

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Your Agency 3/102 Tudor Street, Hamilton NSW 2303 Email: chris.rousos@youragency.net.au	Phone: 02 4023 8440 Ref: Chris Rousos

co-agent

vendor **Cameron Andrew Swain**

vendor's solicitor	Platypus Conveyancing 100 Parkes Road, Collaroy Plateau NSW 2097 Email: deep@platypusconveyancing.com.au		Phone: 0426 451 549 Ref: TPC:PC:1985
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date for completion **42nd day after the contract date (clause 15)**

land (address, plan details and title reference) **Apartment 120, 18 Throsby Street, Wickham NSW 2293**
Lot 20 in Strata Plan 91174
Folio Identifier 20/SP91174

☐ VACANT POSSESSION ☒ subject to existing tenancies

improvements ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space
☐ none ☐ other:

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

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO☐ yes**Nominated Electronic Lodgement 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 an **GSTRW payment**
(GST residential withholding payment)☐ NO☐ yes

(if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW** rate (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO☐ yes

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

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

List of Documents

General ☒ 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 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate 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
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Bright & Duggan

Tel: 02 9902 7100

Isabella.wright@bright-duggan.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

UNIT 120, 18 THROSBY ST WICKHAM NSW 2283

SPECIAL CONDITIONS

1. Real Estate Agent

The Purchaser warrants that the Purchaser was not introduced to the property by any agent other than the agent disclosed in the front page of this contract (if any) and that the Purchaser indemnifies the Vendor against any loss the Vendor may suffer due to any breach of this warranty.

2. Costs for delayed Settlement

In the event that the completion of this contract does not take place on or before the Completion Date and the delay is not the fault of Vendor then the Purchaser shall, on completion, pay to the Vendor:

(a) liquidated damages in an amount equal to eight (8%) percent per annum of the balance of the purchase money computed from the day following the completion date up to and including the actual date of completion, and

(b) if the Vendor has issued to the Purchaser a notice to complete, the sum of \$350.00 (plus GST) as compensation to the Vendor for the additional legal costs incurred by the Vendor in issuing such Notice, The parties agree that this provision shall be an essential term of the Contract.

3. Cost for Change of Date for Completion

In the event there is a request for an amendment by the purchaser to change the Date for Completion, the purchaser shall on completion pay an amount of \$300.00 (plus GST) as compensation to the vendor for additional legal costs incurred for works associated with the request by the purchaser to change the Date for Completion.

4. Notice to complete

The parties agree that a period of 14 days shall be reasonable time for the purposes of any notice served by either party, including a notice to complete making time of the essence.

5. Latent or patent defects

The Purchaser accepts the property in its present condition and state of repair with all defects whether latent and patent. The Purchaser shall not be entitled to make any requisition, objection or claim for compensation in respect of the condition of the property or any improvement thereon. The Purchaser shall not require the Vendor to carry out any work on the property after exchange of contract.

The Purchaser accepts the inclusions in their present condition and state of repair. The Vendor is not responsible for loss of or damage to (other than loss or damage due to the act or default of the

Vendor), mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the contract date.

6. Amendments to this Contract

(a) Clause 7.1.1 is amended by replacing '5%' with '\$1.00'

(b) Clause 23.6.1: is deleted and replaced with 'the Vendor is liable for all payments due prior to the contract date'

(c) Clause 23.6.2 is deleted and replaced with 'the Purchaser is liable for all payments due after the contract date'

(d) Clause 23.13 to 23.15 are deleted and the following paragraph inserted in lieu thereof:

"The vendor need not supply to the purchaser an information certificate. The purchaser shall be responsible for obtaining the certificate at his or her own expense and provide the certificate to the Vendor's conveyancer office not later than 5 business days prior to completion. The vendor hereby provides authority for the purchaser to obtain such certificate."

(e) Clause 25.2 is deleted

(g) Clause 31.2 is amended by deleting "5" and replacing it with "3"

7. No Warranty

The purchaser acknowledges that this contract is not made relying on any warranty or representation by the vendor or any person on behalf of the vendor whether oral or in writing, except those that are expressly provided in this contract which sets out the whole agreement between the parties.

8. Error in adjustment of outgoings

Should any apportionment of outgoings be overlooked or incorrectly calculated on completion the parties agree that, upon being so requested, the correct calculation will be made and paid to the party to whom it is payable.

9. Requisitions on Title

The Purchaser agrees that the only form of general requisitions on title the Purchaser may make pursuant to clause 5 shall be in the form of the Requisitions on Title, annexed to this Contract which are deemed to be served by the purchaser at the date of this Contract. The replies to the Requisitions on Title annexed to this Contract are deemed to be served by the vendor at the date of completion of this Contract.

10. Inconsistency

If there is any inconsistency between these special conditions and the printed conditions, these special conditions apply.

11. Electronic Settlement (PEXA)

Clause 30.1.2 is deleted. Notwithstanding clause 30, if the purchaser is unable or unwilling to conduct this conveyancing transaction as an electronic PEXA transaction, the purchaser will pay to the vendor an amount of \$250.00 plus GST at completion as re-imbursement of the vendor's additional conveyancing expenses.

12. Deposit

If, with the written consent of the Vendor, the Purchaser is permitted to pay the deposit by instalments and not in accordance with the provisions of clause 2.2 then the Purchaser must pay the deposit as follows:-

- (a) one half of the deposit, equal to 5% of the price on the making of this contract; and
- (b) the other half of the deposit, equal to a further 5% of the price, ("Deposit Balance") on the later of the Completion date or the date on which this contract is actually completed.

The times for making the payments of deposit set out in this special condition are essential. The Vendor may recover the Deposit Balance as a liquidated debt in any court of competent jurisdiction together with the Vendor's legal costs and expenses on a full indemnity basis and interest on the Deposit Balance at the rate set out in clause 2.

All interest earned on the investment of any deposit that is less than 10%, is to be paid to the Vendor.

13. Order on the Deposit Holder

When completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit. This authority will be held in escrow by the Vendor's conveyancer until settlement is effected.

14. Building Certificate

Notwithstanding clause 11 herein, if, as a consequence of any application by the purchaser for a Building Certificate from the Local Council:

- (a) a work order under any legislation is made after the date of this Contract; or
- (b) the Local Council informs the Purchaser of works to be done before it will issue a Building Certificate;

then the Purchaser is not entitled to make a requisition or claim in respect to such work order or the works required by the Local Council and the Purchaser must comply with such work order and pay the expense of compliance or do the works required at their own expense.

15. Guarantee (Purchaser a Proprietary Company)

In consideration of the Vendor entering into this Contract with the Purchaser at the request of the undersigned Directors of the Purchaser Company ("Guarantor") and in consideration of the premises the Guarantor hereby jointly and severally and also irrevocably and unconditionally guarantee to the Vendor the due and punctual observance and performance of all the obligations of the Purchaser and the due and punctual payment of all moneys which the Purchaser is or becomes obliged to pay to the Vendor under this Contract and hereby indemnifies the Vendor in respect of all liabilities (including legal costs on an indemnity basis) incurred in enforcing this guarantee which may arise as a consequence of the act omission or default of the Purchaser or otherwise under this Contract. The guarantee contained in this clause shall continue after completion.

Signature of Guarantor

Signature of Witness

Full name of Guarantor

Full name of Witness

16. Christmas Period

The parties agree that:

(a) Clause 1 – definition of business day is amended by adding - "and except the days from 20 December 2025 to 10 January 2026 inclusive."

(b) Any notice to complete served during the period 20 December 2025 to 10 January 2026 inclusive, will be deemed served on the 10 January 2026.

(c) Any Notice to complete served prior to 20 December 2025 which nominates a date for completion which is during the period 20 December 2025 to 10 January 2026 inclusive, will be deemed to nominate a date for completion which is 10 January 2026.

Conditions of Sale by Auction

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

- (1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
 - (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
 - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
 - (c) the highest bidder is the purchaser, subject to any reserve price,
 - (d) if there is a disputed bid—
 - (i) the auctioneer is the sole arbitrator, and
 - (ii) the auctioneer's decision is final,
 - (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
 - (f) a bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person,
 - (g) a bid must not be made or accepted after the fall of the hammer,
 - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
 - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
 - (b) subject to the condition prescribed by subsection (3)(a)—
 - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
 - (ii) no other vendor bid may be made by the auctioneer or another person,
 - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—

- (a) more than 1 vendor bid may be made to purchase the interest of a co-owner
 - (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,
 - (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,
 - (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—
- The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—
- (a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
 - (c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Swain, Cameron Andrew
Purchaser:
Property: Apartment 120, 18 Throsby Street, Wickham NSW 2293
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as

- referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?

- (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

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

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

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

Off the plan contract

54. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

Replies to Requisitions

1. Noted, subject to contract.
2. No.
3. (a)-(f) The vendor relies on the contract.
4. No.
5. (a)-(b) The vendor relies on the contract.
6. Noted, subject to the contract
7. Noted, subject to the contract
8. Not so far as the vendor is aware, purchaser should rely on their own enquiries
9. Due to security reasons with CAC Title, documents can no longer be inspected
10. Not so far as the vendor is aware
11. Noted, subject to contract
12. (a – b) The vendor relies on contract
13. Noted
14. Vendor relies on contract; however, the purchaser must rely on their own enquiries
15. The vendor relies on the contract
16. a) As far as the vendor is aware, the purchaser must rely on their own enquiries
- b) Not as far as the vendor is aware, the purchaser must rely on their own enquiries
- c) The vendor relies on the contract
- d) The vendor relies on the contract
- e) (i-iv) The vendor relies on the contract
- f) Not as far as the vendor is aware, the purchaser must rely on their own enquiries
- g) (i-ii) The vendor relies on the contract
17. (a-g) The vendor does not know, purchaser should rely on their own enquiries
18. (a-b) Not so far as the vendor is aware, purchaser should rely on their own enquiries
19. (a-f) The vendor does not know, purchaser should rely on their own enquiries
20. (a-b) No
21. (a-d) The vendor is not aware, the purchaser should make their own enquiries
22. (a-b) Not applicable
23. Not so far as the vendor is aware, purchaser should rely on their own enquiries
24. Not so far as the vendor is aware, purchaser should rely on their own enquiries
25. (a-d) Not so far as the vendor is aware, purchaser should rely on their own enquiries
26. Not so far as the vendor is aware, purchaser should rely on their own enquiries
27. No
28. (a-b) Not so far as the vendor is aware, purchaser should rely on their own enquiries
29. Yes
30. Not so far as the vendor is aware, purchaser should rely on their own enquiries
31. This is a matter for search
32. Not so far as the vendor is aware, purchaser should rely on their own enquiries
33. (a-c) The vendor relies on the contract, purchaser should rely on their own enquiries
34. Not so far as the vendor is aware, purchaser should rely on their own enquiries
35. Not so far as the vendor is aware, purchaser should rely on their own enquiries
36. Not so far as the vendor is aware, purchaser should rely on their own enquiries
37. Not so far as the vendor is aware, purchaser should rely on their own enquiries
38. Not so far as the vendor is aware, purchaser should rely on their own enquiries
39. Not so far as the vendor is aware, purchaser should rely on their own enquiries
40. Not so far as the vendor is aware, purchaser should rely on their own enquiries
41. See Special Conditions regarding section 184
42. (a-f) As far as the vendor is aware, purchaser should rely on their own enquiries
43. The vendor does not know, purchaser should rely on their own enquiries
44. The vendor does not know, purchaser should rely on their own enquiries
45. As far as the vendor is aware, purchaser should rely on their own enquiries
46. Noted
47. Noted
48. Noted
49. Noted
50. If applicable this will be provided in the Pexa platform workspace
51. Noted subject to contract
52. Noted
53. Noted
54. (a-c) Not applicable



LAND
REGISTRY
SERVICES

Title Search

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 20/SP91174

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/10/2025	12:27 PM	6	19/10/2021

LAND

LOT 20 IN STRATA PLAN 91174
AT WICKHAM
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

CAMERON ANDREW SWAIN

(TZ AR533219)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP91174
- 2 AR533220 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending...

PRINTED ON 3/10/2025

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



FOLIO: CP/SP91174

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/10/2025	5:23 PM	5	23/7/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91174
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WICKHAM
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP91174

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 91174
ADDRESS FOR SERVICE OF DOCUMENTS:
18 THROSBY STREET, WICKHAM 2293

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 3040 NO 422 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 3 BK 1215 NO 272 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 4 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN THE TITLE DIAGRAM
- 5 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED
WITH SP91174
- 6 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973. SEE SP91174
- 7 DP1204114 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 8 DP1204114 EASEMENT FOR MAILBOX 0.43 METRE(S) WIDE (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 9 DP1204114 EASEMENT FOR VEHICULAR ACCESS AND FOOTWAY 5.875
METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 10 DP1204114 EASEMENT FOR SERVICES 5.5 METRE(S) WIDE (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 11 AM830661 INITIAL PERIOD EXPIRED

END OF PAGE 1 - CONTINUED OVER

PC:1985...

PRINTED ON 9/10/2025

FOLIO: CP/SP91174

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

12 AU266237 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 91174

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 198	2	- 198	3	- 198	4	- 198
5	- 198	6	- 198	7	- 193	8	- 195
9	- 198	10	- SP91462	11	- 254	12	- 205
13	- 205	14	- 205	15	- 205	16	- 203
17	- 203	18	- 203	19	- 203	20	- 203
21	- 203	22	- 203	23	- 203	24	- 198
25	- 198	26	- 198	27	- 198	28	- 198
29	- 198	30	- 193	31	- 195	32	- 198
33	- 198	34	- 203	35	- 205	36	- 253
37	- 253	38	- 205	39	- 205	40	- 205
41	- SP91462	42	- 203	43	- 203	44	- 203
45	- 203	46	- 203	47	- 203	48	- 203
49	- 203						

STRATA PLAN 91462

LOT	ENT	LOT	ENT
50	- 198	51	- 205

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

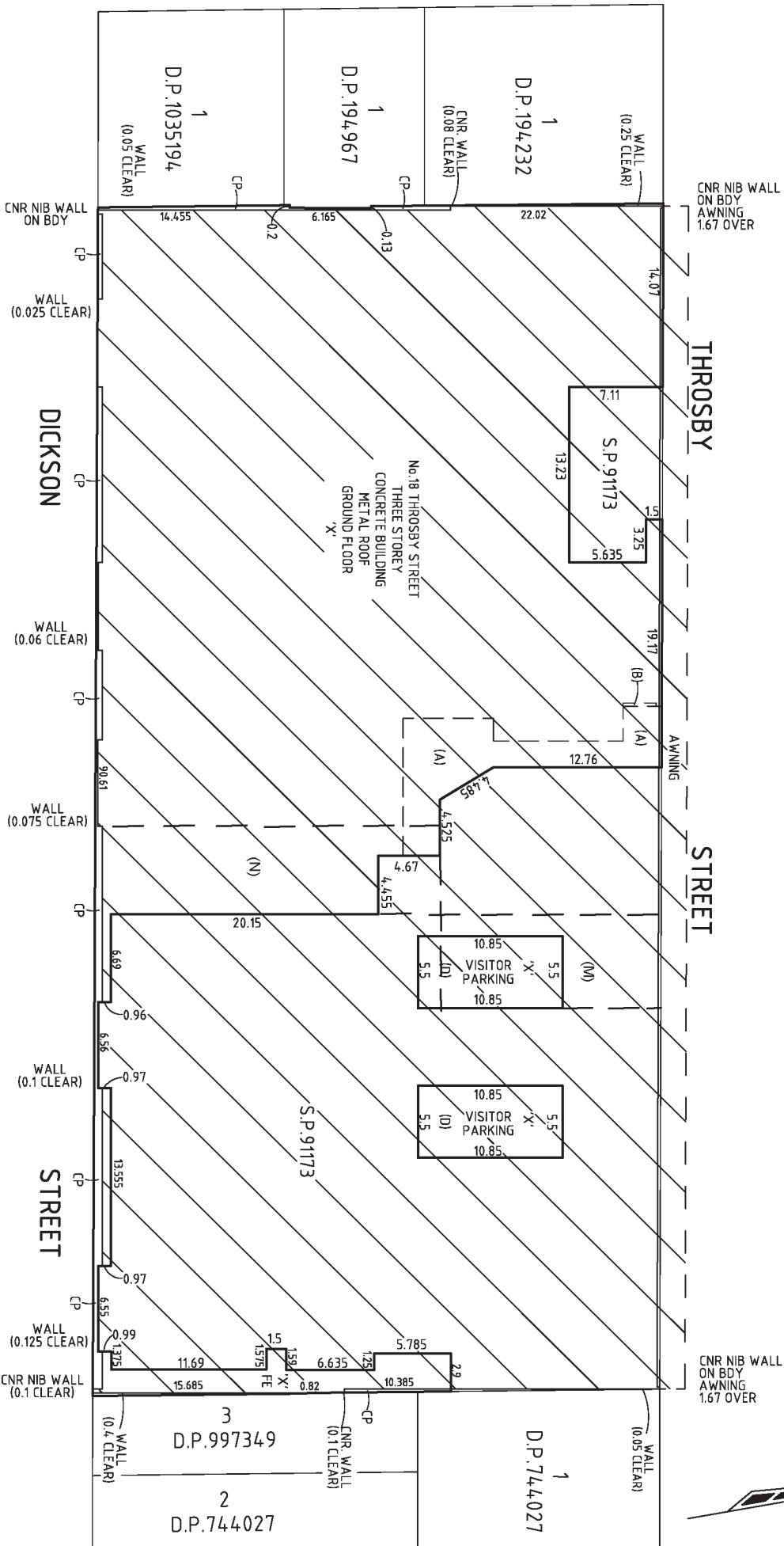
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LOCATION PLAN - GROUND FLOOR

M. G. A.



(A) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH LIMITED IN STRATUM (D.P.1204.114)
(B) EASEMENT FOR SERVICES 5.5 WIDE LIMITED IN STRATUM (D.P.1204.114)
(D) EASEMENT FOR SERVICES 5.5 WIDE LIMITED IN STRATUM (D.P.1204.114)
'X' - DENOTES LAND WITHIN THIS SCHEME
CP - DENOTES COMMON PROPERTY
FE - DENOTES FIRE ESCAPE (COMMON PROPERTY)
(M) LAND EXCLUDES MINERALS (BK 3040 NO 422)
(N) LAND EXCLUDES MINERALS (BK 1215 NO 272)

Surveyor: JOHN JOSEPH WILSON
DEWITT CONSULTING
Surveyors Ref: 4531 RES_FINAL_C
Subdivision No: SC 2201
Lengths are in metres. Reduction Ratio 1:300

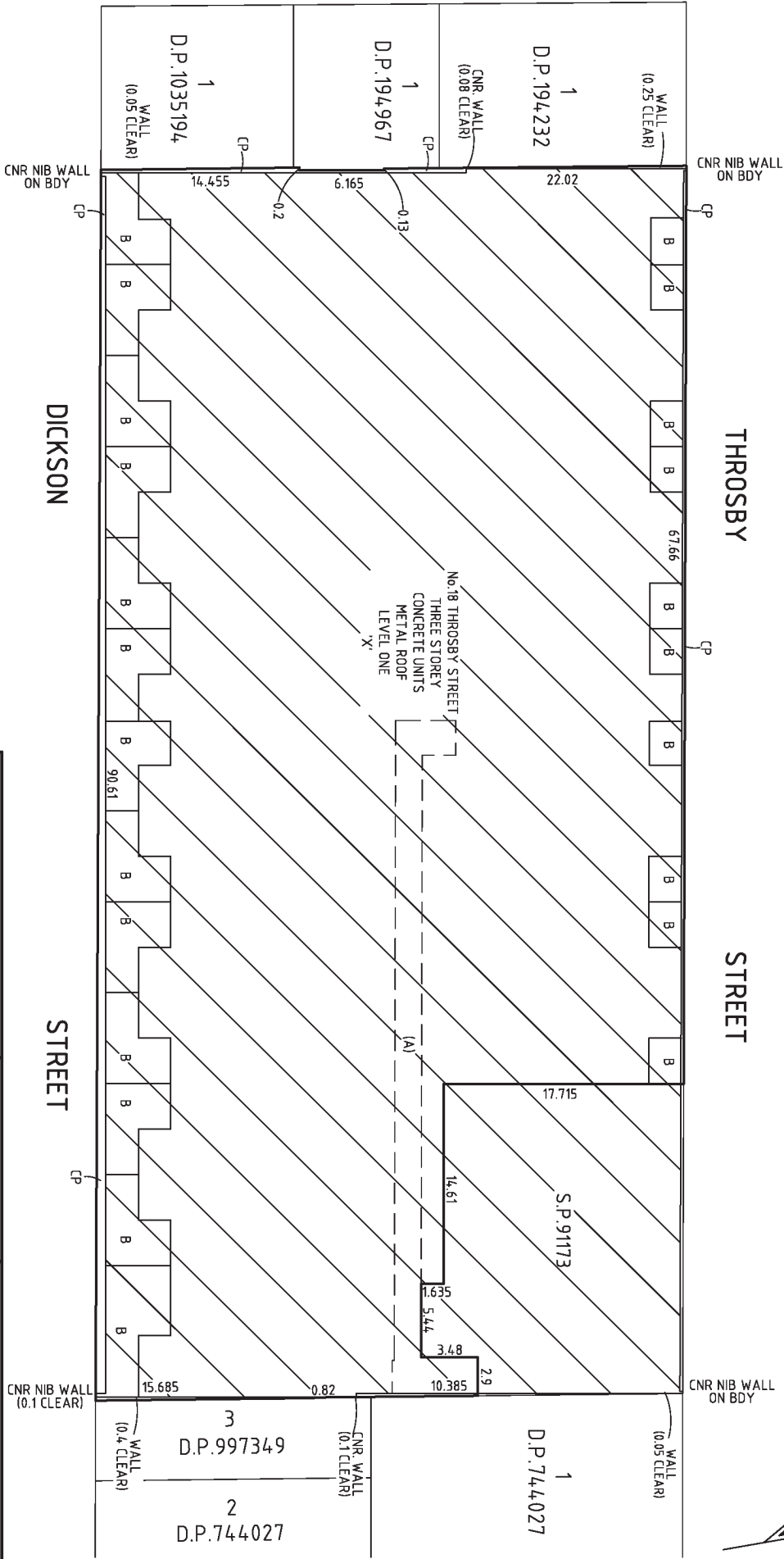


Registered

24.3.2015

SP91174

LOCATION PLAN - LEVEL 1



'X' - DENOTES LAND WITHIN THIS SCHEME
B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

(A) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH LIMITED IN STRATUM (D.P. 1204114)

DICKSON

THROSBY

STREET

STREET

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

Surveyor: JOHN JOSEPH WILSON
DEWITT CONSULTING
Surveyors Ref: 4531 RES_FINAL_C
Subdivision No: SC 2201
Lengths are in metres. Reduction Ratio 1:300



Registered

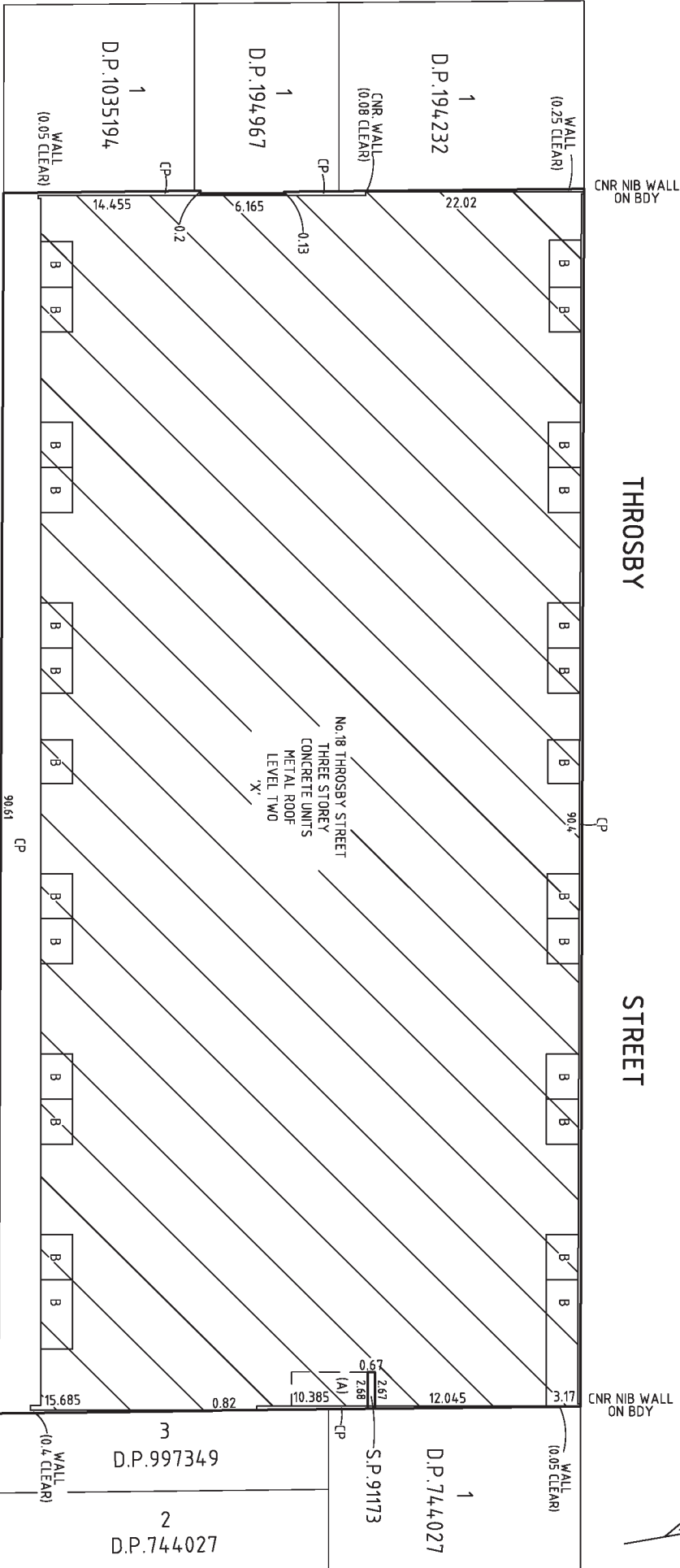
24.3.2015

SP91174

LOCATION PLAN - LEVEL 2

THROSBY

STREET



DICKSON

STREET

'X' - DENOTES LAND WITHIN THIS SCHEME
B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

(A) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH LIMITED IN STRATUM (D.P.1204114)

Surveyor: JOHN JOSEPH WILSON
DEWITT CONSULTING

Surveyors Ref: 4531_RES_FINAL_C

Subdivision No: SC 2201

Lengths are in metres. Reduction Ratio 1:300

Registered

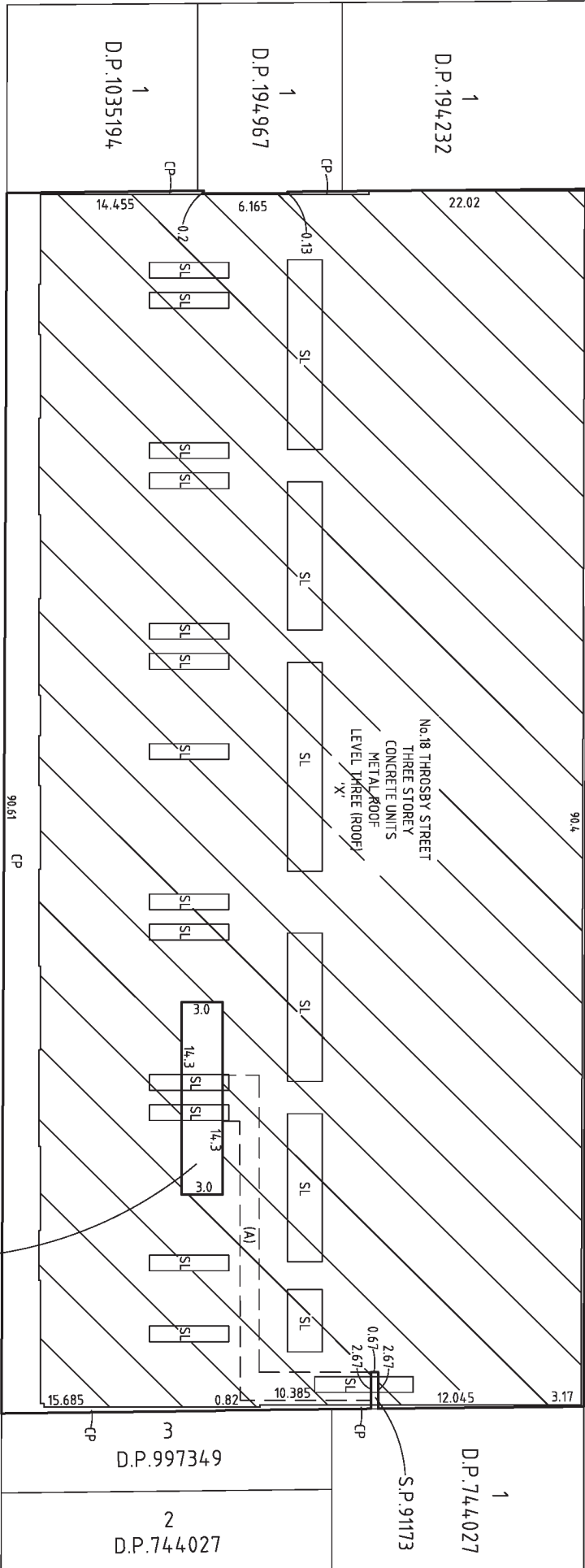
24.3.2015

SP91174

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

LOCATION PLAN - LEVEL 3 (ROOF)

