, 32, 36, 37 and 56 (the Car Stacker Lots) have the right of exclusive use, enjoyment and special privilege in respect of 1 car space within the car stacker system installed.
- 55.2 The car stacker system may only be accessed and used by Owners, Occupiers and invitees of the Car Stacker Lots and must not be sub-let to any third party who is not an Owner or Occupier without the prior written consent of the Owners Corporation.
- 55.3 Each Owner, Occupier or invitee utilising the car stacker system from time to time must abide by the reasonable directions of the Strata Committee and must abide by all reasonable rules of the Strata Committee in relation to the proper and fair use of the car stacker system.
- 55.4 The Owners Corporation must ensure that the area and equipment located on and forming part of the car stacker system is kept safe, clean and in good repair and condition at all times and all owners and occupiers must comply with all laws and regulations including but not limited to fire and safety laws and regulations or council requirements, workplace health and safety requirements and Australian Standards enacted or published from time to time.
- 55.5 The Owners Corporation must procure a public policy of insurance of at least \$20M which indemnifies the Owners of the Car Stacker Lots, the Owners Corporation and any other occupier or invitee of the car stacker system in respect of any claim.
- 55.6 The Owners Corporation must ensure the car stacker system is certified, if required by law, by an appropriately qualified engineer. If requested by the Owners Corporation in writing, the Owners of the Car Stacker Lots must provide access to the Owners Corporation or its contractors to the car stacker system for the purpose of ensuring this by law is adhered to by the Owners of the Lots.
- 55.7 All costs applicable to the car stacker system, including but not limited to the use, operation, repair, maintenance and replacement is to be born by all owners strata scheme in accordance with their unit entitlements as part of the ordinary administration and sinking levy funds applicable. For clarity, the bearing of costs is not limited to those owners that use the car stacker system.
- 55.8 The Car Stacker Lots acknowledge that the following limitations apply to the car stacker system:
- (a) Max Height – 190cm
 - (b) Max Width – 190cm
 - (c) Max Length – 500cm
 - (d) Max Weight – 2000kg

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.

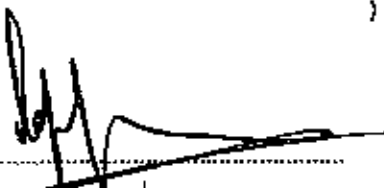
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Approved Form 7	Strata Plan By-Laws	Sheet 19 of 20 sheet(s)
Registered:  18/09/2020	Office use only	Office use only SP101708

Execution

Registered proprietor

Executed by EQ Gosford Pty Ltd)
 ACN 610 448 109 in accordance with)
 section 127 of the Corporations Act 2001)
 (Ch) by:)


 Signature of Director)
 A)
 SOLE)


Colin Sim
 Print name of Director)
 SOLE)
 SECRETARY

~~Signature of Director/Secretary~~
~~Print name of Director/Secretary~~

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.

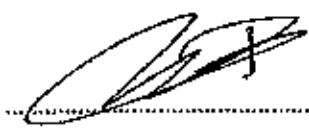
Compare Result

Approved Form 7	Strata Plan By-Laws	Sheet 20 of 20 sheet(s)
Office use only Registered:  18/09/2020		Office use only SP101708

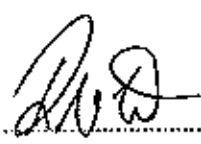
Mortgagee

Signed, sealed and delivered for and on)
 behalf of ING Bank (Australia) Ltd)
 ACN 000 893 292 by its attorney duly)
 authorised attorneys ~~Rory Nott and Marc~~ *Mark Procaglio*)
~~Sadie, Partners, Thropeen~~ *THOMSON GERR* pursuant)
 to Power of Attorney dated 20 November)
 2018 Registered Book 4752 Number 936)
 who certify they have not received notice)
 of the revocation of such Power of)
 Attorney in the presence of:)

u



Signature of Witness



Signature of Attorney - Rory Nott

Chankelle Beaini

Print name of Witness

Karuso

Signature of Attorney - ~~Marc Sadie~~
Mark Procaglio

u

Level 14, 60 Market Pl

Address of Witness

Sydney New South

This is the form referred to in section 10(1)(b)(i) 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.



The Search People Pty Ltd
GPO Box 2235
BRISBANE QLD 4001

SECTION 10.7(2) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee Paid: \$67.00
Receipt No: 20312647
Receipt Date: 19 March 2024
Property Address: 703/277 Mann Street, GOSFORD NSW 2250
Property Description: Lot 25 SP 101708
Property Owner: N K Kumar and K Kumar
Certificate No: 72483
Reference No: OR-1532VHRS6GENI4:273214
Date of Issue: 20-Mar-2024

The information contained within this certificate relates to the land.