THROSBY STREET



DICKSON STREET

S.P. 91173

'X' - DENOTES LAND WITHIN THIS SCHEME
CP - DENOTES COMMON PROPERTY
SL - DENOTES SKY LIGHT (COMMON PROPERTY)

(A) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH LIMITED IN STRATUM (D.P. 1204,114)



M. G. A.

Surveyor: JOHN JOSEPH WILSON
DEWITT CONSULTING

Surveyors Ref: 4531 RES_FINAL_C

Subdivision No: SC 2201

Lengths are in metres. Reduction Ratio 1:300

Registered

24.3.2015

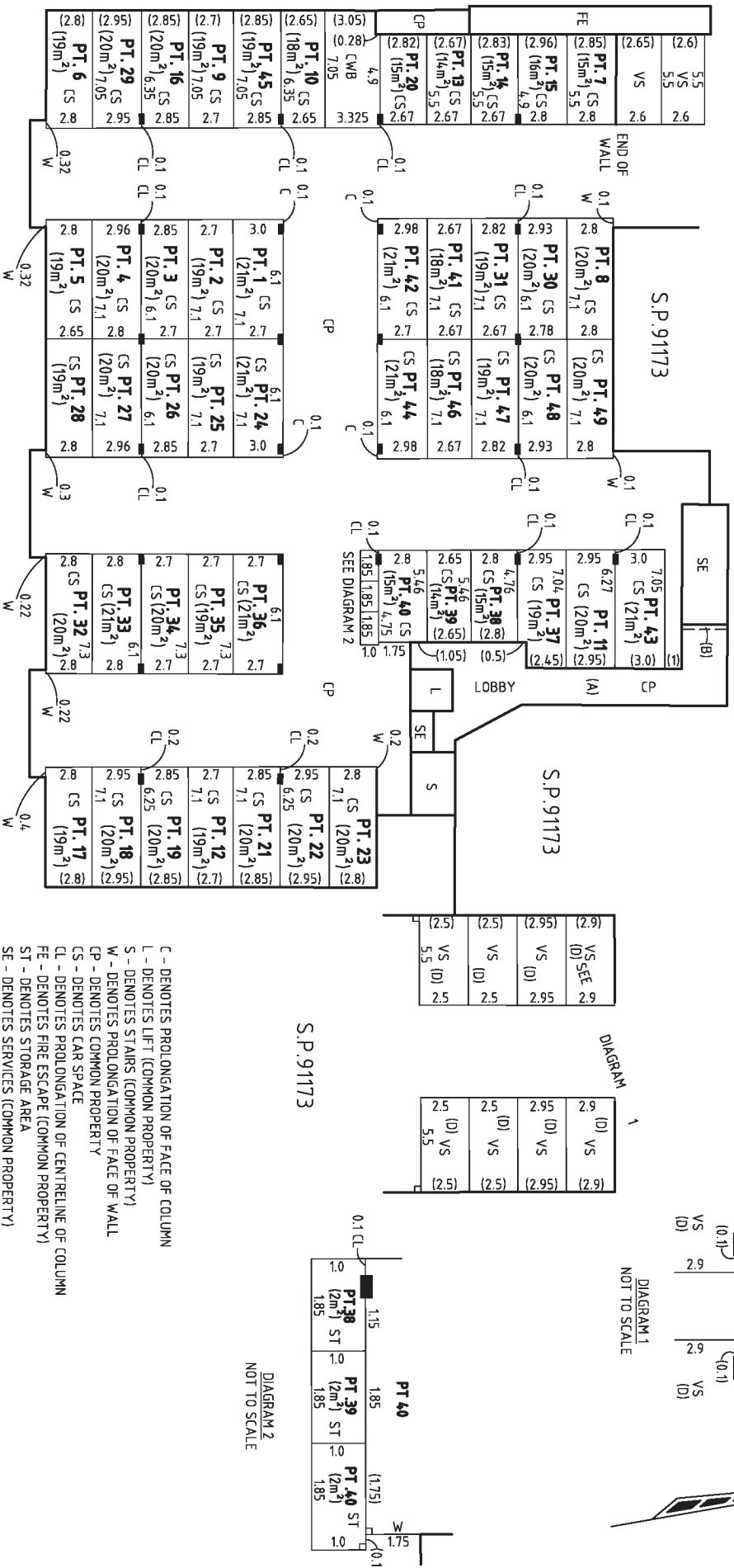
SP91174

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Table of mm

GROUND FLOOR

AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.



(A) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH LIMITED IN STRATUM (D.P.1204.114)
(B) EASEMENT FOR MAILBOX 0.43 WIDE LIMITED IN STRATUM (D.P.1204.114)
(D) EASEMENT FOR SERVICES 5.5 WIDE LIMITED IN STRATUM (D.P.1204.114)

- ALL COMMON SERVICE LINES ARE COMMON PROPERTY. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY. THE STRUCTURE OF ALL STORAGE CAGES IS COMMON PROPERTY.

JOHN JOSEPH WILSON
DEWITT CONSULTING

Registered

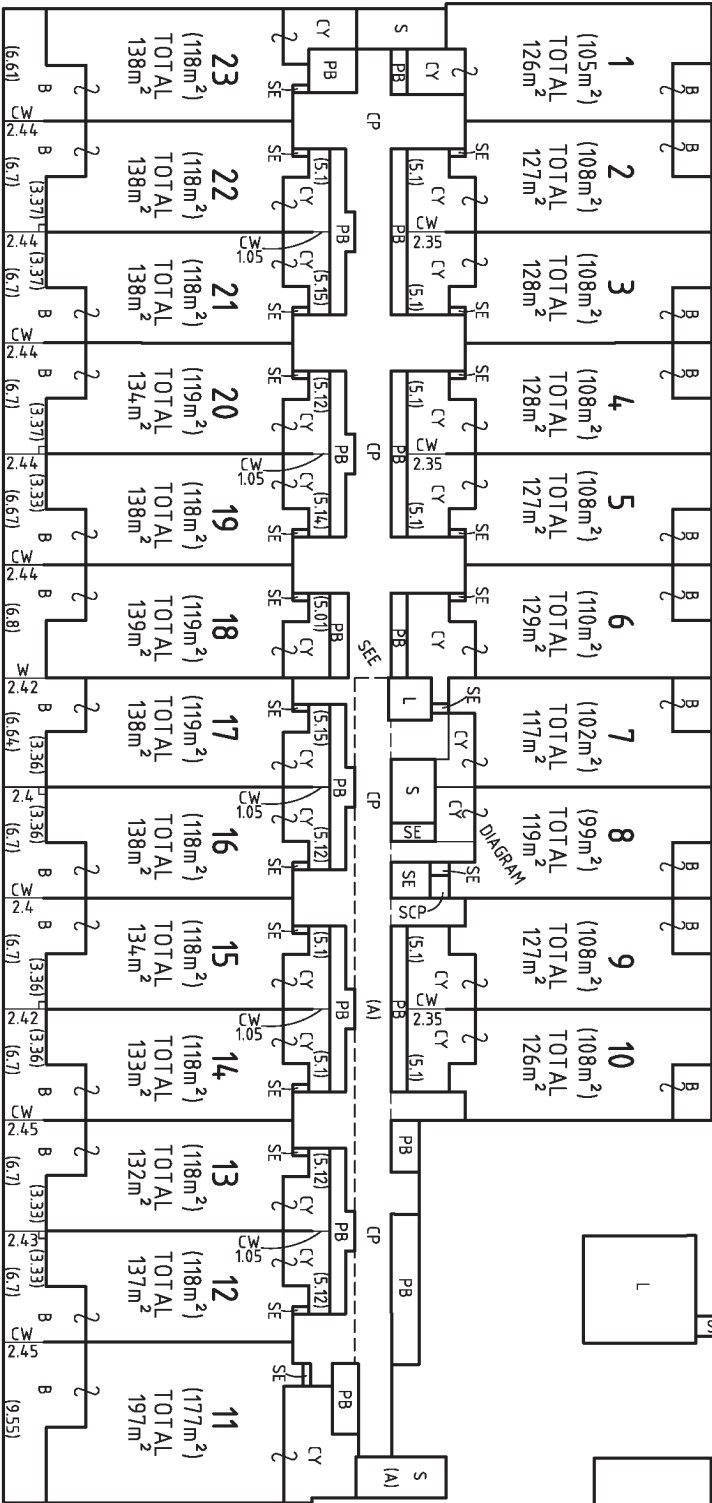
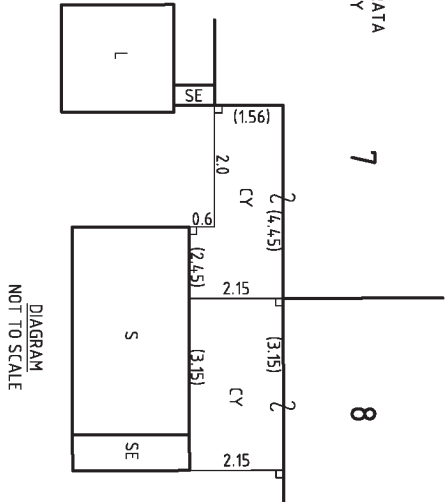
24.3.2015

SP91174

M. G. A.

LEVEL 1

AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA
SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY
AND ARE APPROXIMATE.



- B - DENOTES BALCONY
- L - DENOTES LIFT (COMMON PROPERTY)
- S - DENOTES STAIRS (COMMON PROPERTY)
- W - DENOTES PROLONGATION OF FACE OF WALL
- CY - DENOTES COURTYARD
- CP - DENOTES COMMON PROPERTY
- CW - DENOTES PROLONGATION OF CENTRELINE OF WALL
- PB - DENOTES PLASTER BOX (COMMON PROPERTY)
- SE - DENOTES SERVICES (COMMON PROPERTY)
- SCP - DENOTES STORAGE (COMMON PROPERTY)
- (A) EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN STRATUM (D.P.1204.114)

- ALL COMMON SERVICE LINES ARE COMMON PROPERTY. ANY SERVICE LINE WITHIN ONE LOT
- SERVICING ANOTHER LOT IS COMMON PROPERTY.
- THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THEIR
- RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED.
- THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THEIR RESPECTIVE
- CONCRETE FLOOR EXCEPT WHERE COVERED.

Surveyor: JOHN JOSEPH WILSON
DEWITT CONSULTING

Surveyors Ref: 4531_RCS_FINAL_C

Subdivision No: SC 2201

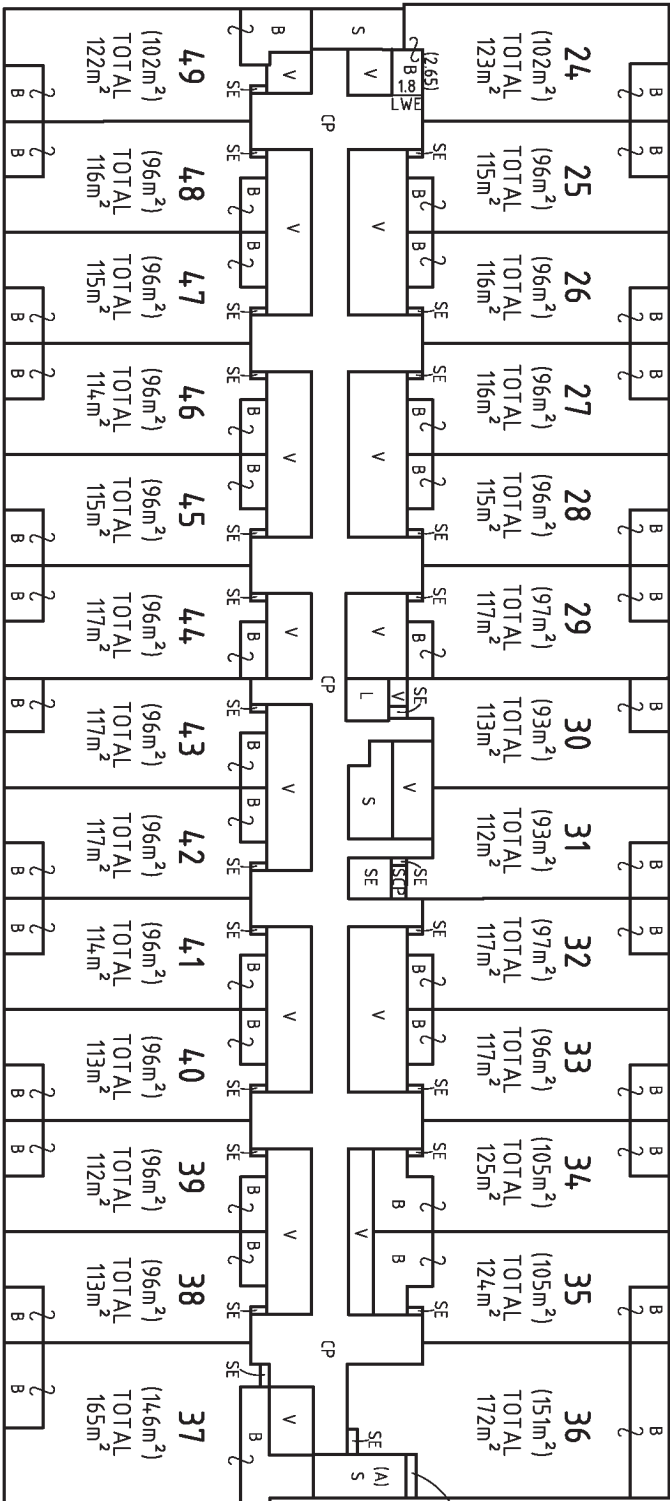
Lengths are in metres. Reduction Ratio 1:300

Registered

24.3.2015

SP91174

LEVEL 2



B - DENOTES DENOTES BALCONY
L - DENOTES LIFT (COMMON PROPERTY)
S - DENOTES STAIRS (COMMON PROPERTY)
V - DENOTES VOID (COMMON PROPERTY)
CP - DENOTES COMMON PROPERTY
SE - DENOTES SERVICES (COMMON PROPERTY)
LWE - DENOTES LINE OF EASTERN FACE OF LOW WALL
SCP - DENOTES STORAGE (COMMON PROPERTY)

(A) EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN STRATUM (D.P. 1204114)

- AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- ONLY AND ARE APPROXIMATE.
- ALL COMMON SERVICE LINES ARE COMMON PROPERTY. ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.
- THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED.

Surveyor: JOHN JOSEPH WILSON
DEWITT CONSULTING
Surveyors Ref: 4531 RES_FINAL_C
Subdivision No: SC 2201
Lengths are in metres. Reduction Ratio 1:300

Registered
24.3.2015

SP91174



STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

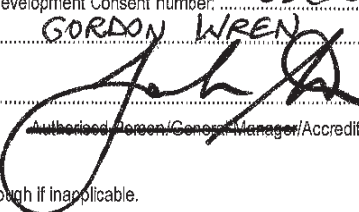
Registered:  24.3.2015
Purpose: STRATA PLAN

SP91174

PLAN OF SUBDIVISION OF LOT 1 IN D.P.1204114

LGA: NEWCASTLE
Locality: WICKHAM
Parish: NEWCASTLE
County: NORTHUMBERLAND

Strata Certificate (Approved Form 5)

- (1) ~~The Council of~~ GORDON WREN
*The Accredited Certifier: GORDON WREN
Accreditation number: BPR 0447
has made the required inspections and is satisfied that the requirements of;
*(a) Section 37 or 37A ~~Strata Schemes (Freehold Development) Act 1973 and~~
clause 29A ~~Strata Schemes (Freehold Development) Regulation 2012,~~
*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and~~
clause 30A of the ~~Strata Schemes (Leasehold Development) Regulation~~
2012;
have been complied with and approves of the proposed strata plan illustrated in
the plan with this certificate.
- *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant
development consent in force, and that all conditions of the development consent
that by its terms are required to be complied with before a strata certificate may
be issued, have been complied with.
- *(3) ~~The strata plan is part of a development scheme. The council or accredited~~
~~certifier is satisfied that the plan is consistent with any applicable conditions of the~~
~~relevant development consent and that the plan gives effect to the stage of the~~
~~strata development contract to which it relates.~~
- *(4) The building encroaches on a public place and;
*(a) ~~The Council does not object to the encroachment of the building beyond the~~
~~alignment of~~
*(b) The Accredited Certifier is satisfied that the building complies with the
relevant development consent which is in force and allows the
encroachment.
- *(5) ~~This approval is given on the condition that lot(s) A~~
~~are created as utility lots in accordance with section 30 of the Strata Schemes~~
~~(Freehold Development) Act 1973 or section 68 of the Strata Schemes~~
~~(Leasehold Development) Act 1986.~~
- Date: 26th FEB 2015
Subdivision number: SC 2201
Relevant Development Consent number: CDC 694
Issued by: GORDON WREN
Signature: 
~~Authorised Person/General Manager/Accredited Certifier~~
- * Strike through if inapplicable.
^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners
Corporation. (Address required on original strata plan only)

The Owners- Strata Plan No 91174
No. 18 THROSBY STREET
WICKHAM NSW 2293

The adopted by-laws for the scheme are:

- * ~~A~~ ~~Model By-laws~~
* ~~together with, Keeping of animals- Option A*B/C~~
* By-laws in 27 sheets filed with plan.
* Strike through if inapplicable
^ Insert the type to be adopted (Schedules 27 Strata Schemes Management
Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, JOHN JOSEPH WILSON
of de Witt Consulting, P.O. Box 850 CHARLESTOWN 2290
a surveyor registered under the Surveying and Spatial Information Act 2002, hereby
certify that:

(1) Each applicable requirement of
* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has
been met
* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has~~
~~been met.~~

*(2) *(a) The building encroaches on a public place;
*(b) ~~The building encroaches on land (other than a public place), and an~~
~~appropriate easement has been created by ^~~
~~to~~
~~permit the encroachment to remain.~~

*(3) The survey information recorded in the accompanying location plan is accurate.

Signature: 
Date: 20/2/2015

* Strike through if inapplicable.
^ Insert the deposited plan number or dealing number of the instrument that created the
easement

Signatures, Seals and Section 88B Statements should appear
on STRATA PLAN FORM 3A

Surveyor's Reference: 4531_RES_FINAL_C

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered



24.3.2015

Office Use Only

Office Use Only

SP91174

**PLAN OF SUBDIVISION OF
LOT 1 IN D.P.1204114**

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:.....SC 2201.....

Date of endorsement:.....26th FEB 2015.....

THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT COMPRISING ~~84~~ SHEETS

SCHEDULE OF UNIT ENTITLEMENT

(If insufficient space use additional annexure sheet)

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	198	33	198
2	198	34	203
3	198	35	205
4	198	36	253
5	198	37	253
6	198	38	205
7	193	39	205
8	195	40	205
9	198	41	205
10	198	42	203
11	254	43	203
12	205	44	203
13	205	45	203
14	205	46	203
15	205	47	203
16	203	48	203
17	203	49	203
18	203	AGGREGATE	10,000
19	203		
20	203		
21	203		
22	203		
23	203		
24	198		
25	198		
26	198		
27	198		
28	198		
29	198		
30	193		
31	195		
32	198		

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4531_RES_FINAL_C

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF
LOT 1 IN D.P.1204114

Office Use Only

SP91174

Registered:



24.3.2015

Strata Certificate Details : Subdivision No. SC 2201

Date: 26th FEB 2015

EXECUTED BY RPF THROSBY PTY LIMITED

ACN - 146 403 573

IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT, 2001.

SIGNATURE OF REG FLANNERY

REG FLANNERY

NAME

SOLE DIRECTOR/SECRETARY
POSITION

SIGNATURE OF WITNESS

CARDE WHITEMAN

NAME OF WITNESS

7 WINCHESTER ST, MAYFIELD.
ADDRESS OF WITNESS

EXECUTED BY WESTPAC BANKING CORPORATION

I certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this.

Loren Plan
in my presence.

Signature of Witness

Andrew Rood
Name of Witness

Lvl 1, 27 Donald st
Address of Witness
Hamilton, NSW

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

* Lisen Plan * Lease
* Instrument * Deed

Signature

GIORE HYNES.
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete whichever not applicable

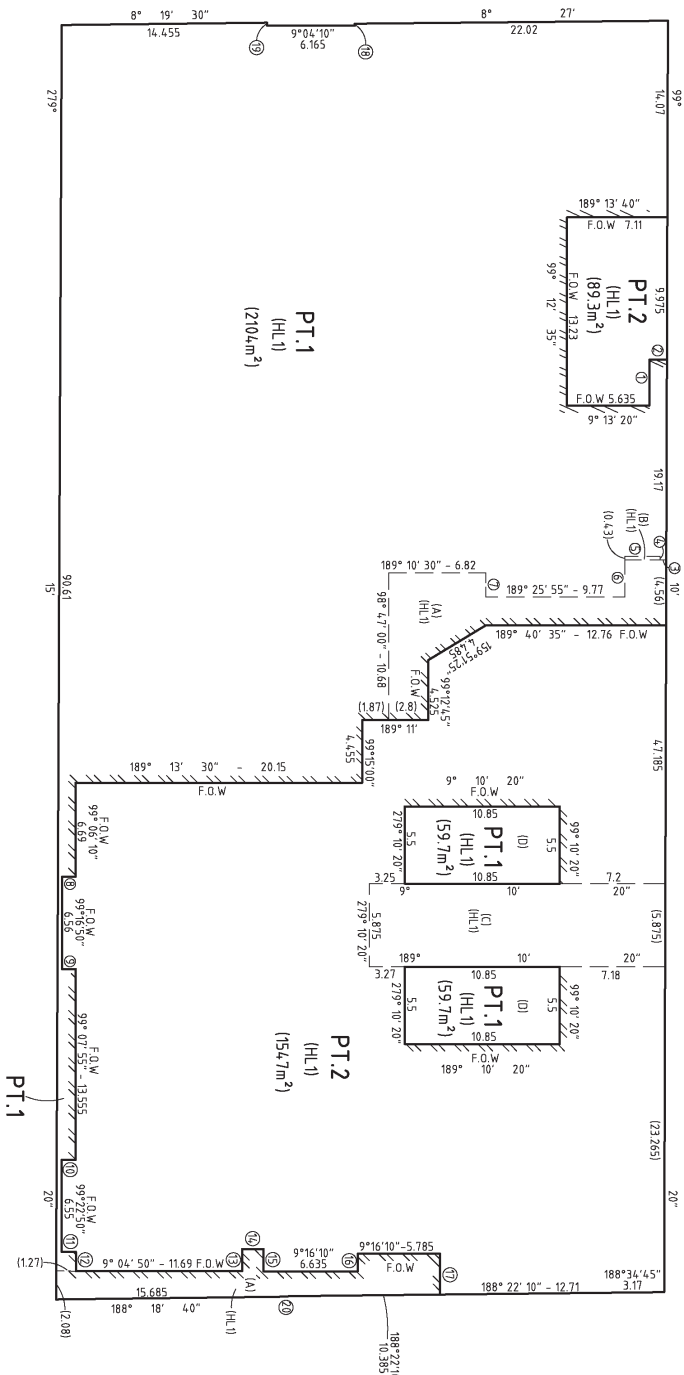


SHORT-LEAP TABLE	
BEARING	DISTANCE
298°36'00"	1.50
5°00'30"	0.50
18°49'10"	0.50
27°19'10"	0.43
36°48'40"	2.57
45°18°42'40"	2.655
54°19°33'00"	1.76
63°18°59'30"	0.96
72°8°42'40"	0.97
81°18°18'40"	0.97
90°18°18'40"	0.99
99°18°18'40"	1.035
108°18°18'40"	1.515
117°18°18'40"	1.59
126°18°18'40"	1.59
135°18°18'40"	1.59
144°18°18'40"	1.59
153°18°18'40"	1.59
162°18°18'40"	1.59
171°18°18'40"	1.59
180°18°18'40"	1.59
189°18°18'40"	1.59
198°18°18'40"	1.59
207°18°18'40"	1.59
216°18°18'40"	1.59
225°18°18'40"	1.59
234°18°18'40"	1.59
243°18°18'40"	1.59
252°18°18'40"	1.59
261°18°18'40"	1.59
270°18°18'40"	1.59
279°18°18'40"	1.59
288°18°18'40"	1.59
297°18°18'40"	1.59
306°18°18'40"	1.59
315°18°18'40"	1.59
324°18°18'40"	1.59
333°18°18'40"	1.59
342°18°18'40"	1.59
351°18°18'40"	1.59
360°18°18'40"	1.59

GROUND FLOOR

TABLE OF PART LOT HEIGHT LIMITATIONS		
SYMBOL	DEPTH (RL)	HEIGHT (RL)
(HL 1)	UNLIMITED	6.15

PART LOT 1 AND PART LOT 2 GROUND FLOOR IS THE STRATUM LYING BELOW HORIZONTAL PLANE AT RL 6.15 AUSTRALIAN HEIGHT DATUM.



(A) EASEMENT FOR PEDESTRIAN ACCESS (VARIABLE WIDTH) LIMITED IN STRUTUM
(B) EASEMENT FOR MAILBOX (0.3' WIDE) LIMITED IN STRUTUM
(C) EASEMENT FOR VEHICULAR ACCESS & FOOTWALL (5.875' WIDE) LIMITED IN STRUTUM
(D) EASEMENT FOR SERVICES (5.5' WIDE) LIMITED IN STRUTUM

F.O.W. - DENOTES FACE OF WALL

F.O.W - DENOTES FACE OF WALL

Surveyor: JOHN JOSEPH WILLSON
DEWITT CONSULTING
Date of Survey: 9th OCTOBER 2014
Surveyor's Reference: 4531
2014.M7100 (1979).ADDITIONAL

PLAN OF STRATUM SUBDIVISION OF LOT 1 D.P. 1195029

LGA: NEWCASTLE
Locality: WICKHAM
Subdivision No: 8808
Lengths are in metres. Reduction Ratio 1:2500

Registered
26.2.2015

DP1204114

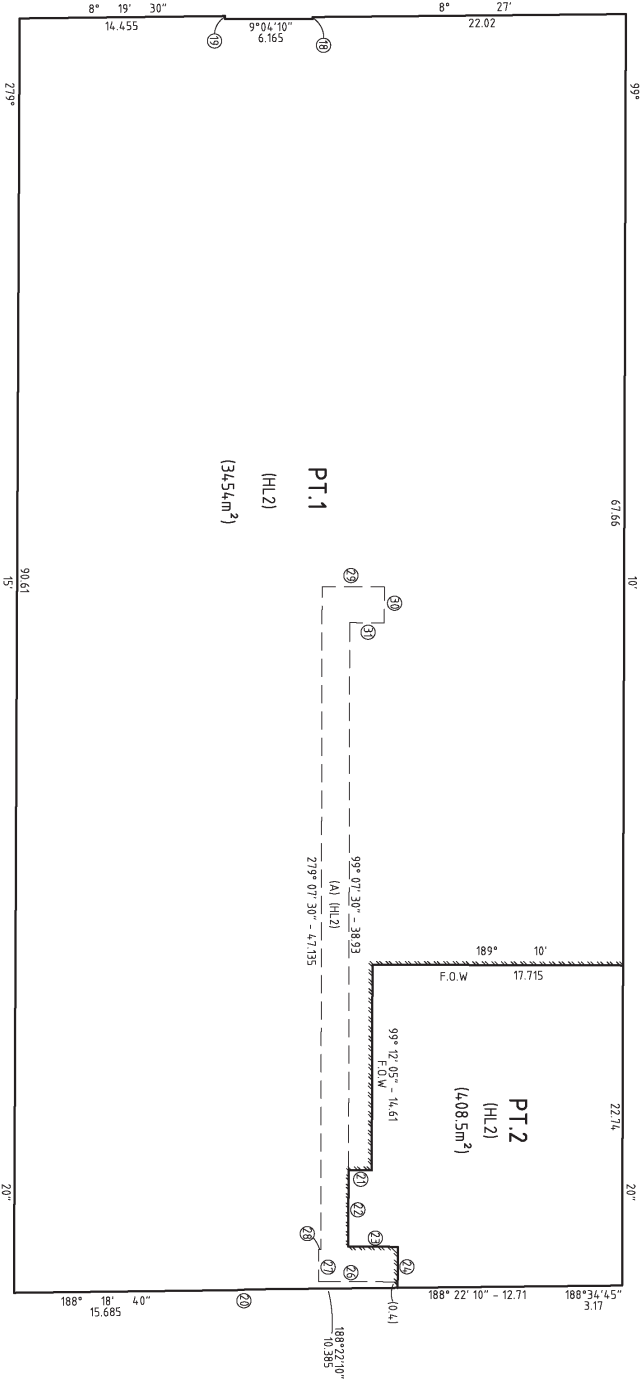
M. G. A.

SHORT LINE TABLE	
No.	BEARING - DISTANCE
18	278° 17' - 0.13
19	145° 45' - 0.82
20	185° 37' 45" - 0.82
21	188° 47' 05" - 1.63
22	188° 47' 05" - 3.48
23	188° 47' 05" - 2.9
24	188° 47' 05" - 2.95
25	188° 47' 05" - 0.15
26	188° 47' 05" - 4.8
27	188° 47' 05" - 2.435
28	188° 47' 05" - 2.435
29	188° 47' 05" - 2.435
30	188° 47' 05" - 2.435

FIRST LEVEL

TABLE OF PART LOT HEIGHT LIMITATIONS		
SYMBOL	DEPTH (RL)	HEIGHT (RL)
(HL2)	6.15	3.65

PART LOT 1 AND PART LOT 2 FIRST LEVEL IS THE STRATUM LIVING BETWEEN HORIZONTAL PLANES AT BEARS STANDARD 65 AUSTRALIAN HEIGHT DATUM.



(A) EASEMENT FOR PEDESTRIAN ACCESS (VARIABLE WIDTH) LIMITED IN STRATUM
F.O.W - DENOTES FACE OF WALL

Surveyor:	JOHN JOSEPH WILSON DEWITT CONSULTING
Date of Survey:	9th OCTOBER 2014
Surveyor's Reference:	4531
20% MTRN (1979) ADDITIONAL SHEETS	

PLAN OF STRATUM SUBDIVISION OF LOT 1 D.P. 1195029

LGA:	NEWCASTLE
Locality:	WICKHAM
Subdivision No:	8808
Lengths are in metres. Reduction Ratio 1:250	

Registered
26.2.2015

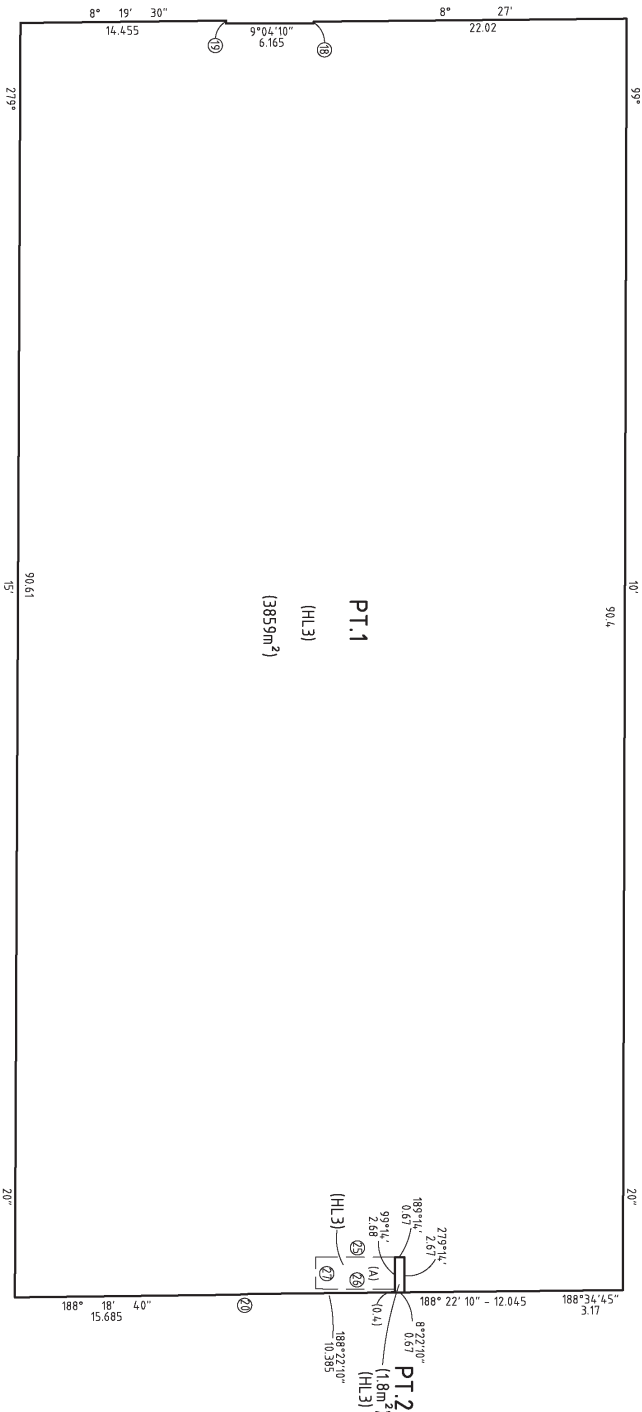
DP1204114

No.	BEARING	DISTANCE
18.	218°27'	0.13
19.	102°13'45"	0.20
20.	185°37'45"	0.82
25.	9°14'	5.59
26.	189°10'25"	5.565
27.	278°58'10"	2.29

SECOND LEVEL

TABLE OF PART LOT HEIGHT LIMITATIONS		
SYMBOL	DEPTH (RL)	HEIGHT (RL)
(HL3)	9.65	13.4

PART LOT 1 AND PART LOT 2 SECOND
LEVEL IS THE STRATUM LYING
BETWEEN HORIZONTAL PLANES AT
RL'S 9.65 AND 13.4 AUSTRALIAN
HEIGHT DATUM.



(A) EASEMENT FOR PEDESTRIAN ACCESS (VARIABLE WIDTH) LIMITED IN STRUTUM

Surveyor: Date of Survey: Surveyor's Reference: JOHN JOSEPH WILSON DEWITT CONSULTING 9th OCTOBER 2014 4531 2014 W1008 (1979) ADDITIONAL SHEETS	PLAN OF STRATUM SUBDIVISION OF LOT 1 D.P. 1195029	LGA: Locality: Subdivision No: Lengths are in metres. NEWCASTLE WICKHAM 8808 Reduction Ratio 1250	Registered 26.2.2015 	DP1204114
---	--	---	--	------------------

SHORT LINE TABLE

TABLE OF PART LOT HEIGHT LIMITATIONS		
SYMBOL	DEPTH (RL)	HEIGHT (RL)
(HL ₄)	13.4	UNLIMITED

PART LOT 1 AND PART LOT 2 THIRD LEVEL IS THE STRATUM LYING ABOVE HORIZONTAL PLANE AT RL 13.4 AUSTRALIAN HEIGHT DATUM.

THIRD LEVEL - ROOF



(A) EASEMENT FOR PEDESTRIAN ACCESS (VARIABLE WIDTH) LIMITED IN STRUTUM

Surveyor: Date of Survey: Surveyor's Reference:	JPM JOSEPH MILSON DEBUTT CONSULTING 9th OCTOBER 2014 4531	PLAN OF STRATUM SUBDIVISION OF LOT 1 D.P. 1195029	LGA: Locality: Subdivision No: Lengths are in metres. Reduction Ratio 1:250	Registered 26.2.2015		DP1204114
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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  26.2.2015

Office Use Only

Office Use Only

Title System: TORRENS

DP1204114

Purpose: SUBDIVISION

**PLAN OF STRATUM SUBDIVISION OF
LOT 1 D.P.1195029**

LGA: NEWCASTLE

Locality: WICKHAM

Parish: NEWCASTLE

County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

JOHN JOSEPH WILSON

I,
of de Witt Consulting, P.O. Box 850 CHARLESTOWN 2290

a surveyor registered under the *Surveying and Spatial Information
Act 2002*, certify that :

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 9th OCTOBER 2014

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

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

Signature  Dated: 3/11/2014

Surveyor ID: 8609

Datum Line: 'X' - 'Y'

Type: *Urban/*Rural

The terrain is *Level - Undulating/ *Steep - Mountainous

* Strike through if inapplicable

^ Specify the land actually surveyed or specify any land shown in the plan
that is not the subject of the survey.

Subdivision Certificate

DAVID PAINE

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

Signature: 

Accreditation number:

Consent Authority: **The City of Newcastle**

Date of endorsement: 13 November 2014

Subdivision Certificate number: 8808

File number: DA 14/660

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and
drainage reserves.

Plans used in the preparation of survey/compilation

D.P.1195029

D.P.1193102

D.P.623255

D.P.841854

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 4531

2014 M7100(1979)
ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered 26.2.2015



Office Use Only

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**PLAN OF STRATUM SUBDIVISION OF
LOT 1 D.P.1195029**

DP1204114

Subdivision Certificate number : 8808

Date of Endorsement : 13th NOVEMBER 2014

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

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

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	1B	THROSBY	STREET	WICKHAM
2	1B	THROSBY	STREET	WICKHAM

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (A) LIMITED IN STRATUM
2. EASEMENT FOR MAILBOX 0.43 WIDE (B) LIMITED IN STRATUM
3. EASEMENT FOR VEHICULAR ACCESS AND FOOTWAY 5.875 WIDE (C) LIMITED IN STRATUM
4. EASEMENT FOR SERVICES 5.5 WIDE (D) LIMITED IN STRATUM

EXECUTED BY RPF THROSBY PTY LIMITED

ACN 146 403 573

IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT, 2001.

SIGNATURE

SIGNATURE OF
REG FLANNERY

SIGNATURE

OF WITNESS

NAME

NAME

OF WITNESS

POSITION

ADDRESS OF WITNESS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4531

2014 M7 100 (1979) ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered



26.2.2015

Office Use Only

Office Use Only

PLAN OF STRATUM SUBDIVISION OF
LOT 1 D.P.1195029

DP1204114

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

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

Subdivision Certificate number : 6808

Date of Endorsement : 13 November 2014

EXECUTED BY WESTPAC BANKING CORPORATION

I certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this.

in my presence.

Signature of Witness

Jon Reeves

Name of Witness

27 Donald St Hamilton

Address of Witness

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

* ~~Lease Plan~~ * ~~Lease~~

* Instrument * Deed

Signature

Geoff Harvey

Name of Attorney

TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332

*Delete whichever not applicable

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4531

2014 M7100 (1979) ADDITIONAL SHEETS

Lodger Details

Lodger Code	505858Q
Name	KERIN BENSON LAWYERS PTY LTD
Address	SE 9.02, 46 MARKET ST SYDNEY 2000
Lodger Box	1W
Email	ALLISON@KERINBENSONLAWYERS.COM.AU
Reference	007690

Land Registry Document Identification

AU266237

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP91174	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP91174
Other legal entity

Meeting Date

24/06/2024

Repealed by-law No.

Details N/A

Amended by-law No.

Details N/A

Added by-law No.

Details Special By-law 2

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP91174

Signer Name ASHLEY HOWARD

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 22/07/2024

Annexure "A"

Consolidated By Laws
SP: 91174



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1 Dictionary and Interpretation

1.1 Dictionary

In the By-Laws these meanings apply unless the contrary intention appears:

Architectural Guidelines means the architectural guidelines for the Building.

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Balcony means a balcony shown as part of or attached to a Lot or Common "Property on the strata plan for the Residential Scheme other than the Landscaped Area.

Building Management Committee is the committee established under the, Strata Management Statement and the Development Act to administer the Commercial Scheme and the Residential Scheme.

Building -means the structure and improvements comprising the Life@ Throsby development which building includes the Commercial Scheme and the Residential Scheme.

Building Works are any works, alterations, installations, additions, damage, removal, repairs or replacement of:

(a) Common Property: structures, including the Common Property walls, floor and ceiling enclosing a Lot or Car Space or Storage Area (Common Property walls include windows and doors in those walls and any signs on those walls or windows); or

(b) the structure of a Lot; or

(c) internal partitioning or suspended ceilings; or

(d) Common Property services; or

(e) any screen installed over or ground, any air conditioning condenser or other equipment situated on, any Balcony or on Common Property; or

(f) -Services in the Residential Scheme, whether or not they are for the exclusive use of a Lot.

Building Works exclude damaging, altering or removing a load bearing wall or non-load bearing wall. Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot (eg painting walls or hanging pictures or attaching items to those walls).

By-Laws means the strata by-laws and Exclusive Use By-Laws for the Commercial Scheme and the Residential Scheme.

Car Park means that part of the Residential Scheme and the Commercial Scheme situated in the Building containing Car Spaces and visitors car spaces, Storage Areas and Common Property.

Car Space is that part of a lot within the Car Park which is designated on the strata plan for the Residential Scheme as a car space.

Commercial Scheme is Strata Scheme No. 91173.

Common Property is:

(a) common property in the Residential Scheme; and

(b) the personal property of the Owners Corporation.

Under these By-Laws, Common Property does not include:

(a) Shared Facilities located in the Residential Scheme; or

(b) Common Property which an Owner must maintain, repair or replace under an Exclusive Use By-Law.

Development Act is the Strata Schemes (Freehold Development) Act 1973.

Executive Committee is the executive committee of the Owners Corporation.

Exclusive Use By-Law is a By-Law granting an Owner or Occupier exclusive use and special privileges over Common Property in accordance with the Management Act.

Facilities Manager is the person appointed by the Building Management Committee or the Owners Corporation to provide management, operational and other services for the Building or the Residential Scheme.

Lot is a lot in the Residential Scheme (and any lots into which a lot is subdivided or resubdivided).

Management Act is the Strata Schema Management-Ad 1996.

Occupier means an occupier, lessee, licensee, sub-lessee or sub-licensee of a Lot in the Residential Scheme.

Owner means:

(a) the Owner of a Lot; and

(b) if a Lot is subdivided or resubdivided, the Owners for the time being of the new Lots; and

(c) for an Exclusive Use By-Law, the Owner(s) of the Lot(s) benefiting from the Exclusive Use By-Law; and

(d) a mortgagee in possession of a Lot.

Owners Corporation is The Owners — Strata Plan No. 91174.

Residential Garbage Area means any area designated as a garbage area for garbage or recyclables originating in the Residential Scheme.

Residential Scheme means Strata Scheme No. 91174.

Rules are rule made by the Owners Corporation according to, these. By-Laws,.

Security Key is a key, magnetic card or other device or information used to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities are, facilities used by both the Commercial Scheme and the Residential Scheme and which are Shared Facilities under the Strata Management Statement.

Special Resolution has the Same meaning as is ascribed to that term in the Management Act.

Strata Management Statement is the strata management statement for the Building.

Strata Manager is the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Scheme is a. strata scheme created upon registration of a strata plan in respect of a lot within the Building according to the Development Act

Stratum Lot is a lot in the Building which has been subdivided by a strata plan according to the. Development Act.

Storage Area is that part of a Lot within the Residential Scheme which is designated on the strata plan for the Residential Scheme as a storage area.

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings do not affect the interpretation of these By-Laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Strata Management Statement which are not separately defined in these By-Laws have the same meaning as is ascribed to them in the Strata Management Statement;
- (e) a reference to a person includes any natural person, corporation or other body corporate or governmental body and vice versa;
- (f) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;
- (g) a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;
- (h) references to months and years means calendar months and Calendar years;
- (i) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (j) if the day on which any act, matter or thing is to be done is not a Business Day, that act, matter or thing may be done on the next Business Day;
- (k) a person includes their executors; administrators, successors, substitutes and assigns; and
- (l) a thing includes the whole or each part of it.
- (m) "GST", "Input Tax Credit", "Supply", "Supplies", "Taxable Supply" and "Tax Invoice" have the same meanings in these By-Laws as in A New Tax System (Goods and Services Tax) Act, 1999.

1.3 Headings

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

2 Life @ Throsby

2.1 Structure

Life @ Throsby is a mixed use development comprising two separate components being:

- (a) the Residential Scheme; and
- (b) the Commercial Scheme.

2.2 Contents of Life @ Throsby

The Residential Scheme comprises one stratum within Life @ Throsby and contains 49 residential units while the Commercial Scheme comprises the other stratum within Life @ Throsby and contains 7 Commercial Lots.

3 About the By-Laws

3.1 Purpose

The By-Laws regulate the day to day management and operation of the Residential Scheme. They are an essential document for the Owners Corporation and each Owner and Occupier within the Residential Scheme.

3.2 By-Laws and the Strata Management Statement

These By-Laws should be considered in conjunction with the Strata Management Statement.

3.3 Who must comply?

An Owner or Occupier of a Lot in the Residential Scheme must comply with the By-Laws. The Owners Corporation must also comply with the By-Laws.

3.4 Amendment of the Exclusive Use By-Laws

The Owners Corporation may amend or cancel an Exclusive Use By-Law only by Special Resolution and with the written consent of each Owner who has the exclusive use under the By-Law.

3.5 Amending other By-Laws

The Owners Corporation may add, change or cancel By-Laws if it complies with the provisions in the Strata Management Statement about adding, changing and cancelling By-Laws.

4 Strata Management Statement

4.1 Purpose

The Strata Management Statement regulates the management and operation of the Commercial Scheme and the Residential Scheme.

4.2 Inconsistencies between a By-Law and the Strata Management Statement

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

4.3 Who must comply with the Strata Management Statement?

The Owners Corporation, Owners and Occupiers must all comply at their own cost with the Strata Management Statement.

4.4 Appointing a representative to the Building Management Committee

The Owners Corporation must, by Special Resolution according to the Development Act, appoint two representatives to represent it and vote at meetings of the Building Management Committee.

4.5 Consents under the By-Laws and the Strata Management Statement

A consent under the By-Laws does not relieve the Owners Corporation, an Owner or an Occupier from any obligations they may have to obtain necessary consents under the Strata Management Statement.

5 Architectural Guidelines

5.1 Architectural Guidelines

The Architectural Guidelines for the Residential Scheme are any architectural guidelines which are established under the Strata Management Statement.

5.2 Compliance with the Guidelines

The Owners Corporation, Owners and Occupiers must comply with any Architectural Guidelines and obtain all necessary consents under any Architectural Guidelines before carrying out works in the Residential Scheme.

6 Owner and Occupier responsibilities

6.1 Occupiers and visitors

An Owner who leases or licenses their Lot must:

(a) ensure that Occupiers and their visitors comply with the By-Laws and the Strata Management Statement; and

(b) take all action available to them, including action under the lease or licence agreement, to make Occupiers and their visitors comply or leave the Residential Scheme.

6.2 Obligations

An Owner or Occupier must not:

(a) allow another person to do anything which they cannot do under these By-Laws or the Strata Management Statement; or

(b) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or

(c) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or

(d) smoke cigarettes, cigars or pipes while they are on Common Property or allow smoke from them to enter Common Property; or

(e) obstruct the legal use of Common Property by any person; or

(f) do anything in the Residential Scheme which is illegal; or

(g) do anything which might damage the good reputation of the Owners Corporation, the Residential Scheme or the Building; or

(h) use frisbees, skateboards or rollerblades upon Common Property; or

(i) cause any damage to any other Lot or Common Property through use or misuse of any taps within their Lot, including on any Balcony; or

(j) subject to any Exclusive Use By-Laws, access or interfere with any hot water service, air conditioning unit or associated equipment or screens situated upon Common Property; or

(k) subject to the Strata Management Statement and these By-Laws, park or stand a vehicle on Common Property.

6.3 Your Lot

Each Owner and Occupier must:

- (a) keep their Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the By-Laws or Strata Management Statement which services a Lot (whether or not they made the installation or alteration); and
- (c) notify the Owners Corporation and the Building Management Committee if they change the existing use of their Lot or do anything in their Lot which may affect premiums for insurances effected for the Residential Scheme; and
- (d) notify the Building Management Committee if they change the existing use of their Lot or do anything in their Lot which may affect premiums for insurances effected for the Residential Scheme by the Building Management Committee.

6.4 Consents

Subject to the Strata Management Statement and these By-Laws, an Owner or Occupier must have consent from the Owners Corporation to:

- (a) store things in any Car Space forming part of or used in conjunction with a Lot (other than a vehicle); or
- (b) keep anything in a Lot that is visible from outside the Lot and is not in keeping with the appearance of the Residential Scheme; or
- (c) attach or hang an aerial, satellite dish or wires outside a Lot or the Residential Scheme.

6.5 No enclosure of Car Spaces

An Owner or Occupier may not enclose the Car Space(s) of a Lot.

7 Balconies

7.1 Items on Balconies

Subject to the other requirements of this By Law an Owner or Occupier may keep the following items on a Balcony:

- (a) pot plants and planter boxes; and
- (b) occasional furniture; and
- (c) recreational equipment (other than bicycles); and
- (d) air conditioning condensers and associated equipment and screens;
- (e) portable barbecues (subject to compliance with the other provisions of this By-Law); and
- (f) other items approved by the Owners Corporation,

7.2 General requirements for Balconies

An Owner or Occupier must:

- (a) keep items on the Balcony clean and tidy and in good condition and well maintained; and

(b) ensure that items on the Balcony of their Lot are secure against the prospect of being dislodged by wind; and

(c) ensure that items on the Balcony are of a high quality and finish and are in keeping with the appearance of the Building; and

(d) when watering plants on the Balcony, take steps to ensure that water does not leave the Balcony; and

(e) ensure that any plants or landscaping on the Balcony is kept neat and tidy and that no landscaping hangs or grows over the edge of the Balcony; and

(f) not use a hose on the Balcony and

(g) not install or construct additional bayonets or gas outlets on the Balcony; and

(h) not hang laundry, bedding or other articles over the Balcony railing; and

(i) not keep flammable materials or items which are likely to cause damage or injury to any person or property on the Balcony;

(j) not store any bicycles on the Balcony; and

(k) keep any air conditioning condenser or similar equipment well maintained and secure and screened from view outside the Lot and not allow any person to climb upon the unit or any screening; and

(l) comply with any Owners Corporation requirements or Rules in relation to screening, installation or maintenance of air conditioning units and associated screens in the Building.

7.3 Owners Corporation Powers

The Owners Corporation may require an Owner or Occupier, at their cost, to remove items from the Balcony that are not Common Property (and to replace those items) to enable the Owners Corporation to:

(a) inspect Common Property;

(b) maintain, repair and replace Common-Property;

(c) comply with the obligations of the Owners Corporation under the By Laws or the Strata Management Statement, or any consent or requirement of any Authority or the Management Act.

7.4 Barbeques

An Owner or Occupier may store and operate a portable barbeque on a Balcony if:

(a) it is a type permitted under By-Law 7.5; and

(b) it will not (or is not likely to) cause damage; and

(c) it is not (or is not likely to become) dangerous; and

(d) they keep it covered when they are not operating it; and

(e) they keep it clean and tidy; and

(f) they comply with this By-Law 7.

7.5 Types of portable barbeques

The types of barbeques permitted under this clause 7 are:

- (a) covered gas or electric portable barbeque; or
- (b) any other type approved by the Committee.

Solid fuel burning barbeques are prohibited.

7.6 Interference

If an Owner or Occupier uses a portable barbeque on a Balcony, it must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

7.7 Balcony furniture

An Owner or Occupier does not need consent from the Executive Committee to keep outdoor furniture on the Balcony provided that the outdoor furniture is of a high quality and finish and is otherwise in keeping with the appearance of the Building and complies with any requirements set out in the Strata Management Statement or By-Laws.

7.8 Removing furniture, pots etc

Each Owner or Occupier must immediately remove furniture and landscaping from a Balcony if:

- (a) they do not comply with their obligations under this By-Law; or
- (b) the furniture or landscaping causes (or may cause) damage to another part of the Building.

8 Storage Areas

8.1 An Owner and Occupier must not:

- (a) use any Storage Area other than for domestic storage;
- (b) store any garbage, recyclable materials or flammable materials within any Storage Area;
- (c) do anything within any Storage Area which causes damage or unreasonable interference with any neighbouring Lot or Common Property;
- (d) use a hose in any Storage Area; or
- (e) install any gas or electrical fitting or equipment in any Storage Area.

8.2 Before an Owner or Occupier encloses the Storage Area of a Lot, they must:

- (a) provide the Owners Corporation with a certificate by an appropriately qualified person reasonably acceptable to the Owners Corporation, confirming that the enclosure does not interfere with or prejudice any service; and
- (b) obtain evidence of consent from all relevant Authorities and provide copies of those consents to the Owners Corporation.

9 Moving items within the Residential Scheme

9.1 General Requirements

Each Owner and Occupier must:

(a) make arrangements with the Owners Corporation or Facilities Manager at least 48 hours before they move furniture or goods through the Residential Scheme; and

(b) Only move furniture and goods through the Residential Scheme in accordance with instructions given by the Owners Corporation or Facilities Manager; and

(c) not use the loading dock situated within the Commercial Scheme,

9.2 Regular Deliveries

An Owner or Occupier may make standing arrangements with the Owners Corporation and the Facilities Manager about the regular deliveries to a Lot.

10 Garbage and Recyclable Materials

10.1 Obligations

An Owner or Occupier must:

(a) periodically take all recyclable materials to the Residential Garbage Area and place them in the receptacles provided for that purpose and not leave garbage or recyclable materials on Common Property; and

(b) comply with the instructions of the Owners Corporation and Facilities Manager about the storage and removal of garbage and recyclable Materials from their Lot to the Residential Garbage Area; and

(c) handle recyclable items in accordance with instructions from The Owners Corporation and Facilities Manager and relevant Authorities.

10.2 Owners Corporation

The Owners Corporation is responsible for the storage and removal of garbage and recyclable-materials from the Residential Garbage Area.

10.3 Rules about Garbage and Recyclable Materials

The Owners Corporation may make Rules about the storage and removal of garbage and recyclable materials in the Residential Scheme.

11 Windows

11.1 Cleaning

Unless the Owners Corporation resolves to clean glass in some or all of the windows in the Residential Scheme, an Owner or Occupier must regularly clean or cause to be cleaned the glass in windows and doors of a Lot (even if they are Common Property).

11.2 Treatments

An Owner or Occupier may install curtains, blinds, louvres, shutters and other window and door treatments in a Lot provided they have an appearance from outside the Lot which is consistent with the existing colour scheme of the Building and that part of the Building within which the Lot is located. An

Owner or Occupier must have consent from the Owners Corporation to place, install or retain internal curtains, blinds and window and door treatments other than those specified in this clause. No external louvres, shutters, solar film or similar treatments, Shades, blinds, awnings or other shading devices may be placed on the exterior surfaces of any doors or windows.

12 Floor Coverings and Other Acoustic Controls

12.1 Floor Coverings

All Owners and Occupiers must keep all floors in their Lot covered or treated to inhibit the transmission of noise that might unreasonably disturb another Owner or Occupier,

12.2 Consent from the Owners Corporation

An Owner or Occupier must have consent from the Owners Corporation to remove or interfere with fixed floor coverings or treatments in a Lot.

12.3 General Obligations

An Owner or Occupier must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

12.4 Equipment and machinery

An Owner or Occupier must ensure that equipment and machinery in a Lot or Common Property does not cause vibrations or noise in another Lot or other part of the Building:

12.5 Power Tools

An Owner or Occupier may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30am to 5.30pm Mondays to Fridays and 9.00am to 3.00pm on Saturdays. They must not use power tools on Sundays or public holidays in New South Wales.

12.6 Playing musical instruments

Subject to this By-Law 12, an Owner or Occupier may play or rehearse on musical instruments (other than percussion instruments) only between 9.00am to 8.00pm. They must not play or rehearse on percussion instruments.

12.7 Playing music

Subject to this By-Law 12, an Owner or Occupier must, not play live or other music which exceeds 65dB(A) at the boundary of a Lot after 11.00pm (or another hour determined by the Owners Corporation acting reasonably).

13 Fire Safety

13.1 General Requirements

Subject to By-Law 7.2, an Owner or Occupier may keep flammable materials in a Lot other than in a Car Space or Storage Area forming part of a Lot if:

- (a) they are used in: connection with the lawful use of the Lot; and
- (b) they are kept in reasonable quantities according to the guidelines of Authorities.

13.2 Compliance with fire control laws

Each Owner and Occupier;

- (a) Must comply with laws about fire safety;

- (b) must not keep flammable materials on Common Property;
- (c) must not interfere with fire safety equipment; and
- (d) must not obstruct fire stairs or fire escapes.

14 Building Works

14.1 Consent

Subject to By-Laws 15 and 22 an Owner or Occupier must have consent from the Owners Corporation to do Building Works in a Lot or in Common Property: The Owners Corporation's consent may include conditions.

14.2 Procedures

Before Building Works are commenced:

(a) an Owner or Occupier must:

- (i) obtain necessary consents from the Owners Corporation and Authorities; and
- (ii) find out where services are located; and

(b) if the Building Works are also "Works" as defined in the Strata Management Statement, the Owners Corporation must, at the Owner's or Occupier's cost, obtain any necessary consent to the Building Works from the Building Management Committee.

14.3 General Requirements

If Owner or Occupier carries out Building Works, they must:

- (a) comply with any conditions of the Owners Corporation or the Building Management Committee or any Authority attached to its approval; and
- (b) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (c) carry-out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (d) repair any damage and indemnify for any loss caused to Common Property, Shared Facilities or the property of another Owner or Occupier or to other parts of the Building.

14.4 Arrangements with the Owners Corporation

Before Building Works are carried out the Owner or Occupier of the relevant Lot must:

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

15 Load bearing and non-load bearing walls

15.1 Alterations to load bearing walls

An Owner or Occupier must have consent from the Owners Corporation and relevant Authorities to damage, alter or remove:

- (a) a load bearing wall in a Lot
- (b) a Common Property load bearing wall on the boundary of a Lot.

15.2 When is consent required?

The Owners Corporation will only consent to alteration to or removal of a load bearing wall if, before an Owner or Occupier carries out the work:

- (a) they provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the proposed alteration or removal of the wall and the method by which the work will be done will not adversely affect the structural integrity of the Residential Scheme or any structure within the Residential Scheme or the Commercial Scheme or any Shared Facility; and
- (b) if the load bearing wall divides two Lots, the Owner of the adjoining Lot consents in writing to the alteration or removal of the load bearing wall.