Wyang Office: 2 Hely St / PO Box 20 Wyong NSW 2259

Gosford Office: 91-99 Mann Street, Gosford

P 02 4506 7900 | E ask@centralcoast.nsw.gov.au | W centralcoast.nsw.gov.au | ABN 73 149 644 003

**ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT 1979**

1	NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS
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- (1) Environmental Planning Instruments and Development Control Plans that
applies to the carrying out of development on the land**

State Environmental Planning Policy (Precincts Regional) 2021 Pt 5.8 Gosford City Centre

Gosford City Centre Development Control Plan 2018

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Sustainable Buildings) 2022

- (2) Proposed Environmental Planning Instruments and Draft Development Control
Plans which is or has been subject to community consultation or public
exhibition under the Act, that will apply to the carrying out of development on
the land**

Proposed State Environmental Planning Policy (Exempt & Complying Development Codes)
2008

Proposed Standard Instrument (Local Environmental Plans) Order 2006

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environmental Planning Policy (Planning Systems) 2021

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS
----------	--

- (a) Identity of the Zone**

Lot 25 SP 101708

B4 Mixed Use SEPP

(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

Additional Permitted Uses apply to this land. Please refer to State Environmental Planning Policy (Precincts—Regional) 2021 Schedule 5 Additional permitted uses—Chapter 5'

(d) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the fixed minimum land dimensions

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

(e) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

No

(f) Whether the land is in a conservation area, however described

No

(g) Whether an item of environmental heritage, however described, is located on the land

None

3	CONTRIBUTION PLANS
----------	---------------------------

The subject land is within Central Coast to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies.

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

4	COMPLYING DEVELOPMENT
----------	------------------------------

Whether or not the land is land on which complying development may be carried out under each of the complying development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) and 1.19.

HOUSING CODE

Complying Development under the Subdivisions Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

RURAL HOUSING CODE

Complying development under the Rural Housing Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

LOW RISE HOUSING DIVERSITY CODE

Complying Development under the Low Rise Housing Diversity Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

GREENFIELD HOUSING CODE

Greenfield Housing Code is not applicable to this land.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SUBDIVISIONS CODE

Complying Development under the Subdivisions Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

DEMOLITION CODE

Complying development under the Demolition Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

FIRE SAFETY CODE

Complying development under the Fire Safety Code may be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agricultural and Farm Stay Accommodation Code may be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5	EXEMPT DEVELOPMENT
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Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)-(d) or 1.16A.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)
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1(a) Is there any affected building notices of which the council is aware that is in force in

respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

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

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*

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

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT
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(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

9	FLOOD RELATED DEVELOPMENT CONTROLS
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(1) The land or part of the land is not within the flood planning area and is not subject to flood related development controls.

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

(3) In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10	COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS
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This land is affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land is affected because:

Acid sulfate class 5.

In this section—

adopted policy means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11	BUSH FIRE PRONE LAND
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The information currently available to Council indicates that this land is not bushfire prone land (as defined in the Act).

12	LOOSE-FILL ASBESTOS INSULATION
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This land does not include any residential premises (within the meaning of the *Home Building Act 1989*, Part 8, Division 1A) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

13	MINE SUBSIDENCE
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The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14	PAPER SUBDIVISION INFORMATION
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- (1) The name of any development plan adopted by a relevant authority that:
- (a) applies to this land or
 - (b) that is proposed to be subject to a consent ballot.

Nil

- (2) The date of any subdivision order that applies to this land.

Not applicable

Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15	PROPERTY VEGETATION PLANS
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Council has not been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

16	BIODIVERSITY STEWARDSHIP SITES
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Council has not been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act, 2016*.

Note: Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995, Part 7A* that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016, Part 5*.

17	BIODIVERSITY CERTIFIED LAND
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The land is not biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016*.

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995, Part 7AA* that is taken to be certified under the *Biodiversity Conservation Act 2016, Part 8*.

18	ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006
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Council has not been notified of an Order issued under the *Trees (Disputes between Neighbours) Act 2006*.

NOTE: This advice is based on information provided by the Land and Environment Court

19	ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS
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The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20	WESTERN SYDNEY AEROTROPOLIS
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Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
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Council is not aware of there being a current Site Compatibility Certificate (seniors housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

22	SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING
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Council is not aware of there being a valid Site Compatibility Certificate (affordable rental housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997
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The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.



Tim Ennis
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone B4 Mixed Use

State Environmental Planning Policy (Precincts—Regional) 2021 Gosford City Centre

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To encourage a diverse and compatible range of activities, including commercial and retail development, cultural and entertainment facilities, tourism, leisure and recreation facilities, social, education and health services and higher density residential development.
- To allow development in Point Frederick to take advantage of and retain view corridors while avoiding a continuous built edge along the waterfront.
- To create opportunities to improve the public domain and pedestrian links of Gosford City Centre.
- To enliven the Gosford waterfront by allowing a wide range of commercial, retail and residential activities immediately adjacent to it and increase opportunities for more interaction between public and private domains.
- To protect and enhance the scenic qualities and character of Gosford City Centre.

2 Permitted without consent

Nil

3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Freight transport facilities; Group homes (transitional); Heavy industrial storage

establishments; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Hospitals; Hostels; Industrial retail outlets; Industries; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Resource recovery facilities; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wholesale supplies