15.3 Non-Load Bearing Walls

An Owner or Occupier may:

- (a) damage, alter or remove non-load bearing walls in a Lot; and
- (b) make openings in non-load bearing Common Property walls between two adjacent Lots that they own or occupy (subject to the Owner or Occupier obtaining all necessary consents from the Owner of the Lot),

If before they carry out the alteration or removal, they provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the proposed alteration or removal of the non-load bearing wall and the method by which the work will be done will not adversely affect the structural integrity of the Residential Scheme or any structure within the Residential Scheme or the Commercial Scheme or any Shared Facility.

15.4 Owners Corporation may impose conditions

The Owners Corporation may impose conditions if it gives an Owner or Occupier consent to damage, alter or remove a load bearing wall. The conditions must be reasonable in the circumstances and may include conditions to reduce interference with other Owners and Occupiers which might arise from carrying out the works.

16 Security

16.1 Owners Corporation Obligations

The Owners Corporation must take reasonable steps to:

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

16.2 Audio Visual Security

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

- (a) has the power to install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of the Residential Scheme; and
- (b) Close off or restrict by Security Keys access to parts of Common Property; and
- (c) allow the Strata Manager, Facilities Manager and security personnel to use part of Common, Property to operate or monitor security of the Residential Scheme. The Owners Corporation may exclude Owners or Occupiers from using these parts of Common Property..

16.3 Further Owners Corporation's obligations

When it exercises its rights under this By-Law, the Owners Corporation must not unreasonably:

- (a) shut down or interfere with the integrated security system for the Building; or
- (b) restrict access to parts-of Common Property which are Shared Facilities.

16.4 Owner and Occupier Obligations

An Owner or Occupier must:

- (a) not interfere with security cameras or surveillance equipment; and
- (b) not do anything that might prejudice the security or safety of the Residential Scheme; and
- (c) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

16.5 Security Keys

The Owners Corporation may charge the Owner or Occupier a fee or bond if they want extra or replacement Security Keys, Security Keys belong to the Owners Corporation.

16.6 Obligations in relation to Security Keys

Each Owner and Occupier must:

- (a) take all reasonable steps not to lose Security Keys; and
- (b) notify the Owners Corporation immediately if they lose a Security Key; and
- (c) not copy a Security Key; and
- (d) not give a Security Key to someone-who is not an Owner or Occupier or the Owners Corporation; and
- (e) comply with the reasonable instructions of the Owners Corporation or the Facilities Manager and any Rules about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

16.7 Installing Security Devices

An Owner and Occupier may not install external security devices including, without limitation, screens, grilles on external doors or windows of a Lot or on Common Property.

16.8 Alarms

An Owner or Occupier may install a security alarm in a Lot without consent from the Owners Corporation only if;

- (a) the alarm is a "back to base" facility; and
- (b) the alarm is silent; and
- (c) the alarm does not have flashing lights; and
- (d) the installation is not attached to and does not interfere with Common Property; and
- (e) the installation is not attached to and does not interfere with a Shared Facility,

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

- (a) Common Property, the Owner or Occupier must have consent from the Owners Corporation before they install the alarm; or
- (b) a Shared Facility, the Owner or Occupier must obtain consent from the Building Management Committee before they install the alarm.

17 Common Property Damage

17.1 General Requirements

Subject to the By-Laws and the Strata Management Statement; each Owner and Occupier must:

- (a) only use Common Property and equipment situated on Common Property for their intended purposes; and
- (b) notify the Owners Corporation if they become aware of any damage to or a defect in Common Property or any equipment situated on Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property or any equipment on Common Property caused by the Owner or Occupier; their visitors or persons doing work or carrying out Building Works in the Residential Scheme on their behalf.

17.2 Consent

Subject to the By-Laws and the Strata Management Statement, each Owner and Occupier must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment; or
- (d) do anything which might invalidate, suspend or increase the premium or any other change on any insurance policy effected by the Owners Corporation.

18 Traffic

18.1 Owners Corporation Powers

In addition to its powers under the Management Act and subject to the Strata Management Statement, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic on Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps, barriers and other traffic control devices in Common Property; and

(d) install signs about parking and to control vehicular and pedestrian traffic in Common Property.

19 Parking on Common Property

19.1 An Owner or Occupier may only park or stand a vehicle on Common Property other than designated Car Spaces with prior consent from the Owners Corporation.

19.2 Each Owner and Occupier must:

(a) not park in any car space designated from time to time as visitor parking; and

(b) ensure that any visitor parks only in car spaces designated from time to time as visitor parking and that they obey any Rules made in relation to visitor parking.

20 Animals

20.1 Keeping Animals

An Owner or Occupier may keep:

(a) goldfish or other similar fish in secure indoor aquarium;

(b) one cat;

(c) one small dog;

(d) one small caged bird.

20.2 Other than animals specified in By law 20,1 or a guide dog, hearing dog or other animal trained to assist to alleviate the effects of a disability, an Owner or Occupier must not, without the prior written approval of the Owners Corporation keep any animal within a Lot or on Common Property.

20.3 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal within a Lot.

20.4 Visitors' Animals

An Owner or Occupier must not allow a visitor to bring an animal into the Residential Scheme unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability.

21 Rules

21.1 Owners Corporation may make Rules

The Owners Corporation may:

(a) make Rules about the security, control, management, operation, use and enjoyment of the Residential Scheme; and

(b) add to or change the Rules at anytime..

21.2 Compliance

All Owners and Occupiers must comply with the Rules.

21.3 Inconsistencies

If a Rule is inconsistent with a By-Law, the Strata Management Statement or a requirement of an Authority, then the By-Law, Strata Management Statement or requirement of an Authority prevail to the extent of the inconsistency.

22 Applications and complaints

22.1 Complaints

An Owner or Occupier must make any complaints to the Owners Corporation in writing and address them to the Strata Manager.

22.2 Making an application

The Owners Corporation may, either generally or in specific cases, specify the plans, drawings and other documents which an Owner or Occupier must submit with an application under the By-Laws.

22.3 What information must be included in an application?

An application for consent under the By-Laws must:

- (a) be in writing; and
- (b) include the plans, drawings and other documents specified by the Owners Corporation for the type of works for which approval is sought; and
- (c) include enough information to give the Owners Corporation enough information to make a decision about the application.

22.4 Lodging applications

An Owner or Occupier who makes an application ("Applicant") must address the application to the Strata Manager.

22.5 Appointing consultants

The Owners Corporation may appoint consultants to review and make recommendations about applications to it under the By-Laws.

22.6 Paying the costs for a consultant

The Owners Corporation may require an Applicant to pay the reasonable costs of consultants they appoint.

22.7 Time frame for making a decision

Subject to the Applicant complying with the requirements of this By-Law, the Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (where the Applicant is not required to provide further information) or 10 Business Days after the Owners Corporation receives the last of the further information requested or the consultant's report (where the Applicant is required to provide further information or a consultant has been appointed), or another period agreed between the parties.

22.8 Notifying the Applicant of a decision

The Owners Corporation must immediately advise an Applicant in writing when they have made a decision about an application. The advice must clearly describe any conditions which attach to any approval and, if the application is not approved, explain in full detail the reasons for the decision.

22.9 Conditional approvals

The Owners Corporation may make conditions if they approve an application.

The conditions may include:

- (a) a reasonable time frame in which the works must be completed; and
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing the Common Property or the relevant Lot.

22.10 Revocation

The Owners Corporation may revoke their approval if an Applicant does not comply with the conditions for the approval.

23 Consents

23.1 Mode of Consent

Unless a By-Law states otherwise, consents under the By-Laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

23.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give consent under the By-Laws and each Owner or Occupier affected by the consent must comply.

23.3 Revocation

The Owners Corporation Or the Executive Committee May revoke their consent if an Owner or Occupier who is the applicant for or is affected by a consent does not comply with:

- (a) conditions made by them when they gave consent; or
- (b) the By-Law under which they gave consent.

24 Records

24.1 General Requirements

In addition to the books and records which the Owners Corporation must maintain under the Management Act, the Owners Corporation must maintain all correspondence, agendas, minutes and other documents relating to:

- (a) the Building Management Committee; and
- (b) the Strata Management Statement.

24.2 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) maintain the records under By-Law 24.1 for at least seven years; and
- (b) make the records available for inspection under section 108 of the Management Act.

25 Enforcement

25.1 Powers of the Owners Corporation

The Owners Corporation may do anything on a Lot that an Owner or Occupier should have done under the Management Act, the Strata Management Statement or the By-Laws but which that Owner or Occupier has not done or in the opinion of the Owners Corporation acting reasonably, has not done properly.

25.2 Entering a Lot

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

25.3 Recovery of money

The Owners Corporation may recover any money owed to it under the By Laws as a debt.

25.4 Management Act

The powers of the Owners Corporation under this By-Law are in addition to those which it has under the Management Act.

26 Facilities Manager

26.1 Agreement

In addition to its powers under the Management Act, the Owners Corporation has the power both as a member of the Building Management Committee and in its own right to appoint and enter into agreements with a Facilities Manager to provide management and operational services for the Building and the Residential Scheme.

26.2 Terms of the agreement

The agreement may have provisions about:

(a) the rights of the parties to the agreement and the Facilities Manager to terminate the agreement early; and

(b) the rights of the Facilities Manager to assign the agreement,

26.3 Remuneration

The remuneration for the Facilities Manager is at the discretion of the Owners Corporation and the parties to the agreement.

26.4 Owners and Occupiers Obligations

An Owner or Occupier must not:

(a) interfere with or stop the Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation or the Building Management Committee; or

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

27. Hunter Water

Hunter Water Corporation

1. In this By-Law the following provisions apply:

Accessible means the unfettered and unencumbered ability of Hunter Water to access the Master meter and the Sub meters for reading and recording purposes.

Automated Meter Reading means the system to be developed by Hunter Water for implementation in the future as another means of reading meters.

Common Property has the same meaning as in the *Strata Schemes Management Act 1996* (NSW).

Hunter Water means Hunter Water Corporation, a public authority within the meaning given to that term in the *Strata Schemes Management Act 1996* (NSW) and a state owned corporation within the meaning given to that term in the *State Owned Corporations Act 1991* (NSW) its successors and assigns.

Hunter Water Design Criteria means the Hunter Water design criteria as varied from time to time.

Lot has the same meaning as in the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Occupier means any person in lawful occupation of the Lot.

Owner means the registered proprietor for the time being of any Lot, their successors and assigns.

Owners Corporation means a corporation constituted under section 11 of the *Strata Schemes Management Act 1996* (NSW).

Sub meter means the sub meter installed for each Lot to record the amount of water used by each Owner or Occupier.

2. All Owners and Occupiers of Lots must:

- a) ensure all water connections (including the water meter assembly) are approved by Hunter Water and are installed in accordance with Hunter Water Design Criteria and ensure that all water connections including the water meter assembly are repaired and maintained at the sole expense of the Owner as required by Hunter Water (acting reasonably) from time to time;
- b) modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;
- c) ensure the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
- d) ensure that the water meter assembly is not installed behind fences or in an enclosed area or confined space;
- e) ensure that the position of the water meter assembly minimises the risk of harm to Hunter Water employees/contractors. This includes the hazards such as pets, overgrown vegetation or any other obstruction in the vicinity of the water meter which would prevent safe access to the meter for reading and maintenance;
- f) pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Water's Customer Contract;
- g) comply with any request by Hunter Water to upgrade the water meter assembly to enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so;

- h) when requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners Corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items;

3. Either the Owners Corporation or Hunter Water may give a notice to the Owner or Occupier of a Lot requiring the Owner or Occupier to comply with the terms of this by-law. If any Owner or Occupier fails to comply with any requirement relating to access to the Lot or any part of the Lot or repair and maintenance of the Hunter Water meter, the meter assembly or any water equipment within a reasonable time after receipt of a notice requiring compliance, the Owners Corporation or Hunter Water may take such steps as may be reasonable to secure such access or to carry out the relevant repair and maintenance at the expense of the Owner or Occupier of the Lot.

Special By Law 1- Internal Courtyards (passed 12 July 2017)

1.1 Items on Internal Courtyards

Subject to the other requirements of this By Law an Owner or Occupier may keep the following items on a Courtyard:

- (a) Pot plants and planter boxes; and
- (b) Occasional furniture; and
- (c) Recreational equipment including bicycles; and
- (d) Other items approved by the Owners Corporation.

1.2 General requirements for Internal Courtyards.

An Owner or Occupier must:

- a) Keep items on the Courtyard clean and in a tidy manner and in good condition and well maintained; and
- b) Ensure that items on the Courtyard are of a high quality and finish and are in keeping with the appearance of the building; and
- c) When watering plants on the Courtyard, take steps to ensure that water does not leave the Courtyard; and
- d) Ensure that any plants or landscaping on the Courtyard is kept neat and tidy and that no landscaping hangs or grows over the edge of the Courtyard; and
- e) Not install or construct additional bayonets or gas outlets on the Courtyard; and
- f) Not hang laundry, bedding or other articles over the courtyard railing; and
- g) Not keep flammable materials or items which are likely to cause damage or injury to any person or property in the Courtyard; and
- h) Not use the Courtyard as a general storage area. Storage for excess goods is provided for each lot in the garage area; and
- i) Not install air conditioning condenser or similar equipment on the courtyard; and
- j) Not use a portable barbeque in the Courtyard area.

1.3 Owners corporation powers

The Owners Corporation may require an Owner or Occupier, at their cost, to remove items from the Balcony that are not Common Property (and to replace those items) to enable the Owners Corporation to:

- a) inspect Common Property;
- b) maintain, repair and replace Common Property;
- c) comply with the obligations of the Owners Corporation under the By-Law of the Strata Management Statement, or any consent or requirement of any Authority or the Management Act.

1.4 Balcony Furniture

An Owner or Occupier does not need consent from the Executive Committee to keep outdoor furniture on the Balcony provided that the outdoor furniture is of a high quality and finish and is otherwise in keeping with the appearance of the Building and complies with any requirements set out in the Strata Management Statement or By-Laws.

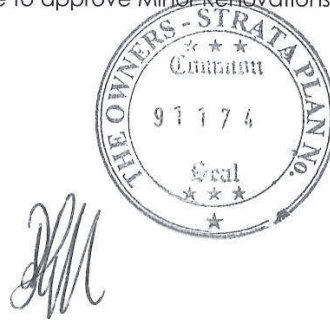
1.5 Removing furniture, pots etc

Each Owner or Occupier must immediately remove furniture and landscaping from a Balcony-if:

- a) they do not comply with their obligations under this By-Law; or
- b) the furniture or landscaping causes (or may cause) damage to another part of the Building.

Special By Law 2 - Minor Renovations (passed 24 June 2024)

The Owners Corporation in accordance with Section 110 of the *Strata Schemes Management Act* delegate authority to the Strata Committee to approve Minor Renovations.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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

Strata Schemes Management Act 2015

Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property
CP/SP91174

(B) **LODGED BY**

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Customer Account Number (IF APPLICABLE) Reference 007690

CODE

CH

- (C) The Owner-Strata Plan No. 91174 certify that a special resolution was passed on 24/6/2024
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 2
Amended by-law No. NOT APPLICABLE
as fully set out below :
Annexure A: Special By-Law 2, as set out at page 25.

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

- (G) The seal of The Owners-Strata Plan No. 91174 was affixed on 11/7/24 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : *

Name :

Authority :

Signature :

Name :



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APPROVED FORM 28

STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

STRATA MANAGEMENT STATEMENT

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

- i. an owners corporation of a strata scheme for part of the building;*
- ii. a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and*
- iii. any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the statement) is vested for the time being, or the mortgagee in possession or lessee of any such part. (Section 28w, Strata Schemes (Freehold Development) Act 1973; Section 57F, Strata Schemes (Leasehold Development) Act 1986.*

PART 1 - INTRODUCTION

1. LIFE @ THROSBY

1.1 Structure

Life @ Throsby is a mixed use development comprising two separate components being:

- (a) the Residential Scheme; and
- (b) the Commercial Scheme.

1.2 Contents of Life @ Throsby

The Residential Scheme comprises one stratum within Life @ Throsby and contains 49 residential units while the Commercial Scheme comprises the other stratum within Life @ Throsby and contains 7 Commercial Lots.

2. STRATA MANAGEMENT STATEMENT

2.1 Contents of Strata Management Statement

This Strata Management Statement contains a number of rules that regulate the management and operation of Life @ Throsby and is a

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necessary requirement under the Strata Act where part of a building is subdivided by one or more strata schemes. The set of rules contained in this Strata Management Statement provide rights and obligations which affect the Owners Corporations and Owners and Occupiers of Lots in Life @ Throsby.

2.2 Effect As Agreement

This Strata Management Statement is given effect under the Strata Act as an agreement under seal between each of the Owners Corporations and all Owners and Occupiers of Lots within Life @ Throsby. This Strata Management Statement contains provisions addressing issues including but not limited to:

- (a) procedures for Meeting of the Committee;
- (b) use and maintenance of parts of Life @ Throsby and Life @ Throsby as a whole;
- (c) procedures for funding and maintaining the Shared Facilities; and
- (d) methods of calculation and apportionment of Shared Costs.

2.3 Who must comply?

The persons who must comply with this Strata Management Statement are:

- (a) the Owner of a Commercial Lot in the Commercial Scheme;
- (b) the Occupier of a Commercial Lot in the Commercial Scheme;
- (c) the Commercial Owners Corporation;
- (d) the Residential Owners Corporation;
- (e) the Owner of a Residential Lot in the Residential Scheme;
- (f) the Occupier of a Residential Lot in the Residential Scheme;
- (g) any other person who is a proprietor, lessee or mortgagee in possession at any time of any Lot in Life @ Throsby.

2.4 Additional Obligations

Any person who must comply with this Strata Management Statement must ensure that any person occupying or using a Lot owned by or controlled by them also complies with the terms of this Strata

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Management Statement and must not do anything to prevent another person from complying with this Strata Management Statement.

PART 2 - DICTIONARY AND INTERPRETATION

3. DICTIONARY

3.1 In this Strata Management Statement, unless the contrary intention appears:

"Administrative Fund" means the fund established by the Building Management Committee pursuant to clause 30.1 to pay day-to-day expenses of operating and maintaining the Shared Facilities as well as administrative and sinking expenses and other costs which are not costs to be met from the Sinking Fund.

"Alternative Representative" means an alternative representative appointed by a Member to represent the Member as a replacement for a Representative or former Alternative Representative.

"Applicant Member" means a Member who submits an Application to the Committee.

"Application" means an application made under clause 55.

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

"Architectural Guidelines" means any architectural guidelines for Life @ Throsby as disclosed in this Strata Management Statement or as approved by the Committee at a Meeting.

"Authority" means any governmental, local governmental, statutory, public or other authority having control or jurisdiction over Life @ Throsby.

"Budget" means the budget for Shared Costs determined pursuant to Clause 28.

"Building" means the structures and improvements comprising Life @ Throsby.

"Business Day" means a day on which banks are open for general business in Newcastle.

"By-Laws" means the strata by laws for the Commercial Scheme and the Residential Scheme.

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"Car Park" means those parts of the Commercial Scheme and the Residential Scheme used primarily for car parking, garbage loading bay and garbage storage and handling.

"Car Space" means:

- (a) all or part of a Commercial Lot or Residential Lot forming a car space; or
- (b) an area of Common Property within the Residential Scheme or the Commercial Scheme designated from time to time as visitor parking or handicapped parking.

"Chairperson" means the chairperson appointed pursuant to Clause 7.1.

"Commercial Lot" means a Lot that is primarily used for commercial office or retail or service or utility purposes and not for residential purposes within the Commercial Scheme.

"Commercial Owners Corporation" means the owners corporation for the Commercial Scheme.

"Committee" means the building management committee for Life @ Throsby formed under Clause 5.1.

"Commercial By-Laws" means the by-laws for the Commercial Scheme from time to time.

"Commercial Scheme" means Strata Scheme No. 91173.

"Common Property" means common property in a Strata Scheme as defined in the Strata Act but does not include Shared Facilities within the Strata Scheme.

"Current Address" means the current address at which a person may be served a notice or communication under this Strata Management Statement.

"Current Fax Number" means the current fax number at which a person may be served a notice or communication under this Strata Management Statement.

"Easements" means all registered easements created and notified on the Strata Plans including easements for personal access, services, service access and vehicular access and other purposes defined in the Strata Act or any other statutory easements for support or shelter as

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defined in the Management Act, the Strata Act and this Strata Management Statement.

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

"Facilities Manager" means a facilities manager appointed in accordance with Clause 11.

"Financial Statements" means the statements to be prepared by the Committee in accordance with Clause 32.

"Financial Year" means the financial year of the Committee determined according to clause 29.

"Fire Safety Services" means all sprinklers, pipes, cables, wires, conduits and other structures, equipment or services installed within the Building for the purposes of fire safety and control.

"Garbage Loading Zone" means the garbage loading zone situated in the Car Park.

"Garbage Storage Area" means the garbage storage area within the Car Park used for collection points for garbage produced in the Commercial Scheme and Residential Scheme.

"Insurances" means all insurances effected under Clause 20 with an Approved Insurer and any other insurance determined by Special Resolution to be insurance.

"Law" means any requirement of any Federal or State legislation, regulation, proclamation, ordinance, by-law or common law.

"LEADR" means LEADR ACN 008 651 232 or another body or organisation providing the same or similar services to that company.

"Life @ Throsby" means all of the Lots within the Commercial Scheme, the Residential Scheme, the Shared Facilities and all common property areas located on the Parcel.

"Lot or Lots" means a lot or lots in either the Commercial Scheme or the Residential Scheme.

"Management Act" means the Strata Schemes Management Act, 1996.

"Meeting(s) and Emergency Meeting(s)" means a meeting or emergency meeting of the Building Management Committee conducted as required by this Strata Management Statement.

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"Member Entitled to Vote" means for the purposes of exercising their right to vote at a Meeting or an Emergency Meeting, a Member who has paid the Building Management Committee:

- (a) all of their Administrative Fund and Sinking Fund contributions up to date; and
- (b) all other money they owe the Committee under this Strata Management Statement

which are due and payable before the Meeting or Emergency Meeting commences.

"Members" are:

- (a) the Commercial Owners Corporation; and
- (b) the Residential Owners Corporation.

"Occupier" means an occupier, lessee or licensee of a Lot in the Commercial Scheme or the Residential Scheme.

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

"Original Owner" means RPF Throsby Pty Limited ACN 146 403 572.

"Outstanding Levy Certificate" means the certificate provided by the Committee pursuant to clause 17.

"Owner" means the owner of a Lot in the Commercial Scheme or the Residential Scheme.

"Parcel" means all the property formerly contained in Lot 1 in Deposited Plan 1195029.

"Private Services" means:

- * all fixtures, furniture, finishings, fittings situated within a Lot including but not limited to wall painting and wallpaper and internal fixed glass, carpet and underlay, light fixtures, hot water systems and plumbing situated wholly within a Lot, bathroom, laundry and kitchen fittings; and
- * 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.

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"Representative" means each natural person appointed as a representative by a Member pursuant to Clause 5.3.

"Residential By-Laws" means the by-laws for the Residential Scheme from time to time.

"Residential Owners Corporation" means the owners corporation for the Residential Scheme.

"Residential Scheme" means the Strata Scheme No. 91174.

"Resolution" means a motion of the Committee in favour of which more than 50% of votes of the Members Entitled to Vote present (by Representatives or Alternative Representatives) and entitled to vote, are cast.

"Restricted Period" means the period commencing from the date that this Strata Management Statement is registered up until the Original Owner is no longer the Owner of a Lot within Life @ Throsby.

"Rules" means rules made by the Committee pursuant to clause 6.4.

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

"Secretary" means the secretary appointed in accordance with Clause 7.1.

"Security Key" means a key, magnetic card or other device or information to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

"Service" means any service whether existing or proposed and any extension to or augmentation thereof or any part of a Service as contemplated in Schedule 1B of the Strata Act as well as lift shafts and plant and equipment, ventilation and air exhaust systems and ducts and stairwell pressurisation systems located within Life @ Throsby.

"Shared Costs" means all expenses in relation to:

- (a) the Shared Facilities;
- (b) amounts payable to the appointed Strata Manager; and
- (c) all other amounts determined by the Committee by a Special Resolution to be Shared Costs.

"Shared Facilities" means:

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- (a) services, facilities, machinery, equipment and other items used by both Members;
- (b) costs for items like the Strata Manager, the Facilities Manager and premiums for insurances effected by the Committee; and
- (c) other facilities and services nominated by or according to this Strata Management Statement as Shared Facilities.

Shared Facilities include the items in clause 38.1 and Schedule 1.

"Sinking Fund" means the fund established by the Committee pursuant to Clause 30.2 to pay for renewal and replacement of the Shared Facilities.

"Special Resolution" is a motion of the Committee against which no more than 25% of the votes of Members Entitled to Vote present (by Representatives or Alternative Representatives) and entitled to vote, are cast.

"Strata Act" means the Strata Schemes (Freehold Development) Act, 1973.

"Strata Manager" is the strata managing agent from time to time appointed by the Committee under Clause 10.

"Strata Management Statement" means this strata management statement as varied from time to time including all attachments and Schedules.

"Strata Plan" means the one or more strata plans of subdivision establishing the Commercial Scheme and the Residential Scheme.

"Strata Scheme" means the Commercial Scheme and the Residential Scheme.

"Treasurer" means the treasurer appointed in accordance with Clause 8.3.

"Works" means:

- (a) all building and landscaping works that affect the exterior appearance of Life @ Throsby;
- (b) installation of signage on the exterior and within Common Property and on Shared Facilities of Life @ Throsby;

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- (c) all building works that may affect the structural integrity of another strata scheme;
- (d) any building works that affect the Shared Facilities;
- (e) provision of or variation to any Service to or within Life @ Throsby;
- (f) the repair, renewal, modification or replacement of a Shared Facility; or
- (g) acquisition of or installation of a new Shared Facility.

4. INTERPRETATION

Unless the context otherwise requires:

- 4.1 headings do not affect the interpretation of this Strata Management Statement;
- 4.2 words importing the singular include the plural and vice versa;
- 4.3 words importing a gender include any gender;
- 4.4 a reference to a person includes any natural person, corporation or other body corporate or governmental body and vice versa;
- 4.5 references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;
- 4.6 a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;
- 4.7 references to months and years means calendar months and calendar years;
- 4.8 where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- 4.9 if the day on which any act, matter or thing is to be done is not a Business Day, that act, matter or thing may be done on the next Business Day;
- 4.10 a person includes their executors, administrators, successors, substitutes and assigns;

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- 4.11 a thing includes the whole or each part of it; and
- 4.12 "GST", "Input Tax Credit", "Supply", "Supplies", "Taxable Supply" and "Tax Invoice" have the same meanings in this Strata Management Statement as in A New Tax System (Goods and Services Tax) Act, 1999.

PART 3 - FUNCTIONS, RIGHTS AND OBLIGATIONS OF THE COMMITTEE

5. COMMITTEE

5.1 Establishment

Within three months after this Strata Management Statement is registered the Members must establish the Committee. The Members must always have a Committee.

5.2 Members

The Members of the Committee are:

- (a) the Commercial Owners Corporation; and
- (b) the Residential Owners Corporation.

5.3 Appointment of Representatives

Within three months after this Strata Management Statement is registered each Member must appoint two Representatives to represent it and vote on its behalf at Meetings.

5.4 New or Alternative Representatives

Each Member may from time to time appoint one or more Representatives or Alternative Representatives. The appointment of previous Representatives or previous Alternative Representatives will be terminated when the Committee receives written notice of the new appointment.

5.5 Notice of Representatives' Details

A Member must give the Committee and the other Members notice when it appoints a Representative or Alternative Representative. The written notice to the Committee and to the other Members must include the Current Address, Current Fax Number, email address and telephone numbers of the Representative or Alternative Representative.

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5.6 Actions on behalf of Member

Any action taken by a Representative or Alternative Representative on behalf of a Member at a Meeting will have the same effect as though the Member did it.

6. POWERS AND FUNCTIONS OF THE COMMITTEE

6.1 Committee Functions

In addition to any other functions and powers set out elsewhere in this Strata Management Statement or provided by Law and the specific powers and obligations of the Officers the functions of the Committee are to:

- (a) make decisions about the matters in this Strata Management Statement;
- (b) convene and hold Meetings and Emergency Meetings;
- (c) consider proposals submitted to the Committee by any Member;
- (d) determine, levy and recover Member contributions to the Administrative Fund and the Sinking Fund and make payments from those funds;
- (e) establish and maintain appropriate books and records in respect of Members' contributions to and payments made from the Administrative Fund and the Sinking Fund;
- (f) operate, maintain, renew and replace the Shared Facilities (subject to Part 7 of this Strata Management Statement);
- (g) subject to the requirements of the Management Act determine any matter which the Members by Resolution resolve should be considered by the Committee;
- (h) appoint and enter into contracts with persons to provide operational, management, maintenance, renewal and replacement services in respect of the Shared Facilities;
- (i) modify or add to the Shared Facilities;
- (j) monitor and control use of the Shared Facilities;

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- (k) modify or add to or delete any Architectural Guidelines for Life @ Throsby;
- (l) effect Insurances according to the Management Act and this Strata Management Statement;
- (m) appoint and contract with and monitor the performance of the Strata Manager;
- (n) appoint and contract with and monitor the performance of a Facilities Manager;
- (o) monitor the performance of the Members, Owners and Occupiers under the Management Act and this Strata Management Statement; and
- (p) comply with the Management Act, the Strata Act and this Strata Management Statement.

6.2 External Contractors

The Committee may:

- (a) appoint advisors and consultants to assist the Committee in performance of its functions; and
- (b) enter into contracts or other arrangements with persons to assist the Committee to carry out its functions.

6.3 Agents

The Committee may appoint persons, such as the Facilities Manager, to act as its agent to enter into contracts or other arrangements on its behalf.

6.4 Rules

The Committee may make Rules to assist in the management and control of Life @ Throsby. Any Rules made by the Committee must not be inconsistent with this Strata Management Statement, any Law or any requirement or consent issued by any Authority.

7. OFFICERS OF THE COMMITTEE

7.1 Committee Officers

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

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7.2 Eligibility as Officers

An Officer must be:

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

7.3 Initial Appointments

The initial Officers of the Committee must be appointed within one month after the establishment of the Committee.

7.4 Roles and Compliance

A Representative, Alternative Representative or the Strata Manager may be appointed to one or more of the offices of Chairperson, Secretary or Treasurer. Each Officer must perform their functions according to the Management Act, the Strata Act, terms of this Strata Management Statement and directions of the Committee.

7.5 Replacement Officers and Vacant Positions

The Committee must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer and the Committee may appoint new officers at any time.

An Officer will be deemed to have vacated their position if:

- (a) the Committee dismisses them;
- (b) the Committee appoints a replacement Officer to fill their position as an Officer;
- (c) they for any reason cease to be a Representative, Alternative Representative or Strata Manager; or
- (d) they resign from their position as an officer of the Committee.

8. FUNCTIONS OF OFFICERS

8.1 Chairperson

The Chairperson is to preside at each Meeting and Emergency Meeting at which they are present. If the Chairperson is not in attendance at a Meeting or an Emergency Meeting the Committee may appoint another

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Representative, Alternative Representative or the Strata Manager to preside as chairperson at that meeting only.

8.2 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 Committee;
- (e) answer communications sent to the Committee;
- (f) perform administrative and secretarial functions for the Committee;
- (g) keep records (other than records which the Treasurer must keep) for the Committee according to this Management Statement and the Act;
- (h) provide access to the books and records of the Committee as required by clause 9;
- (i) forward copies of the records prepared under clause 8.2(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).

8.3 The Treasurer

The functions of the Treasurer are to:

- (a) prepare the Budgets and the financial statements for the Administrative Fund and the Sinking Fund;
- (b) prepare (or arrange for the preparation of) financial statements for the Committee;
- (c) prepare (or arrange for the preparation of) audit reports;
- (d) send notices of the Administrative Fund and the Sinking Fund contributions to Members;

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- (e) collect contributions from Members;
- (f) receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (g) keep accounting records for the Committee.

9. BOOKS AND RECORDS

9.1 Obligations of the Committee

The Committee must keep books and records relating to the operation, management and administration of Life @ Throsby and the Shared Facilities in accordance with this Clause 9 and the Management Act.

9.2 Nature of Records Kept

The Committee must keep the following records:

- (a) up to date copies of this Strata Management Statement and the Architectural Guidelines (if any);
- (b) agreements between the Committee and the Facilities Manager, the Strata Manager and any third party service providers, contractors, tradespersons or other persons in relation to the Shared Facilities;
- (c) a current record of names, addresses and other details in respect of each Member, Representative and Alternative Representative;
- (d) complete copies of all notices and minutes of Meetings and Emergency Meetings;
- (e) voting papers for each Meeting and Emergency Meeting;
- (f) full financial statements, audit reports and budgets;
- (g) complete copies of all notices served on the Committee;
- (h) complete copies of all correspondence sent to and sent by the Committee;
- (i) records of all Insurances effected by the Committee; and
- (j) other records relating to the operation, maintenance and administration of the Shared Facilities and Life @ Throsby by the Committee.

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9.3 Retention of Records

The Committee must keep copies of its records for at least seven years from the date of the relevant record.

9.4 Inspection of Books and Records

A Member, Owner or Occupier or a person authorised in writing by any of them may inspect the books and records of the Committee provided that they comply with the procedures set out in clause 9.5.

9.5 Procedure for Inspection

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

- (a) the applicant must apply in writing to the Secretary;
- (b) the applicant must pay the Committee an inspection fee of \$20.00 for the first hour of the inspection and \$10.00 for each half hour after that (or such other amount as the Management Act provides);
- (c) within 10 Business Days after receipt of a written application and payment of the inspection fee by the applicant the Secretary must allow the applicant to inspect the Committee's books and records; and
- (d) the applicant may not remove the books and records of the Committee unless the Secretary agrees and may only copy extracts from the books and records at its own expense.

10. APPOINTMENT OF STRATA MANAGER

10.1 Purpose

The Committee may appoint a Strata Manager to coordinate the Committee's functions in particular to assist it in performance of its secretarial and financial functions.

10.2 Delegation

Subject to any restriction imposed by this Clause 10, the Committee may delegate all or part of its functions and the functions of its Officers to the Strata Manager.

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10.3 Restrictions on Delegation

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

- (a) functions which the Committee decides by Special Resolution may only be performed by the Committee;
- (b) functions which the Committee may only exercise by Special Resolution;
- (c) determination and levying Administrative Fund and Sinking Fund contributions on Members;

10.4 Modes of Appointment and Termination of Strata Manager

The appointment and termination of the appointment of the Strata Manager under this clause 10 may be effected by a Resolution of the Committee and will be subject to any requirements of the Management Act.

10.5 Qualifications

The Strata Manager must have and must maintain during the term of its appointment the licences required by Law in New South Wales to be a strata managing agent.

10.6 Agreement between the Strata Manager and the Committee

The agreement between the Committee and the Strata Manager must:

- (a) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee delegates to the Strata Manager;
- (b) be for an initial term not exceeding 4 years with the term of any new agreement being for a period reasonably determined by the Committee; and
- (c) have provisions providing for rights of the Committee and the Strata Manager to terminate the agreement if the other party does not perform their obligations under the agreement.

10.7 Strata Manager's Duties

Subject to any other restrictions imposed under this Strata Management Statement, the duties of the Strata Manager under an agreement with the Committee may include, without limitation:

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- (a) performing the functions of any Officer; and
- (b) doing anything else that the Committee agrees by way of Resolution is necessary for the operation and management of Life @ Throsby.

11. APPOINTMENT OF FACILITIES MANAGER

11.1 Purpose

The Committee may subject to any requirements of the Management Act, appoint a Facilities Manager to monitor and supervise the operation of the Building including the maintenance, repair, operation and replacement of the Shared Facilities.

11.2 Agreement between Facilities Manager and the Committee

The agreement between the Facilities Manager and the Committee must:

- (a) be in writing and be executed by both Members and the Facilities Manager;
- (b) have provisions providing for rights of the Committee and the Facilities Manager to terminate the agreement if the other party does not perform their obligations under the agreement.

11.3 Term of Agreement

The term of any new agreement entered into between the Committee and the Facilities Manager may be for a period determined by the Committee.

11.4 Facilities Manager Fee

The fee to be paid to the Facilities Manager under any agreement with the Committee may be the amount determined by the Committee (acting reasonably).

12. COMMITTEE EMERGENCY POWERS

12.1 Actions in an Emergency

In an Emergency the Committee may do anything in Life @ Throsby which either Member should have done under this Strata Management Statement which in the reasonable opinion of the Committee that Member has not done or has not done properly.

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12.2 No Liability for Damages

The Committee will not be liable for any damages arising out of exercising rights under this clause (other than damages arising as a result of any wilful misconduct).

12.3 Right of Entry

In exercising its rights under this clause 12 the Committee may enter any part of Life @ Throsby and remain there for as long as necessary and do what is required to address the Emergency provided that any action taken by the Committee under this clause may not unreasonably interfere with the lawful use of a Member, Owner or Occupant of their part of Life @ Throsby.

12.4 Costs of Emergency Action

If the Committee takes action under this clause the Member or Members affected by those actions must pay a reasonable share of the costs of taking the action. The Committee must give the Members information which they reasonably require about the costs it has incurred in exercising its rights under this clause.

12.5 References to Committee in this clause

In this clause 12 references to the Committee includes a reference to persons authorised by the Committee.

13 ARCHITECTURAL GUIDELINES

13.1 Purpose

Any Architectural Guidelines adopted for Life @ Throsby help to preserve the architecture integrity of Life @ Throsby. The Architectural Guidelines:

- (a) will not bind the Original Owner; and
- (b) may be modified or replaced by the Original Owner from time to time at any time during the Restricted Period.

If the Original Owner at any time modifies or replaces the Architectural Guidelines it shall do so at its own expense including, without limitation, all registration fees.

13.2 Compliance

Subject to this Strata Management Statement all Members, Owners and Occupiers must comply with the Architectural Guidelines and obtain

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necessary consents from the Committee as required by the Architectural Guidelines.

13.3 Amendment of Architectural Guidelines

In addition to the rights retained by the Original Owner under clause 13.1 the Committee may amend, add to or repeal parts of the Architectural Guidelines only by Special Resolution.

13.4 No need for consent for Internal work or Private Services

Notwithstanding any other provision of this clause 13 any Member, Owner or Occupier may carry out refurbishment, fit out or modification to the interior of a Lot or to a Private Service without obtaining consent from the Committee if:

- (a) such works do not in any way affect the Shared Facilities, structural or common property walls, ceilings, floors, services, fire services or acoustically treated services; and
- (b) such works are not visible from outside the relevant Lot.

14 SIGNAGE

14.1 Naming Rights and Signage

Naming rights in respect of all or part of Life @ Throsby (including without limitation in respect of any external or internal walls, any Shared Facilities or any Common Property) are the sole property of the Original Owner during the Restricted Period and may only be granted to any Owner, Occupier, Member or any other person either before the date of registration of the Strata Plans or at any time during the Restricted Period by the Original Owner.

14.2 Compliance with DCP

If a Member, Owner or Occupier has been granted naming rights or wishes to erect or display a sign, all signage must be designed, constructed and maintained in accordance with the requirements of the relevant Newcastle City Council development control plan ("DCP") or any instrument or policy issued which amends or replaces all or part of the DCP.

14.3 Restricted Period Requirements

During the Restricted Period a Member, Owner or Occupier must not erect or display a sign on the exterior of Life @ Throsby or on Common Property (including exterior walls and windows of any Lot) unless:

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- (a) the sign and its mode of construction and installation has been approved by the Committee (in the case of a sign intended to be erected on or displayed on the exterior of Life @ Throsby or on any Shared Facility), the relevant Member (in the case of a sign intended to be erected or displayed by any person other than the relevant Member on Common Property) and the Original Owner (if the sign is intended to be erected or displayed during the Restricted Period); and
- (b) all necessary consents have been obtained from all relevant Authorities.

14.4 By-Law Requirements

During the Restricted Period the terms of this clause 14 will operate in priority to any conflicting provision in either the Commercial By-Laws or the Residential By-Laws.

15 COMMITTEE POWERS TO ACT ON BEHALF OF MEMBERS

15.1 Committee as Agent

The Committee or a person appointed by the Committee may act as agent for either of or both the Members and take legal proceedings about:

- (a) any failure by a Member to pay contributions to the Administrative Fund or Sinking Fund;
- (b) any failure by a Member to comply with its obligations under this Strata Management Statement; and
- (c) the failure of an Owner or Occupier to comply with their obligations under this Strata Management Statement.

15.2 Committee as agent and an attorney

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take action pursuant to this clause if authorised to do so by a Resolution.

15.3 Other Proceedings

Nothing in this clause prevents a Member from taking legal proceedings in its own name.

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16. CONSENTS BY COMMITTEE

16.1 Method of Giving Consent

The Committee may give consent only at a Meeting or in Emergency Meeting. Unless expressly provided otherwise in this Strata Management Statement the Committee may give consents under this Strata Management Statement by Resolution.

16.2 Conditional Consents

The Committee may grant consent subject to conditions.

16.3 Revocation of Consents

A consent given by the Committee may be revoked if:

- (a) any condition attaching to the consent is not complied with by the person to whom the consent is granted; or
- (b) the person to whom the consent has been granted does not comply with the provision of this Strata Management Statement pursuant to which the consent is granted.

16.4 No liability of the Committee

Neither the Committee, nor any member of the Committee, is liable to any Member, Owner or Occupier for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this Part unless due to the wilful misconduct of the Committee or their duly authorised representative.

16.5 Indemnity

Any Member seeking consent must indemnify the Committee, any agent, employee or contractor of the Committee against all losses, claims, demands and expenses that the Committee, or any agent, employee or contractor of the Committee sustains or incurs due to the applicant Member's non-compliance with this clause.

17 OUTSTANDING LEVY CERTIFICATES

17.1 Applicants

Members, persons authorised in writing by a Member, a Lot Owner or Occupier or any person authorised in writing by a Lot Owner or Occupier may apply for an Outstanding Levy Certificate.

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17.2 Application Procedure

To obtain an Outstanding Levy Certificate the applicant must apply in writing to the Treasurer and the application must be accompanied by a fee payable to the Committee equivalent to the fee payable for a certificate pursuant to Section 109 of the Management Act and associated regulations as amended from time to time (or such other amount as is prescribed under the Management Act for a certificate under the Management Act).

17.3 Information to be included in a Certificate

In providing an Outstanding Levy Certificate the Treasurer must include the following information in relation to the Member specified in the application:

- (a) the amount of the regular periodic Administrative Fund contribution and the periods for which the contributions are payable;
- (b) the amount of the regular periodic Sinking Fund contributions and the periods for which the contributions are payable;
- (c) details of any unpaid Administrative Fund or Sinking Fund contributions;
- (d) any amount recoverable from the Member for work carried out by the Committee pursuant to the terms of this Strata Management Statement;
- (e) any amount and rate of interest payable to the Committee under this Strata Management Statement; and
- (f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

17.4 Period for Provision of Certificate

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

17.5 Certificate as Evidence

An Outstanding Levy Fee will be conclusive evidence (in the absence of patent error in its contents) as at the date of the certificate, of the matters stated in it in favour of a person taking an interest in Life @ Throsby.

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18 CONTACT DETAILS AND SERVICE OF NOTICES

18.1 Provision of Details

Each Member must provide the Committee with the following details:

- (a) the Member's Current Address and the Current Addresses of the Member's Representatives and Alternative Representatives;
- (b) the Member's Current Fax Number and the Current Fax Number of its Representatives and Alternative Representatives;
- (c) the Member's current email address and the current email addresses for its Representatives and Alternative Representatives;
- (d) for Members, the current name, Current Address, telephone number, Current Fax Number and email address of any strata managing agent appointed by the Member.

18.2 Change of Details

Each Member must ensure that any change in any of the details referred to in clause 18.1 is notified in writing to the Committee within 5 Business Days after the relevant change.

18.3 Form of Notices

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

- (a) must be in writing; and
- (b) must be left at the Current Address of the addressee, or sent by pre-paid ordinary post to the Current Address of the addressee or by facsimile to the Current Fax Number of the addressee notified by the addressee to the other Members and the Committee in accordance with this clause and clause 5.5.

18.4 Effective date of notices

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

18.5 Deemed receipt

The notice, letter or facsimile is taken to be received:

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- (a) if correctly addressed and posted, on the third day after posting;
- (b) if delivered to the recipient's Current 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 recipient's Current Fax Number 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.

19 SUBMISSION OF PROPOSALS TO COMMITTEE

19.1 Who may put proposals

Any Member or the Strata Manager may submit to the Committee proposals in respect of one or more of the following:

- (a) the carrying out of any Works;
- (b) amendment to this Strata Management Statement;
- (c) entry into, variation, modification or termination of any insurance policy, maintenance agreement or other agreement;
- (d) apportionment of the Shared Costs between Members;
- (e) consideration or modification of any other matter referred to in this Strata Management Statement.

19.2 Special Resolutions Required

Proposals submitted to the Committee under clause 19.1 will require a Special Resolution for determination.

19.3 Form of Proposals

Proposals submitted to the Committee under clause 19.1 must be in writing and submitted to the Secretary who must then submit copies to each Representative or Alternative Representative of the Committee.

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20 INSURANCES

20.1 Statutory Insurance

The Committee must effect building Insurances for Life @ Throsby in accordance with the Strata Act or the Management Act (whichever is applicable).

20.2 Further Insurances

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

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
- (b) effect office bearers liability insurance for its Officers;
- (c) effect workers compensation insurance if required by Law; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

20.3 Valuations

The Committee must have Life @ Throsby valued for insurance purposes at least every five years. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of five years experience; and
- (b) experience in valuing for insurance purposes buildings like Life @ Throsby.

The Committee must have the first valuation carried out within six months after this Strata Management Statement is registered.

20.4 Building sum insured

The Committee must insure Life @ Throsby for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).

20.5 Regular review of Insurances

Each year the Committee must:

- (a) review its current insurance policies;

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

The Secretary must include a motion on the agenda for a Meeting to determine these matters.

20.6 Insuring for new risks

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

20.7 Insurance records

The Committee must:

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

PART 5 – MEETINGS OF THE COMMITTEE

21 MEETINGS

21.1 Types of Meetings

The Committee may have two types of meetings. They are:

- (a) Meetings; and
- (b) Emergency Meetings.

21.2 Meetings

The Committee must convene a meeting if:

- (a) the Committee resolves to hold the Meeting;
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager);

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- (c) any Member makes a written request to the Committee to convene a Meeting;
- (d) it is necessary to appoint a replacement Officer; or
- (e) at least every six months.

21.3 Emergency meetings

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

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

21.4 Who convenes meetings?

A Meeting or an Emergency Meeting may be convened by:

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

22 NOTICES AND AGENDAS FOR MEETINGS

22.1 Information to be included in the notice

Subject to this clause, if a Meeting or an Emergency Meeting is convened the person convening the Meeting must give each Member and the Strata Manager a notice of the Meeting which includes:

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

22.2 Agenda for a meeting

The agenda for a Meeting must:

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- (a) include details of all business which the Committee will deal with at the Meeting. The Committee cannot deal with business that is not on the agenda;
- (b) clearly identify which motions require Resolutions or Special Resolutions;
- (c) include motions which Members have requested the Committee in writing to include on the agenda for the next Meeting;
- (d) be accompanied by a copy of the minutes of the last Meeting; and
- (e) include a motion to adopt the minutes of the last Meeting.

22.3 Agenda for an Emergency Meeting

The agenda for an Emergency Meeting must:

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

22.4 Information to be included in the notice of a meeting to consider Levy Contributions

If a Meeting is to be convened to determine Administrative Fund contributions or Sinking Fund contributions, the person convening the Meeting must include with the notice of the Meeting:

- (a) the budget prepared by the Committee according to clause 28;
- (b) the current audit report prepared by the Committee according to clause 32; and
- (c) the current audited financial statement prepared by the Committee according to clause 32.

23 MEETINGS PROCEDURES

23.1 Conducting Meetings

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

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23.2 Quorum for a meeting

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

23.3 Failure to obtain a quorum

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

23.4 Notice of adjourned meetings

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

23.5 Quorums at adjourned meetings

A quorum at an adjourned Meeting or Emergency Meeting is:

- (a) one Representatives or Alternative Representatives of at least two Members; or
- (b) the Representatives or Alternative Representatives present at the adjourned Meeting or Emergency Meeting within 30 minutes after the meeting is due to commence.

23.6 Attendance at a meeting

An Owner or Occupier may attend a Meeting. They may only address the Meeting with the consent of the Committee.

23.7 Special provisions for meetings held in writing

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

- (a) the person who convenes the Meeting serves notice of the Meeting according to this Strata Management Statement;
- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and

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- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

23.8 How to cast a vote at an Emergency Meeting

A Member may cast a vote at an Emergency Meeting:

- (a) by telephone to the telephone number of the person who convened the Emergency Meeting;
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by post or facsimile to the Current Address or Current Fax Number of the person who convened the Emergency Meeting.

23.9 Minutes of meetings

A person who convenes a Meeting or an Emergency Meeting must distribute Minutes of the meeting to each Member within 10 Business Days after the Meeting.

24 NOTICES OF MEETING

24.1 Notice required for a Meeting?

A person convening a Meeting must give each Member at least 10 Business Days notice of a Meeting. A copy of the notice convening the Meeting must also be given to the Strata Manager.

24.2 Service of Notice of a Meeting

Notice of the Meeting must be served on each Member by sending it to:

- (a) the Current Address of the Member;
- (b) the Current Fax Number of the Member; or
- (c) a combination of the above methods.

24.3 Notice of an Emergency Meeting

If a person convenes an Emergency Meeting, they may:

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

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

24.4 Service of notices for Emergency Meetings

If a person convenes an Emergency Meeting, they must serve notice of the Emergency Meeting:

- (a) personally to the Representative of the Member;
- (b) by sending it to the Current Fax Number of the Member;
- (c) contacting the Representative of the Member on their Current Telephone Number and reading them the notice for the Emergency Meeting; or
- (d) a combination of the above methods.

25 RESOLUTIONS AT MEETINGS AND EMERGENCY MEETINGS

25.1 Resolutions

Resolutions may be passed in relation to a number of administrative and other matters which do not affect Shared Facilities.

25.2 Who may vote on a matter requiring a Resolution?

Members are entitled to vote on a Resolution if they are a Member Entitled to Vote.

25.3 Matters decided by Resolution

The matters which the Committee may determine by Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager;
- (b) appointing or terminating the appointment of a Facilities Manager;
- (c) appointing or terminating the appointment of a Service Provider (or the agent of the Committee);
- (d) effecting insurances;
- (e) establishing the Administrative Fund and determining contributions for that fund; and

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- (f) establishing the Sinking Fund and determining contributions for that fund.

26 VOTING RIGHTS OF MEMBERS ENTITLED TO VOTE

26.1 Voting rights of members

A Member is entitled to vote at Meetings and Emergency Meetings only if they are a Member Entitled to Vote. A vote may be cast by:

- (a) the Member (if the Member is a natural person); or
- (b) the Member's Representative or Alternative Representative.

26.2 Numbers of Votes

The aggregate number of votes is 4. At all Meetings of the Committee a Member is entitled through its Representative or Alternative Representative to exercise the following votes:

- (a) Residential Scheme – 2 votes;
- (b) Commercial Scheme – 2 votes.

26.3 Types of resolutions

The two types of resolutions at Meetings are Resolutions and Special Resolutions. Emergency Meetings may only deal with matters which require a Resolution.

26.4 Instructions by a Member to Representatives and Alternative Representatives

A Representative or Alternative Representative for a Member Entitled to Vote must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them.

26.5 Voting Restrictions

At Meetings or Emergency Meetings:

- (a) the Chairperson does not have a casting vote;
- (b) the Strata Manager does not have a vote unless they are a Representative or Alternative Representative;
- (c) the Facilities Manager does not have a vote unless they are a Representative or an Alternative Representative; and

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- (d) a Member may only vote on a motion regarding a Shared Facility if:
 - (i) the Member contributes towards the cost of the Shared Facility according to Schedule 2 or
 - (ii) the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

27 SPECIAL RESOLUTIONS AT MEETINGS

27.1 Purpose of special resolutions

Subject to this clause and the other provisions of this Strata Management Statement, Special Resolutions generally relate to dealings with Shared Facilities.

27.2 Who may vote on a Special Resolution?

A Member will only be entitled to vote on a Special Resolution if the Member is a Member Entitled to Vote.

27.3 Matters to be decided by Special Resolution

The matters which the Committee may determine only by Special Resolution are:

- (a) amending, adding to or repealing all or part of this Strata Management Statement;
- (b) repaying surplus Administrative Fund or Sinking Fund contributions according to clause 36;
- (c) adding to, extending or removing a Shared Facility according to clause 40;
- (d) amending, adding to or repealing a clause about the division of costs for Shared Facilities according to clause 39; and
- (e) supplying Services according to clause 47.

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PART 6 – FINANCIAL MANAGEMENT

28 BUDGET

28.1 Preparation of Budgets

The Committee must prepare an Administrative Fund budget and a Sinking Fund budget for each Financial Year.

28.2 Contents of a Budget?

A Budget must show:

- (a) how much money the Committee will need during the Financial Year for its Administrative Fund and Sinking Fund;
- (b) income the Committee knows it will receive in the Financial Year;
- (c) the proportion which each Member must contribute to each Shared Facility for the Financial Year; and
- (d) the amount of the proportion which each Member must contribute to each Shared Facility for the Financial Year.

28.3 Budgeted Amounts

The Committee must budget enough money to comply with its obligations under this Strata Management Statement, the Strata Act and the Management Act (if applicable).

29 FINANCIAL YEAR

29.1 Initial Financial Year

The initial Financial Year of the Committee will commence on the date of registration of this Strata Management Statement and end on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this Strata Management Statement).

29.2 Subsequent Financial Years

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

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30 FUNDS

30.1 Administrative Fund

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

30.2 Sinking Fund

The Committee must establish a Sinking Fund within one month after the Committee is first appointed. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

31 DETERMINATION OF CONTRIBUTIONS

31.1 Members' Levies

The Committee must levy Members for the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year.

31.2 Proportion of Costs to be Paid

The proportion of Administrative Fund and Sinking Fund contributions Members must pay are in Schedule 2.

31.3 Determining Contributions

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

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

31.4 Amounts of Contributions

Subject to clause 31.6 about determining contributions at an Emergency Meeting, the Committee may determine contributions by Resolution. The amount of contributions:

- (a) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund under clause 28.2; and

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- (b) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund under clause 28.2.

31.5 Insufficient funds

Subject to clause 31.6 about contributions determined at an Emergency Meeting, the Committee must determine:

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

Before the Committee determines an additional contribution, it must prepare and adopt a budget for the period covered by the additional contribution. The budget must contain the information required in clause 28.2. The Committee may approve the budget by Resolution.

31.6 Determining contributions at an emergency meeting

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

32 FINANCIAL STATEMENTS

32.1 Committee Obligations to Prepare

After the end of each Financial Year, the Committee must:

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

32.2 Information to be Included

A Financial Statement for each of the Administrative Fund and the Sinking Fund must include:

- (a) a statement of income and expenditure during the Financial Year;
- (b) the balance carried forward from the Financial Year;

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

33 PAYMENT OF CONTRIBUTIONS

33.1 Contributions Notices

Other than in the case of an Emergency, the Committee must give a Member at least 20 Business Days notice before an Administrative Fund or Sinking Fund contributions is due. The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:

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

33.2 Emergency Funds

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

34 BANK ACCOUNT AND INTEREST

34.1 Bank Account

The Committee must:

- (a) establish and maintain a bank or building society account or accounts in the names of the Members; and

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- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

34.2 Withdrawals

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

34.3 Trust account

Subject to clause 34.4, if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in one or more trust accounts established under the Property Stock and Business Agents Act 2002 (NSW) or any legislation introduced in replacement or substitution for that Act.

34.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may:

- (a) credit to it one of the accounts of the Committee; or
- (b) pay it to the Members according to clause 36.

35 INTEREST ON LATE PAYMENTS

35.1 Interest

Members must:

- (a) pay the Committee interest on any amount the Member owes to the Committee under this Strata Management Statement but does not pay on time; and
- (b) pay interest from (and including) the date 20 Business Days after the date on which the payment was due until the date it was paid.

35.2 Calculating interest

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

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35.3 Certificate about interest rates

A certificate about interest rates given to a Member by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 35.2.

35.4 Recovering unpaid contributions

The Committee may recover unpaid contributions and other money owed to it (including interest and cost of recovery) under this Strata Management Statement as a debt.

36 SURPLUS FUNDS

36.1 Distribution

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may distribute it between the Members in shares decided by the Committee according to this clause.

36.2 Determination

When deciding the shares for the distribution of surplus money according to this clause, the Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

36.3 Special resolution

The Committee may decide to distribute surplus funds under this clause only by Special Resolution.

37 DISPUTED CONTRIBUTIONS

37.1 Payment obligations

A Member will not be excused from paying Administrative Fund contributions, Sinking Fund contributions or other amounts owed to the Committee under this Strata Management Statement because the Member has a dispute or a disagreement with the Committee (eg a dispute about the amount of a payment).

37.2 Continuing payments

If a Member has a dispute or disagreement with the Committee about the amount of a contribution or other amount the Member must pay, the Member must continue to pay their contributions at the rate determined according to this Strata Management Statement. After the dispute is

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resolved, the Member and the Committee must pay each other any necessary adjustments.

37.3 Member's rights are not affected

A Member's rights against the Committee are not affected if the Member continues to pay Administrative Fund and Sinking Fund contributions according to clause 37.2.

PART 7 – SHARED FACILITIES

38 NATURE OF SHARED FACILITIES

38.1 What are the Shared Facilities

Subject to the description of each Shared Facility in Schedule 1, Shared Facilities and costs for Shared Facilities include:

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

38.2 Rights and obligations of the Committee

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

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38.3 Who may use Shared Facilities?

This Strata 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 Strata Management Statement.

38.4 Apportionment of costs for Shared Facilities

The proportion of costs for Shared Facilities which each Member must contribute is set out in Schedule 2. Where any cost is incurred in respect of a Shared Facility and there is no apportionment for that cost set out in Schedule 2, the Committee may determine the apportionment by Special Resolution.

38.5 Charging Costs for Shared Facilities

The Committee must charge Members for Shared Facilities according to Schedule 2 or, if applicable, as determined in accordance with clause 38.4.

38.6 Members to pay for Shared Facilities

Members must pay their proportion of the costs for Shared Facilities according to Schedule 2 or according to a determination made by a Special Resolution of the Committee if there is no provision in Schedule 2 for a particular cost for Shared Facilities.

39 CHANGING THE COSTS FOR SHARED FACILITIES

39.1 Committee Powers

Subject to this clause, the Committee may, by Special Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in Schedule 2.

39.2 Reasons

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

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

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39.3 Pre-Conditions to Exercise of Power

Before the Committee may change the cost, adds new costs or adjusts the division of costs for Shared Facilities, at least one of the following must occur:

- (a) the Committee has resolved to deal with the Shared Facility under clause 39.1;
- (b) Life @ Throsby, or one or more of the Strata Schemes changes;
- (c) the Committee identifies new Shared Facilities;
- (d) the use of Shared Facilities changes;
- (e) Shared Facilities are repaired, modified or replaced; or
- (f) anything else happens which affects the costs of Shared Facilities.

39.4 Members Obligations

Members must agree to amend Schedule 1 and Schedule 2 to reflect anything the Committee resolves to do under this clause.

40 MODIFYING SHARED FACILITIES

40.1 Committee Powers

The Committee may, by Special Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities;
- (b) create new Shared Facilities;
- (c) change existing Shared Facilities;
- (d) change the use of existing Shared Facilities;
- (e) modify or replace existing Shared Facilities;
- (f) extend Shared Facilities; or
- (g) determine a charge for a Shared Facility where Schedule 2 does not make provision for a charge.

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40.2 Members Obligations

Members must agree to amend Schedule 1 and Schedule 2 to reflect anything the Committee resolves to do under this clause.

41 DAMAGE TO SHARED FACILITIES

Members, Owners and Occupiers must:

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

42 RESTRICTING ACCESS TO SHARED FACILITIES

Subject to this Strata Management Statement, the Committee may restrict access to Shared Facilities.

43 APPROVED CONTRACTORS

43.1 Obligations of the committee

The Committee must:

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

The Committee may make a decision to approve a contractor or consultant in its absolute discretion.

43.2 Obligation to Use Approved Contractors

Members must use approved contractors for all work described in this clause.

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44 SECURITY DEVICES

44.1 Security Devices

The Members, Owners and Occupiers acknowledge that the Committee or the Facilities Manager may install boom gates or other security devices in the Car Park and other areas in the Building to regulate access to and from Life @ Throsby and that those boom gates or other security devices will be Shared Facilities.

44.2 Security Keys to be Provided

If boom gates or security devices are installed and those boom gates or security devices affect the access to the Car Park or any other part of the Building by a Member, Owner or Occupier, the Facilities Manager or the Committee must ensure that Security Keys are provided to the relevant Members, Owners and Occupiers at the cost of the relevant Member, Owner or Occupier to access their respective Schemes, Lots or to the Car Park exit or visitors parking spaces. The Committee may charge a reasonable fee for the issue of any replacement or additional Security Key.

44.3 Owners and Occupiers rights and obligations

Each Owner and Occupier must:

- (a) take all reasonable steps not to lose Security Keys and to ensure that each Owner or Occupier of any Lot in the Member's Strata Scheme do not lose Security Keys;
- (b) take reasonable steps to ensure the return of Security Keys to the Committee if they are not needed;
- (c) notify the Committee immediately if a Security Key is lost; and
- (d) comply with the reasonable instructions of the Committee or the Facilities Manager about Security Keys and, in particular, about recoding and returning Security Keys.

No Owner or Occupier may:

- (e) copy a Security Key; or
- (f) give a Security Key to someone who is not a Member, Owner or Occupier.

All Security Keys at all times belong to the Committee.

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44.4 Security Key System Register

The Committee will establish and maintain a register of persons holding Security Keys.

45 GST

45.1 Committee Compliance

The Committee will comply with the GST Law.

45.2 Amounts Exclusive of GST

Members' contributions to Shared Costs and any other amount to be paid by Members or other persons under this Strata Management Statement are expressed as exclusive of GST.

45.3 Members and Others to Pay GST

Any Member or other person must pay to the Committee on each date that the Member or other person must make a payment for a Taxable Supply, an additional amount equal to the GST payable on the Taxable Supply for which the payment is made.

46 GARBAGE AND RECYCLABLE MATERIALS

46.1 Responsibility

The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from Life @ Throsby. Each Member has obligations in relation to the storage and disposal of garbage and recyclable materials from their Strata Scheme.

47 SUPPLY OF SERVICES

47.1 Powers of the Committee

Subject to clause 47.2, the Committee may supply the following Services to Members, Owners and Occupiers:

- (a) electricity supply;
- (b) gas supply;
- (c) water supply;
- (d) telecommunication service;
- (e) cable television services; and

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- (f) any other supply or service.

47.2 When may the Committee Supply Services

The Committee may supply the Services referred to in clause 47.1 to Members, Owners or Occupiers if:

- (a) it decides to do so by Special Resolution;
- (b) there would be significant cost savings if the Committee purchases the service in bulk and supplies to its Members, Owners or Occupiers;
- (c) the Committee reasonably determines it would be beneficial to the operation and management of Life @ Throsby for the Committee to provide the Service; or
- (d) a Member, Owner or Occupier asks the Committee to provide the Service.

47.3 Contracts for Services

The Committee may enter into contracts and agreements with the providers of Services.

47.4 Disconnecting Service

The Committee may disconnect a Service to a Member, an Owner or an Occupier who does not pay the Committee for the Service according to this Strata Management Statement.

47.5 Matters the Committee must take into account

In considering whether to supply a Service to Members, Owners or Occupiers the Committee must determine:

- (a) how it will recover costs from Owners and Occupiers who may connect to the Service (who are not Members);
- (b) how the Service will be metered; and
- (c) whether the Service will be a Shared Facility.

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48 METERED SERVICES

48.1 Committee Obligations

For each Shared Facilities which Members must contribute towards according to metered readings, the Committee must:

- (a) regularly read and record usage recorded by the meters and sub-meters which form part of the Shared Facilities; and
- (b) regularly provide Members with accounts or invoices for their contributions towards the costs for those Shared Facilities (which may be included in the Administrative Fund or Sinking Fund contribution notice for the Member).

48.2 Payments in Advance

To ensure that the Committee has sufficient funds for pay for Shared Facilities which are funded according to metered readings, the Committee may:

- (a) require Members to make advance payments on account of their estimated future consumption of the Shared Facility; and
- (b) include amounts for advance payments in the Member's Administrative Fund contribution.

48.3 Overpayments

If a Member pays for a Shared Facility in advance, the Committee must apply any overpayment made by the Member towards the costs of the Members next payments for that Shared Facility.

48.4 Underpayments

If a Member pays for a Shared Facility in advance but the amount paid is not sufficient to pay the Member's actual costs for the Shared Facility, the Member must immediately pay the Committee any shortfall.

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PART 8 – MEMBERS' AND OWNERS' RIGHTS AND OBLIGATIONS

49 MEMBERS RIGHTS AND OBLIGATIONS

49.1 General Obligations

In addition to their obligations under the Strata Act or the Management Act and as otherwise provided by this Strata Management Statement Members must:

- (a) act reasonably and in good faith in their dealings with the Committee, other Members, Owners and Occupiers including providing any necessary consents;
- (b) ensure, as far as is reasonable, that Life @ Throsby is efficiently managed to a standard appropriate to its permitted uses;
- (c) promptly comply with their obligations under this Strata Management Statement and pay their Administrative Fund contributions and Sinking Fund contributions and other amounts they owe the Committee under this Strata Management Statement;
- (d) effect and maintain the insurances required by the Management Act and this Strata Management Statement;
- (e) ensure the Committee is properly constituted;
- (f) comply with decisions of the Committee;
- (g) comply with Rules;
- (h) not interfere with Shared Facilities other than according to this Strata Management Statement.

49.2 Maintenance requirements

Except for Shared Facilities and subject to this Strata Management Statement, Members must, at their own cost:

- (a) maintain and keep in good repair that part of Life @ Throsby within their relevant Strata Scheme;
- (b) maintain and keep in good repair the external areas, finishes, fixtures or fittings in the part of Life @ Throsby within their Strata Scheme; and

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- (c) maintain, inspect and operate plant and equipment owned or used exclusively by their Strata Scheme to a standard recommended by the manufacturer or the applicable Australian Standard.

49.3 Damage

Each Member is liable for damage or loss caused to the other Member, any Owner or an Occupier if they do or fail to do something under this Strata Management Statement. However, a Member's liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss.

In this clause 49.3, a reference to a Member includes the Representative, Alternative Representative, contractors, employees and agents of the Member.

50 ADDITIONAL OBLIGATIONS FOR THE OWNERS CORPORATION

50.1 Notices of meetings

An Owners Corporation must give each other Member notices of its general meetings and meetings of its executive committee as if the other Member receiving the notice is a member of the Owners Corporation or its executive committee.

50.2 Attendance at meetings

An Owners Corporation must allow the Representatives or Alternative Representatives of the other Member to:

- (a) attend its general meetings and meetings of its executive committee; and
- (b) address meetings in regard to matters affecting this Strata Management Statement or that other Member.

50.3 By-Laws

A Member must not make by-laws that are inconsistent with this Strata Management Statement. If there is an inconsistency between the by-laws and this Strata Management Statement, a Member must amend the inconsistent by-law to make it consistent with this Strata Management Statement.

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51 RIGHTS OF ACCESS

51.1 General requirement

When the Committee or any Member exercises their rights to access parts of Life @ Throsby that a Member, Owner or Occupier owns or occupies, they must not interfere unreasonably with that person's lawful use of that part of Life @ Throsby.

51.2 Access in an emergency

In an Emergency each Member, Owner or Occupier must give Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in the parts of Life @ Throsby owned or occupied by them necessary to exit Life @ Throsby.

51.3 Access to Shared Facilities

Each Member, Owner and Occupier must give the Committee and Members access to use, maintain, repair and replace Shared Facilities located in their part of Life @ Throsby according to this Strata Management Statement.

51.4 Notice requirements

The Committee or Members must give a Member, Owner or Occupier reasonable notice before they require access to their part of Life @ Throsby to maintain, repair or replace Shared Facilities.

51.5 When is access available?

Except in an Emergency and subject to clause 51.4, the Committee, Members, Owners and Occupiers may gain access under this clause to a part of Life @ Throsby owned or occupied by a Member, Owner or Occupier only:

- (a) during the hours of 7.00am to 5.00pm Monday to Friday (excluding public holidays) or as determined by this Strata Management Statement or reasonably agreed to by the affected Member, Owner or Occupier; and
- (b) subject to this Strata Management Statement, according to reasonable requirements (for example, a Member, Owner or Occupier may require a security officer to be present, at the cost of the party who requires access) of the affected Member, Owner or Occupier.

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51.6 Costs

Subject to this Strata Management Statement, the Committee or a Member must pay all of the costs associated with them gaining access to parts of Life @ Throsby under this clause.

52 SPECIFIC INSURANCE OBLIGATIONS

52.1 Public liability insurance

Each Member must effect public insurance with the same insurer appointed by the Committee for its public liability policy.

52.2 Machinery breakdown and contents

Each Member must effect with the insurer appointed by the Committee for its building policy:

- (a) machinery breakdown insurance for plant and equipment in that Member's part of Life @ Throsby that is not a Shared Facility and is not covered under warranty; and
- (b) contents insurance for its common property.

52.3 Increased Premiums

A Member must have consent from the Committee to do anything which might:

- (a) void or prejudice insurances effected by the Committee; or
- (b) increase an insurance premium paid by the Committee.

52.4 Payment of additional premiums

If a Member does anything to increase an insurance premium paid by the Committee, it must pay the amount by which the premium is increased. The Committee must add the amount to the relevant Member's Administrative Fund contribution.

52.5 Building Policy

A Member must:

- (a) apply any payments it receives under a building policy taken out by the Committee to rebuild or reinstate the damaged areas of the Member's part of Life @ Throsby; and

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- (b) rebuild or reinstate the Member's part of Life @ Throsby within a reasonable time.

PART 9 – DISPUTE RESOLUTION

53 RESOLVING DISPUTES

53.1 Interpretation

In this clause the terms "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, a Member, an Owner, an Occupier or the Strata Manager.

53.2 About disputes

The parties must endeavour in good faith to resolve disputes about this Strata Management Statement before taking action under this clause.

53.3 What disputes may be dealt with?

The parties must deal with disputes about this Strata Management Statement according to this clause. This includes disputes about the Committee or an officer of the Committee failing to comply with the provisions about Meetings or Emergency Meetings.

53.4 Dispute notice

A party may give another party a dispute notice. In the notice the party must:

- (a) describe what the dispute is about;
- (b) identify the provisions of this Strata Management Statement or the Law that apply to the dispute;
- (c) state the position of the party;
- (d) set out the facts and other circumstances on which the party relies; and
- (e) attach copies of correspondence and other documents mentioned in the dispute notice.

53.5 Negotiation

Within 14 days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation:

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- (a) at 2.00pm on the date which is 14 days after the dispute notice was given; and
- (b) at the office of the Strata Manager or by telephone conference.

53.6 Mediation

If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to:

- (a) refer the dispute to mediation; and
- (b) appoint a mediator from the panel of mediators kept by LEADR to mediate the dispute.

53.7 Determination of mediator

If the parties cannot agree on the mediator from the LEADR panel within seven days after a party gives a mediation notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:

- (a) appoint a mediator from the LEADR panel; and
- (b) determine the remuneration of the mediator.

53.8 Mediation rules

The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within seven days after the mediation is appointed, they do not agree on:

- (a) the mediation procedures they will adopt; and
- (b) the timetable for the mediation procedures.

The mediation must take place in Newcastle or Sydney, New South Wales.

53.9 Expert determination

If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:

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

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53.10 Appointing an expert

If the parties cannot agree on an expert within seven days after a party gives a determination notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:

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

53.11 Instructions to the expert

The parties must instruct the expert to:

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

53.12 Conducting expert determination

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

53.13 Expert determination

The expert:

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

53.14 Binding effect

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

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53.15 Costs

The parties to the dispute must:

- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
- (b) pay their own costs in connection with the dispute.

PART 10 – MEMBER’S WORK

54 LIMITATIONS ON WORKS

54.1 Pre-Conditions to Works

A Member must not carry out Works in Life @ Throsby or approve Works to be done unless:

- (a) the Works have been approved by the Committee under this Part; and
- (b) all necessary approvals are obtained from Authorities.

54.2 Carrying out works

All Works must be done strictly in accordance with:

- (a) any approvals for those Works given by the Committee and Authorities;
- (b) this Part; and
- (c) all Laws.

54.3 Prior Committee Approval

A Member must not apply for any Authority approval to carry out Works until the Member has obtained Committee approval.

55 APPLICATIONS FOR APPROVAL

55.1 Proposals

If a Member proposes to carry out any Works the Member must:

- (a) lodge an Application with the Committee that complies with clause 55.2 and obtain Committee approval to the Application before it commences any Works; and

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- (b) comply with the reasonable requirements of the Committee (including any conditions attaching to the approval) in carrying out the Works.

55.2 Applications

Applications for Committee approval must be:

- (a) submitted by the Member or the Member's nominee or agent in writing;
- (b) submitted to the address for service of the Committee, which is the Secretary's address; and
- (c) accompanied by two copies of, if applicable:
 - (i) building plans (including elevations and cross sections) and specifications relevant to the Works;
 - (ii) the descriptions and samples of exterior materials and colours and external light fittings if they are available;
 - (iii) a report setting out the impact of the Works on Shared Facilities, including how the member proposes to minimise interruption to the Shared Facilities; and
 - (iv) a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of Life @ Throsby.

55.3 Minimum Requirements

Unless the Committee by Special Resolution approves otherwise the Works must not:

- (a) adversely affect Life @ Throsby;
- (b) at any time, affect the quiet enjoyment of the Occupiers of the other Strata Scheme; and
- (c) result in an increase in the amount paid by the other Member with respect to Shared Facilities.

55.4 Additional information

The Committee may require an Applicant Member to give additional information to clarify details in the Application or the criteria that the Committee must assess when it considers the Application. The

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Committee must make a request for additional information within 20 Business Days of receiving the Application. The Applicant Member must supply the additional information as soon as reasonably possible.

56 COMMITTEE APPROVALS

56.1 Nature of approvals

After the Committee has considered an Application it must give the Applicant Member written notice approving the Application (conditionally or unconditionally) or rejecting the Application. The Committee must give the notice:

- (a) if the Committee does not require further information about an Application, within 30 Business Days of receiving the Application; and
- (b) if the Committee does require further information, within 20 Business Days after it receives the additional information.

56.2 Conditions in All Approvals

All Applications that are approved are subject to the following conditions:

- (a) the Applicant Member must pay promptly all costs, charges and expenses in connection with the Works;
- (b) the Applicant Member must ensure that the Works are done:
 - (i) in a proper and workmanlike manner;
 - (ii) with good consideration practices, techniques and use of good quality materials;
 - (iii) by skilled, qualified and licensed contractors, where appropriate; and
 - (iv) in accordance with the approval of the Committee;
- (c) the Applicant Member must use all reasonable endeavours to ensure that as little disruption as possible is caused to other Members, Owners and Occupiers; and
- (d) the Applicant Member provide 'as built plans' to the Committee at completion of the Works.

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56.3 Further conditions

Conditions imposed by the Committee may include, but are not limited to:

- (a) submission of any additional plans and specifications or such other information as required by the Committee;
- (b) changes being made to any of the items or information included in the Application;
- (c) maintaining and ensuring that the Applicant Member's contractors maintain:
 - (i) the insurance required by law in respect of all persons employed in connection with the Works;
 - (ii) policies for public liability insurance, professional indemnity insurance and contractors' all risk insurance with respect to the works,

noting the interests of the Members in the policies.

- (d) compliance with all laws and requirements of Authorities;
- (e) approving contractors for work carried out to Shared Facilities;
- (f) payment of any costs associated with altering or amending the Shared Facilities; and
- (g) relevant indemnities for public liability.

56.4 Confirmation of approval

All approvals must be signed by the Secretary or, in their absence, the Chairperson.

56.5 Expiry of approval

A Committee approval expires when any relevant Authority approval expires, or, if there are no other expiry dates, two years from the date of the Committee approval.

56.6 Changes

If an Applicant Member:

- (a) has obtained a Committee approval; and

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- (b) obtains all necessary approvals from relevant Authorities; and
- (c) the Works have changed since the Committee approval was obtained because of the requirements of the relevant Authority or construction contingency,

the Applicant Member must submit to the Committee, at the address for service of the Committee, which is the Secretary's address, two copies of all necessary plans and sufficient information that shows or describes the extent of the changes.

56.7 Committee response to Changes

The Committee may modify its original approval by giving a modified approval within 10 business days after receipt of the information set out in 56.6 from the Applicant Member.

56.8 Committee must act reasonably

The Committee cannot unreasonably withhold its consent to an Application or impose conditions on an approval that are not relevant and reasonable in the circumstances.

57 INSPECTION AND COMPLIANCE

57.1 Inspection

This is the procedure for the inspection of Works when they are complete:

- (a) the Applicant Member must notify the Committee that the Works are complete and, with the notice, give the Committee plans of the Works (if relevant);
- (b) within 5 Business Days of receiving the notice the Committee may inspect the Works;
- (c) if the Committee considers that the Works have not been completed in accordance with the Committee approval or any Authority approval, the Committee must notify the Applicant Member in writing of the non-compliance, specifying the particulars of non-compliance, within 5 Business Days after the inspection;
- (d) if the Committee does not inspect the Works or does not notify the Applicant Member of any non-compliance with 5 Business Days after the inspection, the Committee is deemed to have approved the Works as completed; and

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- (e) the Applicant Member must remedy the non-compliance within 30 days after receiving the notice from the Committee, and then the notice and inspection procedure described in this clause applies again.

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Schedule 1

SHARED FACILITIES

1. CAR PARK

Shared Facility	Location	Description
Car Park Entrance Area	Commercial Scheme Car Park	The costs for this Shared Facility include, but are not limited to the costs for operating, maintaining, cleaning, servicing, repairing and replacing the: • roller doors, security system and entry ramp floor; and • access control systems, security monitoring equipment and lighting systems; • Common area walls, floor surfaces and traffic bollards. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.
Garbage Loading Zone and Garbage Storage Area	Commercial Car Park	The costs for this Shared Facility include, but are not limited to the costs for operating, maintaining, cleaning, repairing and replacing equipment and wall and floor surfaces. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.
Motorcycle Parking	Commercial Car Park Entrance	The costs for this Shared Facility include, but are not limited to the costs for operating, maintaining, cleaning, servicing, repairing and replacing the area and equipment, line marking and the surface area. This Shared Facility includes access to and from the location of the Shared Facility over common

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		property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.
Control Mechanical Ventilation System	Residential and Commercial Car Park	The costs for this Shared Facility include, but are not limited to the costs for operating, maintaining, cleaning, servicing, repairing and replacing the mechanical ventilation system. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.
Car Park Sumps & Pumps	Residential and Commercial Car Park	The costs for this Shared Facility include, but are not limited to the costs for operating, maintaining, cleaning, servicing, repairing and replacing the sumps and pumps. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.
Car Park Common Plant and Meter Rooms	Residential Car Park	The costs for this Shared Facility include, but are not limited to the costs for operating, maintaining, cleaning, servicing, repairing and replacing the common plant and meter rooms located in the Car Park including the security control room. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.

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2 INSURANCE

Shared Facility	Location	Description
Insurance	Whole of Building	Insurance costs include, but are not limited to: • fees; • building insurance premiums (including excess costs or charges on any claim); • insurance effected in accordance with the Strata Act or Management Act; • valuations for insurance purposes; • public liability insurance for Shared Facilities and Shared Facility areas; • machinery breakdown insurance for the Shared Facilities; and • related or ancillary insurance costs.

3 SECURITY AND ACCESS CONTROL

Shared Facility	Location	Description
Security and Access Control	Whole of Building	The costs for this Shared Facility include, but are not limited to costs for: • service agreements between security agents, companies and service providers; and • operating, maintaining, repairing and replacing security systems in the Shared Facility areas such as security cameras, alarms, security doors, intercoms and audio systems. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.

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4 SEWERAGE

Shared Facility	Location	Description
Common Sewerage Lines and Service Lines	Whole of Building	The costs for this Shared Facility include, but are not limited to, costs for the use of the common sewerage lines and sewerage services (including soil ducts and common venting and associated pumps etc) provided to the Building. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.

5 STORM WATER

Shared Facility	Location	Description
Storm Water System	Whole of Building	The costs for this Shared Facility include, but are not limited to, cleaning, maintaining and repairing storm water services such as downpipes, storm pipes, water drainage, run-off pipes, drainage grates and associated pumps provided to the Building. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.

6 TELECOMMUNICATIONS

Shared Facility	Location	Description
Telecommunication Systems • Pay TV • Telephone • Optic Fibre • Internet	Whole of Building	The costs for this Shared Facility include, but are not limited to, costs for the common service lines for telephone, optic fibre, internet, intercom, pay and free-to-air TV, including the repair maintenance and replacement of such common telecommunication lines.

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• Intercom • Free-to-air TV		This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.
--	--	--

7 FIRE SERVICES

Shared Facility	Location	Description
Fire Safety Services	Whole of Building	The costs for this Shared Facility include, but are not limited to, costs for operating, maintaining, cleaning, repairing, servicing and replacing the fire alarm systems, hydrant boosters, sprinkler boosters, sprinkler tank, emergency lights, fire stairs and fire escape on eastern end of the Building, fire panel and back to base alarm monitoring. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.

8 UTILITIES

Shared Facility	Location	Description
Electricity	Whole of Building	The costs for this Shared Facility include, but are not limited to, costs for operating, maintaining, repairing, servicing and replacing these services. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.

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9 FACILITIES MANAGER

Shared Facility	Location	Description
Facilities Manager	Whole of Building	The costs for this Shared Facility include engaging and periodic fees payable to the Manager.

10 STRATA SCHEME MANAGER

Shared Facility	Location	Description
Strata Scheme Manager	Whole of Building	The costs for this Shared Facility include engaging and periodic fees payable to the Manager for the management of the Committee.

11 BASE BUILDING STRUCTURE

Shared Facility	Location	Description
Base Building Structure	Whole of Building	The costs for this Shared Facility include, but are not limited to costs of operating, maintaining, cleaning, servicing, repairing and replacing all floors, external walls, external windows, roof, fire stairs and awning. This Shared Facility includes access to and from the location of the Shared Facility over common property within either the Commercial Scheme or the Residential Scheme or other Shared Facilities using the most direct route or a route nominated by the Committee from time to time.

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Schedule 2

SHARED COSTS

1 CAR PARK

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Car Park Entrance Area (Roller Door, Security System, Entry Ramp and any ancillary system)	30%	70%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.
Car Park Security	30%	70%	
Mechanical Ventilation System	30%	70%	
Car Park Sumps & Pumps	30%	70%	
Car Park Drainage	30%	70%	
Car Park Signage and Marked Lines	30%	70%	
Car Park Common Area	30%	70%	
Car Park Common Plant and Meter Rooms	10%	90%	
Garbage Loading Zone and Garbage Storage Area	30%	70%	
Motorcycle Parking	30%	70%	

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2 INSURANCE

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Insurance	20%	80%	The estimated proportion of benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

3 SECURITY AND ACCESS CONTROL

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Security and Access Control	30%	70%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

4 SEWERAGE

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Common Sewerage Lines and Service Lines	5%	95%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

5 STORM WATER SYSTEM

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Storm Water System	20%	80%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

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6 TELECOMMUNICATIONS

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Telecommunications System	20%	80%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

7 FIRE SERVICES

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Fire Safety Services	20%	80%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

8 UTILITIES

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Electricity	30%	70%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

9 FACILITIES MANAGER

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Facilities Manager	30%	70%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

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10 STRATA SCHEME MANAGER

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Strata Scheme Manager	50%	50%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

11 BASE BUILDING STRUCTURE

Shared Facility	Commercial Portion	Residential Portion	Method to determine Shared Costs
Base Building Structure	20%	80%	The estimated proportion of use and benefit of the Shared Facility by the Residential Scheme and the Commercial Scheme.

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Schedule 3

ARCHITECTURAL GUIDELINES

1. Overview

1.1 Why have Architectural Guidelines?

The primary reasons for having Architectural Guidelines and controlling building works and the external appearance of the Building are:

- (a) to preserve the design integrity and architectural quality of the Building; and
- (b) to recognise the different requirements of the residential and commercial components of the Building, while having proper regard to the common interest of each Member, Owner and Occupier; and
- (c) to uphold property values for Owners.

1.2 Inconsistencies

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

1.3 Disputes

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

1.4 Definitions

Any capitalised terms not defined in these Architectural Guidelines have the same meaning given to those terms in the Strata Management Statement (to which the Guidelines form Schedule 3) or if not defined in the Strata Management Statement, in the relevant By-Laws for your Scheme unless the context requires otherwise.

2. Approvals from Government Agencies

2.1 What are your obligations?

Despite anything else in this Strata Management Statement, you must obtain all necessary approvals from Government Agencies before you carry out any works, erect signs, carry out Works or do anything else in

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the Building (including works approved or for which you need approval under the Architectural Guidelines).

2.2 Timing

Subject to this clause 2, you may apply for approval from a Government Agency to carry out works in the Building only after you have obtained any necessary approval from the Committee.

2.3 Approving applications to Government Agencies

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

3. Curtains, blinds and other window treatments

3.1 Colours for curtains and blinds

You may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Lot or Strata Scheme provided they have an appearance from outside the Lot which is consistent with the existing colour scheme of the Building and that part of the Building within which the Lot is located. You must have consent from the Committee to place, install or retain internal curtains, blinds louvres, shutters and window and door treatments other than those specified in this clause 3.1. No external louvres, shutters, solar film or similar treatments, shades, blinds, awnings or other shading devices may be placed on the exterior surfaces of any doors or windows.

4. Outdoor furniture and landscaping

4.1 Balcony furniture and landscaping

You do not need consent from the Committee to keep outdoor furniture on the balcony of your Lot provided that the outdoor furniture is of a high quality and finish, commensurate with the quality of the Building and is in keeping with the appearance of the Building.

Lightweight injection moulded furniture is not permitted on balconies and terraces.

Items must not be placed on balconies and terraces:

- (i) which may be capable of falling or being blown by wind off the balcony or terrace; or
- (ii) in a manner that might create a safety hazard.

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4.2 Fixing items to a Balcony

You must have consent from the Committee to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the balcony of your Lot.

4.3 Maintaining outdoor furniture

You must properly maintain furniture on the balcony of your Lot and ensure that the furniture is clean and tidy at all times.

4.4 Landscaping on Balconies

You do not need consent from the Committee to keep landscaping on the balcony of your Lot provided that all elements of the landscaping (for example, planter boxes and plants) are of a high quality and finish, commensurate with the quality of the Building and are in keeping with the appearance of the Building.

4.5 Maintaining landscaping

You must:

- (a) regularly maintain landscaping on the balcony of your Lot; and
- (b) ensure that the landscaping is kept neat and tidy at all times; and
- (c) ensure that no landscaping hangs or grows over the edge of the balcony; and
- (d) when you water landscaping on the balcony, ensure that no water enters another part of the Building and no damage is caused to another part of the Building.

4.6 Removing furniture and landscaping

You must immediately remove furniture and landscaping from the balcony of your Lot if:

- (a) you do not comply with your obligations under this clause 4; or
- (b) the furniture or landscaping causes (or may cause) damage to another part of the Building.

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5. Security devices

5.1 Committee Obligations

The Committee must take reasonable steps to:

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

5.2 Audio Visual Security

In addition to its powers under the Management Act, the Committee:

- (a) has the power to install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of the Building; and
- (b) close off or restrict by Security Keys access to parts of Common Property; and
- (c) allow the Strata Manager, Facilities Manager and security personnel to use part of Common Property to operate or monitor security of the Building. The Committee may exclude Owners or Occupiers from using these parts of Common Property.

5.3 Further Committee obligations

When it exercises its rights, the Committee must not unreasonably:

- (a) shut down or interfere with the integrated security system for the Building; or
- (b) restrict access to parts of Common Property which are Shared Facilities.

5.4 Owner and Occupier Obligations

You must:

- (a) not interfere with security cameras or surveillance equipment; and
- (b) not do anything that might prejudice the security or safety of the Building; and
- (c) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

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5.5 Security Keys

The Committee may charge an Owner or Occupier a fee or bond if they want extra or replacement Security Keys. Security Keys belong to the Committee.

5.6 Obligations in relation to Security Keys

You must:

- (a) take all reasonable steps not to lose Security Keys; and
- (b) notify the Committee immediately if you lose a Security Key; and
- (c) not copy a Security Key; and
- (d) not give a Security Key to someone who is not an Owner or Occupier or the Committee; and
- (e) comply with the reasonable instructions of the Committee or the Facilities Manager and any Rules about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

5.7 Installing Security Devices

You may not install external security devices including, without limitation, screens, grilles on external doors or windows of a Lot or on Common Property.

5.8 Alarms

You may install a security alarm in a Lot without consent from the Committee only if:

- (a) the alarm is a "back to base" facility; and
- (b) the alarm is silent; and
- (c) the alarm does not have flashing lights; and
- (d) the installation is not attached to and does not interfere with Common Property; and
- (e) the installation is not attached to and does not interfere with a Shared Facility.

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

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- (a) Common Property, you must have consent from the Committee before you install the alarm; or
- (b) a Shared Facility, you must obtain consent from the Building Management Committee before they install the alarm.

6. Barbeques

6.1 Your rights

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

- (a) it is a type permitted under this clause 6; and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy; and
- (f) you comply with this clause 6.

6.2 Types of portable barbeques

The types of portable barbeques permitted under this clause 6 are:

- (a) a covered natural gas or electric portable barbeque; or
- (b) any other type approved by the Committee.

Solid fuel burning barbeques and barbeques are prohibited.

6.3 Operating a portable barbeque

You may operate a portable barbeque only during the hours of 8.00am and 9.00pm (or during other hours approved by the Committee).

6.4 Interference

If you use a portable barbeque on the Balcony of your Lot, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

7. Rights of Original Owner

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7.1 Rights of the Original Owner

Despite any other provision in the Architectural Guidelines, while the Original Owner is an Owner, the Original Owner may erect and display "For Sale" or "For Lease" signs in lots and on Common Property without consent from the Committee or the Owners Corporation.

8. Common Property Works and Shared Facility Works

8.1 Common Property

If you propose to carry out Works in a Scheme which affects or are likely to affect any Common Property, you must obtain consent from the relevant Owners Corporation before carrying out the works. However, you do not need consent from an Owners Corporation to carry out minor works inside your Lot (for example, hanging pictures or installing shelving).

8.2 Shared Facilities

If you propose to carry out Works which affect or are likely to affect any Shared Facility, you must obtain consent from the Committee before carrying out the works.

9. Works affecting the External Appearance of the Building

9.1 General obligations

If you propose to carry out external appearance Works, you must obtain consent from the Committee before carrying out the works.

9.2 Powers of the Committee

The Committee has the power to require you to remove any item you have placed, installed or retained in your part of the Building if it alters the external appearance of the Building if:

- (a) you do not have consent from the Committee or relevant Government Agencies; or
- (b) it detrimentally affects the external appearance of the Building.

9.3 Colour schemes and paint work

You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your Lot or Common Property if:

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- (a) the wall, window, door, floor, ceiling or other surface is visible from outside your Lot or Common Property; and
- (b) the proposed colour or surface changes or is not in keeping with the external appearance of the Building.

10. Acoustic controls

10.1 Purpose

The purpose of this clause 10 is to maintain acceptable levels and duration of noise transmission between the various components of the Building. It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, this clause 10 provides controls about important issues like holding parties and playing musical instruments.

10.2 General obligations

The requirements in this clause 10 are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 10.6 ("Playing musical instruments") of this Schedule 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.

10.3 Noise which affects your neighbours

Subject to this clause 10, 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.

10.4 Equipment and machinery

You must ensure that equipment and machinery in your Lot or Common Property does not cause vibrations or noise in another part of the Building.

10.5 Using power tools

You may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30am and 5.30pm Mondays to Fridays and 9.00am and 3.00pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

10.6 Playing musical instruments

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Subject to this clause 10, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00am and 8.00pm. You must not play or rehearse outside of this time.

10.7 Playing music

Subject to this clause 10, you must not play live or other music which exceeds 65dB(A) at the boundary of your Lot after 11.00pm (or another hour by the Committee acting reasonably).

10.8 Inside your Lot

You must not:

- (a) carry out exercises in your Lot which result in rapid foot impact on the floor (for example, aerobics or running on the spot) if this causes noise or vibrations in adjoining lots; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Lot from another Lot.

10.9 Obligations of floor coverings in By-Laws

If you are the Owner or Occupier of a Lot, the by-laws for your Scheme may require you to cover or treat the floors in your Lot to stop noise transmission which disturbs other Owners and Occupiers.

11. Application process

11.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which you must submit with your application under the Architectural Guidelines.

11.2 What information must you include in your application?

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

- (a) be in writing; and
- (b) include the plans, drawings and other documents specified by the Committee according to this clause 11 for the type of works for which you are seeking approval; and

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- (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 11.1 ("Making an application") about the plans, diagrams and other information which you must submit with your application.

11.3 Lodging your application

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

11.4 Discretion

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.

11.5 Appointing consultants

The Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Guidelines (for example, an architect or engineer for applications affecting the external appearance).

11.6 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 11.

11.7 Time frame for making a decision

Subject to this clause 11, the Committee or an Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

11.8 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

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application within 20 Business Days after the consultant makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

11.9 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 clearly describe any conditions which attach to the approval and, if the application is not approved, explain in detail the reasons for the decision.

12. Approval process

12.1 Conditional approvals

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include:

- (a) a reasonable time frame in which the works must be completed; and
- (b) the hours and days during which the works must be carried out; and
- (c) methods of assessing the Building to carry out the works.

12.2 Revoking approval

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

12.3 Additional obligations for Owners Corporation

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 Guidelines; 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.

12.4 Notice of works on Common Property

An Owners Corporation must promptly:

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- (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 Guidelines); and
- (b) provide the Committee with details of the works carried out.

13. Procedures for carrying out work

13.1 Procedures before you carry out work

Before you carry out work in the Building, 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; and
- (b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access the Building 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 the Building to carry out the work.

13.2 Procedures when you carry out work

When you carry out Works in the Building, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation; and
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation; and
- (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; and
- (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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Execution

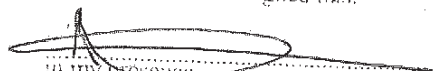
Dated

SIGNATURE OF REG FUNNEY

EXECUTED by RPF THROSBY
PTY LIMITED ACN 146 403 572
pursuant to section 127 of the
Corporations Act in the presence of:


Sole Director and Secretary

Certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this.


in my presence

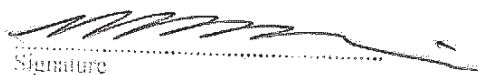
Natalie Gibson
Signature of Witness

Name of Witness

Level 2, 27 Donald St
Address of Witness
Hamilton

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

* ~~Loan Plan~~ * Lease
* Instrument * Deal


Signature

Geoff Hines
Name of Attorney

THIR THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete whichever not applicable

REGISTERED



24.3.2015

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

Sheet 1 of 7

Plan:

DP1204114

Plan of Strata Subdivision of Lot 1 D.P. 1195029 covered
by Subdivision Certificate No **8808** dated **13/11/2014**

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

RPF Throsby Pty Ltd
ACN 146 403 573
PO Box 299
WICKHAM NSW 2293

**Full Name and address of
The Mortgagee of the Land:**

Westpac Banking Corporation
LEVEL 2, 27 DONALD ST
HAMILTON NSW 2303

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcels	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for pedestrian access (A) VARIABLE WIDTH LIMITED IN STRATUM	1	2
2	Easement for Mailbox (B) 0.43 WIDE LIMITED IN STRATUM	1	2
3	Easement for Vehicular access and footway (C) 5.875 WIDE LIMITED IN STRATUM	2	1
4	Easement for Services (D) 5.5 WIDE LIMITED IN STRATUM	1	2

Part 2 (Terms)

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply to this instrument unless the context requires otherwise:

"**Authorised Users**" means every person authorised by the Grantee for the purposes of any easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors, invitees and licensees).

"**Authority**" means Newcastle City Council

"**Building**" means The structure and improvement comprising the Life at Thorsby Development at 18 Thorsby Street, Wickham NSW 2293.

"**Conveyancing Act**" means the Conveyancing Act 1919 (NSW)

"**Development Act**" means the Strata Schemes (Freehold Development) Act 1973 NSW

"**Grantee**" means the owner of a Lot Benefited or the Authority benefited (as the case may be), and the owners corporation under the Development Act;

"**Grantor**" means the owner of the Lot Burdened;

ePlan

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

Sheet 2 of 7

Plan:

Plan of Strata Subdivision of Lot 1 D.P. 1195029 covered
by Subdivision Certificate No **8808** dated **13/11/2014**

DP1204114

"Lot Benefited" means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

"Lot Burdened" means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

"Management Statement" means a strata management statement registered in accordance with the Development Act.

"Plan" means the subdivision plan to which this instrument relates.

"Services" means services as defined in Section 196L of the Conveyancing Act 1919, except for the purposes of this Instrument:

2. Terms of the Easement for Pedestrian Access numbered 1 in the plan

- 2.1 The Grantor grants full, free and unimpeded right to the Grantee and its invitees at all times and for all lawful purposes to enter, pass and repass on foot or wheelchair or other disabled device, over all surfaces which accommodate such devices, in the area the subject of this easement in the Lot Burdened and including all fire stairs, stairs, access and exit ramps, escalators and lifts subject to the following conditions:
- a) When they exercise their rights under this easement, the Grantee and its Authorised Users must
 - i) Cause as little inconvenience as is practicable to the Grantor or occupier of a Lot Burdened; and
 - ii) Cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - iii) Comply with access requirements and rules made by the Grantor according to this easement.
 - b) The Grantee and its Authorised Users must promptly repair any damage which they cause to the Lot burdened or the easement site
 - c) The Grantee and its Authorised Users must not obstruct the use of the Lot Burdened.
 - d) The Grantee acknowledges and agrees that access to the easement site may be regulated by security devices (including but not limited to proximity access cards and intercom systems) to regulate flow of pedestrian access into the lot burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to the security gate and other security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise its rights under this easement.

3. Terms of Easement for Mailbox numbered 2 in the plan

- 3.1 The Grantor grants full, free and unimpeded right to the Grantee and its invitees at all times and for the purpose of accessing and using, maintaining, repairing and replacing mailboxes, to enter, pass and repass on foot or wheelchair or other disabled device, over all surfaces which accommodate such

ePlan

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

Sheet 3 of 7

Plan:

DP1204114

Plan of Strata Subdivision of Lot 1 D.P. 1195029 covered
by Subdivision Certificate No **8808** dated **13/11/2014**

devices, in the area the subject of this easement in the Lot Burdened, including all fire stairs, stairs, access and exit ramps, escalators and lifts subject to the following conditions:

- a) When they exercise their rights under this easement, the Grantee and its Authorised Users must:
 - i) Cause as little inconvenience as practicable to the Grantor or occupier of a Lot Burdened; and
 - ii) Cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - iii) Comply with access requirements and rules made by the Grantor according to this easement.
- b) The Grantee and its Authorised Users must promptly repair any damage which they cause to the Lot Burdened or the easement site.
- c) The Grantee and its Authorised Users must not obstruct the use of the Lot Burdened.
- d) The Grantee acknowledges and agrees that access to the easement site may be regulated by security devices (including but not limited to proximity access cards and intercom systems) to regulate flow of pedestrian access into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to the security gate and other security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise its rights under this easement.

4. Terms of the Easement for Vehicular Access and Footway numbered 3 in the plan

- 4.1 The Grantor grants full, free and unimpeded right to the Grantee and its invitees at all times and for all lawful purposes to enter, pass and re-pass with or without vehicles over all driveway and trafficable access ways (existing from time to time) over that part of the Lot burdened subject to the following conditions:
- a) The Grantee acknowledges and agrees that access to the easement site may be regulated by security gate or other security devices (including but not limited to proximity access cards and intercom systems) to regulate flow of vehicular and pedestrian access into the lot burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to the security gate and other security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise its rights under this easement.
 - b) When they exercise their rights under this easement, The Grantee and its Authorised Users must:
 - i) Cause as little inconvenience as practicable to the Grantor or occupier of Lot Burdened; and
 - ii) Cause as little damage as is practicable to the Lot burdened and any improvement on it; and



ePlan

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

Sheet 4 of 7

Plan:

DP1204114

Plan of Strata Subdivision of Lot 1 D.P. 1195029 covered
by Subdivision Certificate No **8808** dated **13/11/2014**

- iii) Comply with access requirements and rules made by the Grantor according to this easement.
- c) The Grantee and its Authorised Users must promptly repair any damage which they cause to the Lot burdened or the easement site.
- d) The grantee and its Authorised Users must not park or stand a motor vehicle or trailer on the Lot Burdened or obstruct the use of the Lot burdened.

5. Terms of the Easement for Services numbered 4 in the plan

- 5.1 Subject to clause 5.3, an easement for services as defined in and the subject of Section 196L and Schedule 8B of the Conveyancing Act is created in respect of all wires, cables, conduits, equipment and other structures and things relating to Services and drainage which pass through or are situated in the Lot Burdened and service the Lot Benefited.
- 5.2 This easement has effect from the date of registration of the Plan and continues to apply if a Management Statement is registered subject to the terms of this easement.
- 5.3 The provisions contained in part 11, schedule 8 and schedule 8B of the Conveyancing Act are varied as follows:
 - a) except in an emergency, a Grantee or Authorised User must give a Grantor or its nominee at least 48 hours notice of their intention to enter the Burdened Lot;
 - b) if required by a Grantor, when exercising access rights a Grantee or Authorised User must be accompanied by and comply with the directions of the Grantor's nominee;
 - c) in an emergency, a Grantee or Authorised User must give a Grantor notice of access to the Burdened Lot wherever practicable;
 - d) a Grantee and its Authorised Users may install or construct further specified Services within the Burdened Lot as approved by the Grantor, which approval is not to be unreasonably withheld, and may do anything reasonably necessary for that purpose including:
 - i) entering the Burdened Lot;
 - ii) taking anything onto the Burdened Lot; and
 - iii) carrying out works;
 - e) a Grantee or Authorised User must cause as little inconvenience and interruption as is practicable to services or the usual activities carried out on a Burdened Lot.
- 5.4 In exercising any rights or performing any obligations under this easement, the Grantee must or must procure an Authorised User to:
 - a) ensure all work is done properly;

ePlan

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

Sheet 5 of 7

Plan:

DP1204114

Plan of Strata Subdivision of Lot 1 D.P. 1195029 covered
by Subdivision Certificate No **8808** dated **13/11/2014**

- b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Burdened Lot;
- c) cause as little damage as is practicable to the Burdened Lot and any improvement on it;
- d) where damage is caused, restore the Burdened Lot as nearly as is practicable to its former condition;
- e) make good any collateral damage; and
- f) comply with any rules made by the Grantor in accordance with this easement.

5.5 If a Strata Plan subdividing any Benefited Lot is registered resulting in a creation of an easement for services under section 8AB of the Development Act:

- a) the provisions of Schedule 1 B of the Development Act are varied as provided for in paragraph (5.3) above; and
- b) to the extent of any inconsistency between this easement and the easement created under section 8AB, the terms of the easement created under section 8AB will prevail.

5.6 Unless the Management Statement provides otherwise, the Grantee must maintain its own Services and drainage.

**Name of Authority empowered to release, vary or modify easements numbered 1, 2, 3 and 4 in the plan is
Newcastle City Council**



ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE
CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND OR POSITIVE COVENANTS
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Sheet 6 of 7

Plan:

DP1204114

Plan of Strata Subdivision of Lot 1 D.P. 1195029 covered
by Subdivision Certificate No **8808** dated **13/11/2014**

Executed by

~~National Australian Bank Pty Ltd~~

~~Westpac Banking Corporation~~

I certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this.

.....
in my presence.

.....
Signature of Witness

Jon Leavis

.....
Name of Witness

27 Donald St Hamilton
Address of Witness

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

* ~~Lien Plan~~ * ~~Lease~~
* Instrument * Deed

.....
Signature

Geoff Hynes
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332

*Delete whichever not applicable

Executed by

RPF Throsby Pty Ltd pursuant to Section 127 of the
Corporation Act, 2001 in the presence of:

.....
SIGNATURE OF REG FLANNERY
SOLE DIRECTOR / SECRETARY

Jon Leavis
NAME OF WITNESS

.....
SIGNATURE OF WITNESS

27 Donald St Hamilton
ADDRESS OF WITNESS

ePlan

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

DP1204114

Sheet 7 of 7

Plan:

Plan of Strata Subdivision of Lot 1 D.P. 1195029 covered
by Subdivision Certificate No **8808** dated **13/11/2014**

Executed by
Newcastle City Council

)
)

The City of Newcastle

REGISTERED



26.2.2015

[Handwritten signatures]

New South Wales Stamp Duty - Three pounds fifteen shillings
conveyance No. 272 Book 1215 15-2-21

THIS DEED made the second day of February. One thousand nine hundred and twenty one BETWEEN WILLIAM KENNETH DAVIDSON of Newcastle in the State of New South Wales Motor Proprietor and JOHN PORTER of Maitland in the said State Farmer (hereinafter called Vendors) of the one part and MARGARET BAILEY wife of Henry James Bailey of Hinton in the said State Farmer (hereinafter called Purchaser) of the other part WHEREAS MARY ANN DAVIDSON by her Will dated the thirtieth day of June 1919 appointed the said Vendors executors and trustees thereof AND the said Testatrix after devising certain portions of her estate to her said Trustees declared that her said Trustees should hold the balance or residue of her estate including her house in Dickson Street Wickham UPON TRUST firstly to pay her debts including the Mortgage debt or debts upon any of her properties and also including her funeral and testamentary expenses and thereafter to sell the same and convey into money and divide the same as in the said Will directed AND WHEREAS the said Mary Ann Davidson died on the 20th day of July 1919 without having altered her said recited Will and Probate thereof was granted by the Supreme Court of New South Wales in its Probate Jurisdiction on the 30th day of August 1919 to the said Vendors the Executors therein named AND WHEREAS the said Vendors have contracted for the sale of the said premises to the said Purchaser for the price or sum of Four hundred and fifty pounds NOW THIS DEED WITNESSETH that in consideration of the sum of FOUR HUNDRED AND FIFTY POUNDS now paid by the said Purchaser to the said Vendors the receipt whereof is hereby acknowledged THEY the said Vendors as such Executors and Trustees and in exercise of the powers conferred upon them as such executors as aforesaid and under and by virtue of the provisions of the Wills Probate and Administration Act 1898 and of all other powers statutory or otherwise hereunto enabling them DO and each of them doth hereby grant bargain sell release convey and confirm unto the said Purchaser and her heirs ALL THAT piece or parcel of land situate at Wickham Parish of Newcastle County of Northumberland State of New South Wales and containing by admeasurement eight and one half perches be the same more or less BEING the south portion of Lot Number eight Section six in the subdivision of Francis Mitchell's twenty acres and known as "Whytes Paddocks" COMMENCING at the south western corner of Lot No. 8 aforesaid being a point in the northern side of a lane now called Dickson Street bearing 88 degrees 55 minutes and distant two hundred and thirty one feet six and a quarter inches from its intersection with Union Street bounded thence by part of the western boundary of Lot 8 bearing three hundred and fifty seven degrees fifty one minutes sixty nine feet seven and a half inches bounded thence by a line bearing eighty eight degrees fifty two minutes thirty three feet to the east boundary of Lot 8 bounded thence by part of this boundary bearing one hundred and seventy seven degrees fifty one minutes sixty nine feet eight inches to Dickson Street bounded thence by Dickson Street bearing two hundred and sixty eight degrees fifty five minutes thirty three feet to the point of commencement SAVE AND EXCEPT all mines and minerals in and under the said land TOGETHER with all rights easements and appurtenances thereunto

Margaret Bailey

belonging or commonly used in connection therewith A N D all the estate right title and interest whatsoever both at law and in equity of them the said Vendors and to the said land hereditaments and premises TO HOLD the said land hereditaments and premises unto and to the use of the said Purchaser her heirs and assigns for ever A N D each of them the said Vendors doth hereby covenant with the said Purchaser her heirs executors administrators and assigns that he the covenanting party has not done any act deed matter or thing whereby the said land hereditaments and premises can or may be encumbered or otherwise prejudicially effected AS WITNESS the hands and seals of the said parties hereto.

SIGNED SEALED AND DELIVERED by
the said WILLIAM KENNETH DAVID
SON in the presence of:-

William Kenneth Davidson (L.S.)

Ursula A. Pierce
clerk to
J. W. O'Sullivan
Solr. H. C.

SIGNED SEALED AND DELIVERED by
the said JOHN PORTER in the
presence of:-

John Porter (L.S.)

Ursula A. Pierce

NEW SOUTH WALES

TO WIT.

On this *2nd* day of *April* A.D. 1921 URSULA PIERCE of Newcastle in the State of New South Wales Law Clerk being duly sworn maketh oath and saith that the writing contained on this page is a true copy of the original deed same having been carefully examined therewith by me this deponent.

SWORN by the Deponent on the day
first above mentioned before me;

Ursula A. Pierce

John O'Sullivan J.P.

A JUSTICE OF THE PEACE.

RECEIVED into the office for the registration of deeds &c at Sydney this

first day of *March* A.D. 1921 at *forty five*
minutes past *twelve* o'clock in the *after*
noon from JOHN HICKEY of Sydney Solicitor.

Gilbert
DEPUTY REGISTRAR.

NEW SOUTH WALES

NEW SOUTH WALES

\$=00.70

\$=00.05

STAMP DUTY

STAMP DUTY

120422 BK 3040

THIS DEED made the 4th day of February
One thousand nine hundred and Seventy ^{Two} ~~One~~ BETWEEN RAYMOND LESLIE VINEY of New
Lambton in the State of New South Wales Shop Assistant and RUTH ELLEN VINEY
of the same place his Wife (hereinafter called the Vendors of the one part and
JAMES PETER BABBAGE of Merewether in the State aforesaid Company Director
(hereinafter called the Purchaser) of the other part WHEREAS the said Vendors
are seised in fee simple in possession free from encumbrances of the land and
hereditaments hereinafter described and intended to be hereby conveyed and
have agreed with the said Purchaser for the absolute sale to him thereof at
or for the price or sum of ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1700.00) NOW
THIS DEED WITNESSETH that in consideration of the sum of One thousand Seven
Hundred Dollars (\$1700.00) now paid by the said Vendors (the receipt whereof
the said Vendors do hereby respectively acknowledge) the said Vendors as
beneficial owners DO and each of them as to his or her respective interest in
the subject land DOETH HEREBY GRANT AND CONVEY unto the said Purchaser if fee
simple ALL THAT piece or parcel of land being Allotment Number 1 of the sub-
division of Lots Number 9, 10 and 11 Section 6 situated at Wickham in the
Parish of Newcastle County of Northumberland and State of New South Wales
COMMENCING on the South boundary line of Throsby Street at the North East
corner of Allotment Number 8 of said Section 6 thence bearing East by the
said boundary line twenty four feet nine inches to the North West corner of
Allotment Number 2 thence bearing South by the West boundary line of said
Allotment Number 2 Sixty nine feet nine inches to the North East corner of
allotment Number 5 thence bearing West by the North boundary line of said
Allotment Number 5 Twenty four feet nine inches to the East boundary line of
said Allotment Number 8 of Section 6 aforesaid thence bearing North by said
boundary line sixty nine feet nine inches to the point of commencement
containing six perches or thereabouts and be said measurement a little more
or less SAVE AND EXCEPT all mines and minerals lying and being in and under
the said land

IN WITNESS WHEREOF the said Vendors have hereunto set their respective hands
and seals the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED }

by the said RAYMOND LESLIE }

R.L. Viney

VINEY in the presence of: }

John Gamlin J.P.
62 Belford St.
Broadmeadow

SIGNED SEALED AND DELIVERED

by the said RUTH ELLEN VINAY

in the presence of:

Ruth Viney

John Gamlin J.P.
62 Belford St.
Broadmeadow

I, PATRICIA MEEK

of Newcastle in the State of New South Wales Clerk to Messrs Charlton, Kafer & Sanders of Newcastle aforesaid Solicitors being duly sworn make oath and say as follows:- The writing contained above (and on the Preceding page) has been compared by me with the original Conveyance and the same is a true copy thereof.

SWORN at Newcastle this 16th
day of February 1972

Before me:

P. Meek

Marie Edanich J.P.

A Justice of the Peace.

RECEIVED into the Registration of Deeds Office at Sydney this 21st day of
February 1972 at 17 minutes past 11 o'clock in
the fore noon from Margaret Harrison
Clerk to Messrs. G. Kenyon & Sons, Law Stationers of 10 Castlereagh Street,
Sydney.

Janetson



~~XXXXXXXXXXXX~~

REGISTRAR GENERAL.

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AM830661V

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

(A) TORRENS TITLE	For the common property CP/SP91174				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO BOX: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) / Reference: BLA/771</td></tr></table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO BOX: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) / Reference: BLA/771	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO BOX: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) / Reference: BLA/771				
CODE CH					

- (C) The Owners-Strata Plan No. 91174 certify that a special resolution was passed on 12/7/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.
Added by-law No. **Special By-law No.1**
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 91174 which includes new Added Special By-law No.1 on Page 20 of 22.

ON CPTBL *off SG*
CI *off CBX1*

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No. 91174 was affixed on 9th October 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *[Signature]*
Name: **DONNA BARTLEY**
Authority: **STRATA MANAGING AGENT**

Signature:
Name:
Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 91174

1 Dictionary and Interpretation

1.1 Dictionary

In the By-Laws these meanings apply unless the contrary intention appears:

Architectural Guidelines means the architectural guidelines for the Building.

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Balcony means a balcony shown as part of or attached to a Lot or Common "Property on the strata plan for the Residential Scheme other than the Landscaped Area.

Building Management Committee is the committee established under the, Strata Management Statement and the Development Act to administer the Commercial Scheme and the Residential Scheme.

Building -means the structure and improvements comprising the Life@ Throsby development which building includes the Commercial Scheme and the Residential Scheme.

Building Works are any works, alterations, installations, additions, damage, removal, repairs or replacement of:

(a) Common Property: structures, including the Common Property walls, floor and ceiling enclosing a Lot or Car Space or Storage Area (Common Property walls include windows and doors in those walls and any signs on those walls or windows); or

(b) the structure of a Lot; or

(c) internal partitioning or suspended ceilings; or

(d) Common Property services; or

(e) any screen installed over or ground, any air conditioning condenser or other equipment situated on, any Balcony or on Common Property; or

(f) -Services in the Residential Scheme, whether or not they are for the exclusive use of a Lot.

Building Works exclude damaging, altering or removing a load bearing wall or non-load bearing wall. Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot (eg painting walls or hanging pictures or attaching items to those walls).

By-Laws means the strata by-laws and Exclusive Use By-Laws for the Commercial Scheme and the Residential Scheme.

The seal of The Owners-Strata Plan No 91174 was affixed on 9th OCTOBER 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s):

Name(s) [use block letters]:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705



Car Park means that part of the Residential Scheme and the Commercial Scheme situated in the Building containing Car Spaces and visitors car spaces, Storage Areas and Common Property.

Car Space is that part of a lot within the Car Park which is designated on the strata plan for the Residential Scheme as a car space.

Commercial Scheme is Strata Scheme No. 91173.

Common Property is:

- (a) common property in the Residential Scheme; and
- (b) the personal property of the Owners Corporation.

Under these By-Laws, Common Property does not include:

- (a) Shared Facilities located in the Residential Scheme; or
- (b) Common Property which an Owner must maintain, repair or replace under an Exclusive Use By-Law.

Development Act is the Strata Schemes (Freehold Development) Act 1973.

Executive Committee is the executive committee of the Owners Corporation.

Exclusive Use By-Law is a By-Law granting an Owner or Occupier exclusive use and special privileges over Common Property in accordance with the Management Act.

Facilities Manager is the person appointed by the Building Management Committee or the Owners Corporation to provide management, operational and other services for the Building or the Residential Scheme.

Lot is a lot in the Residential Scheme (and any lots into which a lot is subdivided or resubdivided).

Management Act is the Strata Schema Management-Ad 1996.

Occupier means an occupier, lessee, licensee, sub-lessee or sub-licensee of a Lot in the Residential Scheme.

Owner means:

- (a) the Owner of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the Owners for the time being of the new Lots; and
- (c) for an Exclusive Use By-Law, the Owner(s) of the Lot(s) benefiting from the Exclusive Use By-Law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation is The Owners — Strata Plan No.. 91174.

Residential Garbage Area means any area designated as a garbage area for garbage or recyclables originating in the Residential Scheme.

Residential Scheme means Strata Scheme No. 91174.

Rules are rule made by the Owners Corporation according to, these. By-Laws,.

Security Key is a key, magnetic card or other device or information used to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities are, facilities used by both the Commercial Scheme and the Residential Scheme and which are Shared Facilities under the Strata Management Statement.

Special Resolution has the Same meaning as is ascribed to that term in the Management Act.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

Strata Management Statement is the strata management statement for the Building.

Strata Manager is the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Scheme is a strata scheme created upon registration of a strata plan in respect of a lot within the Building according to the Development Act

Stratum Lot is a lot in the Building which has been subdivided by a strata plan according to the Development Act.

Storage Area is that part of a Lot within the Residential Scheme which is designated on the strata plan for the Residential Scheme as a storage area.

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings do not affect the interpretation of these By-Laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Strata Management Statement which are not separately defined in these By-Laws have the same meaning as is ascribed to them in the Strata Management Statement;
- (e) a reference to a person includes any natural person, corporation or other body corporate or governmental body and vice versa;
- (f) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;
- (g) a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;
- (h) references to months and years means calendar months and Calendar years;
- (i) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (j) if the day on which any act, matter or thing is to be done is not a Business Day, that act, matter or thing may be done on the next Business Day;
- (k) a person includes their executors; administrators, successors, substitutes and assigns; and
- (l) a thing includes the whole or each part of it.
- (m) "GST", "Input Tax Credit", "Supply", "Supplies", "Taxable Supply" and "Tax Invoice" have the same meanings in these By-Laws as in A New Tax System (Goods and Services Tax) Act, 1999.

1.3 Headings

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

2 Life @ Throsby

2.1 Structure

Life @ Throsby is a mixed use development comprising two separate components being:

- (a) the Residential Scheme; and

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

(b) the Commercial Scheme.

2.2 Contents of Life @ Throsby

The Residential Scheme comprises one stratum within Life @ Throsby and contains 49 residential units while the Commercial Scheme comprises the other stratum within Life @ Throsby and contains 7 Commercial Lots.

3 About the By-Laws

3.1 Purpose

The By-Laws regulate the day to day management and operation of the Residential Scheme. They are an essential document for the Owners Corporation and each Owner and Occupier within the Residential Scheme.

3.2 By-Laws and the Strata Management Statement

These By-Laws should be considered in conjunction with the Strata Management Statement.

3.3 Who must comply?

An Owner or Occupier of a Lot in the Residential Scheme must comply with the By-Laws. The Owners Corporation must also comply with the By-Laws.

3.4 Amendment of the Exclusive Use By-Laws

The Owners Corporation may amend or cancel an Exclusive Use By-Law only by Special Resolution and with the written consent of each Owner who has the exclusive use under the By-Law.

3.5 Amending other By-Laws

The Owners Corporation may add, change or cancel By-Laws if it complies with the provisions in the Strata Management Statement about adding, changing and cancelling By-Laws.

4 Strata Management Statement

4.1 Purpose

The Strata Management Statement regulates the management and operation of the Commercial Scheme and the Residential Scheme.

4.2 Inconsistencies between a By-Law and the Strata Management Statement

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

4.3 Who must comply with the Strata Management Statement?

The Owners Corporation, Owners and Occupiers must all comply at their own cost with the Strata Management Statement.

4.4 Appointing a representative to the Building Management Committee

The Owners Corporation must, by Special Resolution according to the Development Act, appoint two representatives to represent it and vote at meetings of the Building Management Committee.

4.5 Consents under the By-Laws and the Strata Management Statement

A consent under the By-Laws does not relieve the Owners Corporation, an Owner or an Occupier from any obligations they may have to obtain necessary consents under the Strata Management Statement.

5 Architectural Guidelines

5.1 Architectural Guidelines

The Architectural Guidelines for the Residential Scheme are any architectural guidelines which are established under the Strata Management Statement.

5.2 Compliance with the Guidelines

The Owners Corporation, Owners and Occupiers must comply with any Architectural Guidelines and obtain all necessary consents under any Architectural Guidelines before carrying out works in the Residential Scheme.

6 Owner and Occupier responsibilities

6.1 Occupiers and visitors

An Owner who leases or licenses their Lot must:

- (a) ensure that Occupiers and their visitors comply with the By-Laws and the Strata Management Statement; and
- (b) take all action available to them, including action under the lease or licence agreement, to make Occupiers and their visitors comply or leave the Residential Scheme.

6.2 Obligations

An Owner or Occupier must not:

- (a) allow another person to do anything which they cannot do under these By-Laws or the Strata Management Statement; or
- (b) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (c) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (d) smoke cigarettes, cigars or pipes while they are on Common Property or allow smoke from them to enter Common Property; or
- (e) obstruct the legal use of Common Property by any person; or
- (f) do anything in the Residential Scheme which is illegal; or
- (g) do anything which might damage the good reputation of the Owners Corporation, the Residential Scheme or the Building; or
- (h) use frisbees, skateboards or rollerblades upon Common Property; or
- (i) cause any damage to any other Lot or Common Property through use or misuse of any taps within their Lot, including on any Balcony; or
- (j) subject to any Exclusive Use By-Laws, access or interfere with any hot water service, air conditioning unit or associated equipment or screens situated upon Common Property; or
- (k) subject to the Strata Management Statement and these By-Laws, park or stand a vehicle on Common Property.

6.3 Your Lot

Each Owner and Occupier must:

- (a) keep their Lot clean and tidy and in good repair and condition; and

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(b) properly maintain, repair and, where necessary, replace an installation or alteration made under the By-Laws or Strata Management Statement which services a Lot (whether or not they made the installation or alteration); and

(c) notify the Owners Corporation and the Building Management Committee if they change the existing use of their Lot or do anything in their Lot which may affect premiums for insurances effected for the Residential Scheme; and

(d) notify the Building Management Committee if they change the existing use of their Lot or do anything in their Lot which may affect premiums for insurances effected for the Residential Scheme by the Building Management Committee.

6.4 Consents

Subject to the Strata Management Statement and these By-Laws, an Owner or Occupier must have consent from the Owners Corporation to:

(a) store things in any Car Space forming part of or used in conjunction with a Lot (other than a vehicle); or

(b) keep anything in a Lot that is visible from outside the Lot and is not in keeping with the appearance of the Residential Scheme; or

(c) attach or hang an aerial, satellite dish or wires outside a Lot or the Residential Scheme.

6.5 No enclosure of Car Spaces

An Owner or Occupier may not enclose the Car Space(s) of a Lot.

7 Balconies

7.1 Items on Balconies

Subject to the other requirements of this By Law an Owner or Occupier may keep the following items on a Balcony:

(a) pot plants and planter boxes; and

(b) occasional furniture; and

(c) recreational equipment (other than bicycles); and

(d) air conditioning condensers and associated equipment and screens;

(e) portable barbecues (subject to compliance with the other provisions of this By-Law); and

(f) other items approved by the Owners Corporation,

7.2 General requirements for Balconies

An Owner or Occupier must:

(a) keep items on the Balcony clean and tidy and in good condition and well maintained; and

(b) ensure that items on the Balcony of their Lot are secure against the prospect of being dislodged by wind; and

(c) ensure that items on the Balcony are of a high quality and finish and are in keeping with the appearance of the Building; and

(d) when watering plants on the Balcony, take steps to ensure that water does not leave the Balcony; and

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- (c) ensure that any plants or landscaping on the Balcony is kept neat and tidy and that no landscaping hangs or grows over the edge of the Balcony; and
- (f) not use a hose on the Balcony and
- (g) not install or construct additional bayonets or gas outlets on the Balcony; and
- (h) not hang laundry, bedding or other articles over the Balcony railing; and
- (i) not keep flammable materials or items which are likely to cause damage or injury to any person or property on the Balcony;
- (j) not store any bicycles on the Balcony; and
- (k) keep any air conditioning condenser or Similar equipment well maintained and secure and screened from view outside the Lot and not allow any person to climb upon the unit or any screening; and
- (l) comply with any Owners Corporation requirements or Rules in relation to screening, installation or maintenance of air conditioning units and associated screens in the Building.

7.3 Owners Corporation Powers

The Owners Corporation may require an Owner or Occupier, at their cost, to remove items from the Balcony that are not Common Property (and to replace those items) to enable the Owners Corporation to:

- (a) inspect Common Property;
- (b) maintain, repair and replace Common-Property;
- (c) comply with the obligations of the Owners Corporation under the By Laws or the Strata Management Statement, or any consent or requirement of any Authority or the Management Act.

7.4 Barbeques

An Owner or Occupier may store and operate a portable barbeque on a Balcony if:

- (a) it is a type permitted under By-Law 7.5; and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) they keep it covered when they are not operating it; and.
- (e) they keep it clean and tidy; and
- (f) they comply with this By-Law 7.

7.5 Types of portable barbeques

The types of barbeques permitted under this clause 7 are:

- (a) covered gas or electric portable barbeque; or
- (b) any other type approved by the Committee.

Solid fuel burning barbeques are prohibited.



7.6 Interference

If an Owner or Occupier uses a portable barbeque on a Balcony, it must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

7.7 Balcony furniture

An Owner or Occupier does not need consent from the Executive Committee to keep outdoor furniture on the Balcony provided that the outdoor furniture is of a high quality and finish and is otherwise in keeping with the appearance of the Building and complies with any requirements set out in the Strata Management Statement or By-Laws.

7.8 Removing furniture, pots etc

Each Owner or Occupier must immediately remove furniture and landscaping from a Balcony if:

- (a) they do not comply with their obligations under this By-Law; or
- (b) the furniture or landscaping causes (or may cause) damage to another part of the Building.

8 Storage Areas

8.1 An Owner and Occupier must not:

- (a) use any Storage Area other than for domestic storage;
- (b) store any garbage, recyclable materials or flammable materials within any Storage Area;
- (c) do anything within any Storage Area which causes damage or unreasonable interference with any neighbouring Lot or Common Property;
- (d) use a hose in any Storage Area; or
- (e) install any gas or electrical fitting or equipment in any Storage Area.

8.21 Before an Owner or Occupier encloses the Storage Area of a Lot, they must:

- (a) provide the Owners Corporation with a certificate by an appropriately qualified person reasonably acceptable to the Owners Corporation, confirming that the enclosure does not interfere with or prejudice any service; and
- (b) obtain evidence of consent from all relevant Authorities and provide copies of those consents to the Owners Corporation.

9 Moving items within the Residential Scheme

9.1 General Requirements

Each Owner and Occupier must:

- (a) make arrangements with the Owners Corporation or Facilities Manager at least 48 hours before they move furniture or goods through the Residential Scheme; and
- (b) Only move furniture and goods through the Residential Scheme in accordance with instructions given by the Owners Corporation or Facilities Manager; and
- (c) not use the loading dock situated within the Commercial Scheme,

9.2 Regular Deliveries

An Owner or Occupier may make standing arrangements with the Owners Corporation and the Facilities Manager about the regular deliveries to a Lot.

10 Garbage and Recyclable Materials

10.1 Obligations

An Owner or Occupier must:

- (a) periodically take all recyclable materials to the Residential Garbage Area and place them in the receptacles provided for that purpose and not leave garbage or recyclable materials on Common Property; and
- (b) comply with the instructions of the Owners Corporation and Facilities Manager about the storage and removal of garbage and recyclable Materials from their Lot to the Residential Garbage Area; and
- (c) handle recyclable items in accordance with instructions from The Owners Corporation and Facilities Manager and relevant Authorities.

10.2 Owners Corporation

The Owners Corporation is responsible for the storage and removal of garbage and recyclable-materials from the Residential Garbage Area.

10.3 Rules about Garbage and Recyclable Materials

The Owners Corporation may make Rules about the storage and removal of garbage and recyclable materials in the Residential Scheme.

11 Windows

11.1 Cleaning

Unless the Owners Corporation resolves to clean glass in some or all of the windows in the Residential Scheme, an Owner or Occupier must regularly clean or cause to be cleaned the glass in windows and doors of a Lot (even if they are Common Property).

11.2 Treatments

An Owner or Occupier may install curtains, blinds, louvres, shutters and other window and door treatments in a Lot provided they have an appearance from outside the Lot which is consistent with the existing colour scheme of the Building and that part of the Building within which the Lot is located. An Owner or Occupier must have consent from the Owners Corporation to place, install or retain internal curtains, blinds and window and door treatments other than those specified in this clause. No external louvres, shutters, solar film or similar treatments, Shades, blinds, awnings or other shading devices may be placed on the exterior surfaces of any doors or windows.

12 Floor Coverings and Other Acoustic Controls

12.1 Floor Coverings

All Owners and Occupiers must keep all floors in their Lot covered or treated to inhibit the transmission of noise that might unreasonably disturb another Owner or Occupier,

12.2 Consent from the Owners Corporation

An Owner or Occupier must have consent from "the Owners Corporation to remove or interfere with fixed floor coverings or treatments in a Lot.

12.3 General Obligations

An Owner or Occupier must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.



12.4 Equipment and machinery

An Owner or Occupier must ensure that equipment and machinery in a Lot or Common Property does not cause vibrations or noise in another Lot or other part of the Building:

12.5 Power Tools

An Owner or Occupier may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30am to 5.30pm Mondays to Fridays and 9.00am to 3.00pm on Saturdays. They must not use power tools on Sundays or public holidays in New South Wales.

12.6 Playing musical instruments

Subject to this By-Law 12, an Owner or Occupier may play or rehearse on musical instruments (other than percussion instruments) only between 9.00am to 8.00pm. They must not play or rehearse on percussion instruments.

12.7 Playing music

Subject to this By-Law 12, an Owner or Occupier must, not play live or other music which exceeds 65dB(A) at the boundary of a Lot after 11.00pm (or another hour determined by the Owners Corporation acting reasonably).

13 Fire Safety

13.1 General Requirements

Subject to By-Law 7.2, an Owner or Occupier may keep flammable materials in a Lot other than in a Car Space or Storage Area forming part of a Lot if:

- (a) they are used in: connection with the lawful use of the Lot; and
- (b) they are kept in reasonable quantities according to the guidelines of Authorities.

13.2 Compliance with fire control laws

Each Owner and Occupier;

- (a) Must comply with laws about fire safety;
- (b) must not keep flammable materials on Common Property;
- (c) must not interfere with fire safety equipment; and
- (d) must not obstruct fire stairs or fire escapes.

14 Building Works

14.1 Consent

Subject to By-Laws 15 and 22 an Owner or Occupier must have consent from the Owners Corporation to do Building Works in a Lot or in Common Property: The Owners Corporation's consent may include conditions.

14.2 Procedures

Before Building Works are commenced:

- (a) an Owner or Occupier must:
 - (i) obtain necessary consents from the Owners Corporation and Authorities; and
 - (ii) find out where services are located; and



(b) if the Building Works are also "Works" as defined in the Strata Management Statement, the Owners Corporation must, at the Owner's or Occupier's cost, obtain any necessary consent to the Building Works from the Building Management Committee.

14.3 General Requirements.

If Owner or Occupier carries out Building Works, they must:

- (a) comply with any conditions of the Owners Corporation or the Building Management Committee or any Authority attached to its approval; and
- (b) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (c) carry-out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (d) repair any damage and indemnify for any loss caused to Common Property, Shared Facilities or the property of another Owner or Occupier or to other parts of the Building.

14.4 Arrangements with the Owners Corporation

Before Building Works are carried out the Owner or Occupier of the relevant Lot must:

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

15 Load bearing and non load bearing walls

15.1 Alterations to load bearing walls

An Owner or Occupier must have consent from the Owners Corporation and relevant Authorities to damage, alter or remove:

- (a) a load bearing wall in a Lot
- (b) a Common Property load bearing wall on the boundary of a Lot.

15.2 When is consent required?

The Owners Corporation will only consent to alteration to or removal of a load bearing wall if, before an Owner or Occupier carries out the work:

- (a) they provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the proposed alteration or removal of the wall and the method by which the work will be done will not adversely affect the structural integrity of the Residential Scheme or any structure within the Residential Scheme or the Commercial Scheme or any Shared Facility; and
- (b) if the load bearing wall divides two Lots, the Owner of the adjoining Lot consents in writing to the alteration or removal of the load bearing wall.



15.3 Non-Load Bearing Walls

An Owner or Occupier may:

- (a) damage, alter or remove non-load bearing walls in a Lot; and
- (b) make openings in non-load bearing Common Property walls between two adjacent Lots that they own or occupy (subject to the Owner or Occupier obtaining all necessary consents from the Owner of the Lot),

If before they carry out the alteration or removal, they provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the proposed alteration or removal of the non-load bearing wall and the method by which the work will be done will not adversely affect the structural integrity of the Residential Scheme or any structure within the Residential Scheme or the Commercial Scheme or any Shared Facility.

15.4 Owners Corporation may impose conditions

The Owners Corporation may impose conditions if it gives an Owner or Occupier consent to damage, alter or remove a load bearing wall. The conditions must be reasonable in the circumstances and may include conditions to reduce interference with other Owners and Occupiers which might arise from carrying out the works.

16 Security

16.1 Owners Corporation Obligations

The Owners Corporation must take reasonable steps to:

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

16.2 Audio Visual Security

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

- (a) has the power to install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of the Residential Scheme; and
- (b) Close off or restrict by Security Keys access to parts of Common Property; and
- (c) allow the Strata Manager, Facilities Manager and security personnel to use part of Common, Property to operate or monitor security of the Residential Scheme. The Owners Corporation may exclude Owners or Occupiers from using these parts of Common Property.

16.3 Further Owners Corporation's obligations

When it exercises its rights under this By-Law, the Owners Corporation must not unreasonably:

- (a) shut down or interfere with the integrated security system for the Building; or
- (b) restrict access to parts of Common Property which are Shared Facilities.

16.4 Owner and Occupier Obligations

An Owner or Occupier must:

- (a) not interfere with security cameras or surveillance equipment; and
- (b) not do anything that might prejudice the security or safety of the Residential Scheme; and
- (c) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

16.5 Security Keys

The Owners Corporation may charge the Owner or Occupier a fee or bond if they want extra or replacement Security Keys, Security Keys belong to the Owners Corporation.

16.6 Obligations in relation to Security Keys

Each Owner and Occupier must:

- (a) take all reasonable steps not to lose Security Keys; and
- (b) notify the Owners Corporation immediately if they lose a Security Key; and
- (c) not copy a Security Key; and
- (d) not give a Security Key to someone who is not an Owner or Occupier or the Owners Corporation; and
- (e) comply with the reasonable instructions of the Owners Corporation or the Facilities Manager and any Rules about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

16.7 Installing Security Devices

An Owner and Occupier may not install external security devices including, without limitation, screens, grilles on external doors or windows of a Lot or on Common Property.

16.8 Alarms

An Owner or Occupier may install a security alarm in a Lot without consent from the Owners Corporation only if;

- (a) the alarm is a "back to base" facility; and
- (b) the alarm is silent; and
- (c) the alarm does not have flashing lights; and
- (d) the installation is not attached to and does not interfere with Common Property; and
- (e) the installation is not attached to and does not interfere with a Shared Facility,

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

- (a) Common Property, the Owner or Occupier must have consent from the Owners Corporation before they install the alarm; or
- (b) a Shared Facility, the Owner or Occupier must obtain consent from the Building Management Committee before they install the alarm.

17 Common Property Damage

17.1 General Requirements

Subject to the By-Laws and the Strata Management Statement; each Owner and Occupier must:

- (a) only use Common Property and equipment situated on Common Property for their intended purposes; and
- (b) notify the Owners Corporation if they become aware of any damage to or a defect in Common Property or any equipment situated on Common Property; and



(c) compensate the Owners Corporation for any damage to Common Property or any equipment on Common Property caused by the Owner or Occupier; their visitors or persons doing work or carrying out Building Works in the Residential Scheme on their behalf.

17.2 Consent

Subject to the By-Laws and the Strata Management Statement, each Owner and Occupier must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment; or
- (d) do anything which might invalidate, suspend or increase the premium or any other change on any insurance policy effected by the Owners Corporation.

18 Traffic

18.1 Owners Corporation Powers

In addition to its powers under the Management Act and subject to the Strata Management Statement, the Owners Corporation has the power to:

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

19 Parking on Common Property

19.1 An Owner or Occupier may only park or stand a vehicle on Common Property other than designated Car Spaces with prior consent from the Owners Corporation.

19.2 Each Owner and Occupier must:

- (a) not park in any car space designated from time to time as visitor parking; and
- (b) ensure that any visitor parks only in car spaces designated from time to time as visitor parking and that they obey any Rules made in relation to visitor parking.

20 Animals

20.1 Keeping Animals

An Owner or Occupier may keep:

- (a) goldfish or other similar fish in secure indoor aquarium;
- (b) one cat;
- (c) one small dog;
- (d) one small caged bird.

20.2 Other than animals specified in By law 20,1 or a guide dog, hearing dog or other animal trained to assist to alleviate the effects of a disability, an Owner or Occupier must not, without the prior written approval of the Owners Corporation keep any animal within a Lot or on Common Property.

20.3 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal within a Lot.

20.4 Visitors' Animals

An Owner or Occupier must not allow a visitor to bring an animal into the Residential Scheme unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability.

21 Rules

21.1 Owners Corporation may make Rules

The Owners Corporation may:

- (a) make Rules about the security, control, management, operation, use and enjoyment of the Residential Scheme; and
- (b) add to or change the Rules at anytime..

21.2 Compliance

All Owners and Occupiers must comply with the Rules.

21.3 Inconsistencies

If a Rule is inconsistent with a By-Law, the Strata Management Statement or a requirement of an Authority, then the By-Law, Strata Management Statement or requirement of an Authority prevail to the extent of the inconsistency.

22 Applications and complaints

22.1 Complaints

An Owner or Occupier must make any complaints to the Owners Corporation in writing and address them to the Strata Manager.

22.2 Making an application

The Owners Corporation may, either generally or in specific cases, specify the plans, drawings and other documents which an Owner or Occupier must submit with an application under the By-Laws.

22.3 What information must be Included in an application?

An application for consent under the By-Laws must:

- (a) be in writing; and
- (b) include the plans, drawings and other documents specified by the Owners Corporation for the type of works for which approval is sought; and
- (c) include enough information to give the Owners Corporation enough information to make a decision about the application.

22.4 Lodging applications

An Owner or Occupier who makes an application ("Applicant") must address the application to the Strata Manager.

22.5 Appointing consultants

The Owners Corporation may appoint consultants to review and make recommendations about applications to it under the By-Laws.

22.6 Paying the costs for a consultant

The Owners Corporation may require an Applicant to pay the reasonable costs of consultants they appoint.

22.7 Time frame for making a decision

Subject to the Applicant complying with the requirements of this By-Law, the Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (where the Applicant is not required to provide further information) or 10 Business Days after the Owners Corporation receives the last of the further information requested or the consultant's report (where the Applicant is required to provide further information or a consultant has been appointed), or another period agreed between the parties.

22.8 Notifying the Applicant of a decision

The Owners Corporation must immediately advise an Applicant in writing when they have made a decision about an application. The advice must clearly describe any conditions which attach to any approval and, if the application is not approved, explain in full detail the reasons for the decision.

22.9 Conditional approvals

The Owners Corporation may make conditions if they approve an application.

The conditions may include:

- (a) a reasonable time frame in which the works must be completed; and
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing the Common Property or the relevant Lot.

22.10 Revocation

The Owners Corporation may revoke their approval if an Applicant does not comply with the conditions for the approval.

23 Consents

23.1 Mode of Consent

Unless a By-Law states otherwise, consents under the By-Laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

23.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give consent under the By-Laws and each Owner or Occupier affected by the consent must comply.

23.3 Revocation

The Owners Corporation Or the Executive Committee May revoke their consent if an Owner or Occupier who is the applicant for or is affected by a consent does not comply with:

- (a) conditions made by them when they gave consent; or

(b) the By-Law under which they gave consent.

24 Records

24.1 General Requirements

In addition to the books and records which the Owners Corporation must maintain under the Management Act, the Owners Corporation must maintain all correspondence, agendas, minutes and other documents relating to:

(a) the Building Management Committee; and

(b) the Strata Management Statement.

24.2 Obligations of the Owners Corporation

The Owners Corporation must:

(a) maintain the records under By-Law 24.1 for at least seven years; and

(b) make the records available for inspection under section 108 of the Management Act.

25 Enforcement

25.1 Powers of the Owners Corporation

The Owners Corporation may do anything on a Lot that an Owner or Occupier should have done under the Management Act, the Strata Management Statement or the By-Laws but which that Owner or Occupier has not done or in the opinion of the Owners Corporation acting reasonably, has not done properly.

25.2 Entering a Lot

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

25.3 Recovery of money

The Owners Corporation may recover any money owed to it under the By Laws as a debt.

25.4 Management Act

The powers of the Owners Corporation under this By-Law are in addition to those which it has under the Management Act.

26 Facilities Manager

26.1 Agreement

In addition to its powers under the Management Act, the Owners Corporation has the power both as a member of the Building Management Committee and in its own right to appoint and enter into agreements with a Facilities Manager to provide management and operational services for the Building and the Residential Scheme.

26.2 Terms of the agreement

The agreement may have provisions about:

- (a) the rights of the parties to the agreement and the Facilities Manager to terminate the agreement early; and
- (b) the rights of the Facilities Manager to assign the agreement,

26.3 Remuneration

The remuneration for the Facilities Manager is at the discretion of the Owners Corporation and the parties to the agreement.

26.4 Owners and Occupiers Obligations

An Owner or Occupier must not:

- (a) interfere with or stop the Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation or the Building Management Committee; or
- (b) interfere with or stop the Facilities Manager or Strata Manager using Common Property that the Owners Corporation permits them to use.

27. Hunter Water

Hunter Water Corporation

1. In this By-Law the following provisions apply:

Accessible means the unfettered and unencumbered ability of Hunter Water to access the Master meter and the Sub meters for reading and recording purposes.

Automated Meter Reading means the system to be developed by Hunter Water for implementation in the future as another means of reading meters.

Common Property has the same meaning as in the *Strata Schemes Management Act 1996* (NSW).

Hunter Water means Hunter Water Corporation, a public authority within the meaning given to that term in the *Strata Schemes Management Act 1996* (NSW) and a state owned corporation within the meaning given to that term in the *State Owned Corporations Act 1991* (NSW) its successors and assigns.

Hunter Water Design Criteria means the Hunter Water design criteria as varied from time to time.

Lot has the same meaning as in the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Occupier means any person in lawful occupation of the Lot.

Owner means the registered proprietor for the time being of any Lot, their successors and assigns.

Owners Corporation means a corporation constituted under section 11 of the *Strata Schemes Management Act 1996* (NSW).

Sub meter means the sub meter installed for each Lot to record the amount of water used by each Owner or Occupier.

2. All Owners and Occupiers of Lots must:

- a) ensure all water connections (including the water meter assembly) are approved by Hunter Water and are installed in accordance with Hunter Water Design Criteria and ensure that all water connections including the water meter assembly are repaired and maintained at the sole expense of the Owner as required by Hunter Water (acting reasonably) from time to time;
- b) modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;

- c) ensure the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
- d) ensure that the water meter assembly is not installed behind fences or in an enclosed area or confined space;
- e) ensure that the position of the water meter assembly minimises the risk of harm to Hunter Water employees/contractors. This includes the hazards such as pets, overgrown vegetation or any other obstruction in the vicinity of the water meter which would prevent safe access to the meter for reading and maintenance;
- f) pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Water's Customer Contract;
- g) comply with any request by Hunter Water to upgrade the water meter assembly to enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so;
- h) when requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners Corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items;

3. Either the Owners Corporation or Hunter Water may give a notice to the Owner or Occupier of a Lot requiring the Owner or Occupier to comply with the terms of this by-law. If any Owner or Occupier fails to comply with any requirement relating to access to the Lot or any part of the Lot or repair and maintenance of the Hunter Water meter, the meter assembly or any water equipment within a reasonable time after receipt of a notice requiring compliance, the Owners Corporation or Hunter Water may take such steps as may be reasonable to secure such access or to carry out the relevant repair and maintenance at the expense of the Owner or Occupier of the Lot.

Special By Law 1-Internal Courtyards

1.1 Items on Internal Courtyards

Subject to the other requirements of this By Law an Owner or Occupier may keep the following items on a Courtyard:

- (a) Pot plants and planter boxes; and
- (b) Occasional furniture; and
- (c) Recreational equipment including bicycles; and
- (d) Other items approved by the Owners Corporation.

1.2 General requirements for Internal Courtyards.

An Owner or Occupier must:

- a) Keep items on the Courtyard clean and in a tidy manner and in good condition and well maintained; and
- b) Ensure that items on the Courtyard are of a high quality and finish and are in keeping with the appearance of the building; and
- c) When watering plants on the Courtyard, take steps to ensure that water does not leave the Courtyard; and
- d) Ensure that any plants or landscaping on the Courtyard is kept neat and tidy and that no landscaping hangs or grows over the edge of the Courtyard; and
- e) Not install or construct additional bayonets or gas outlets on the Courtyard; and
- f) Not hang laundry, bedding or other articles over the courtyard railing; and
- g) Not keep flammable materials or items which are likely to cause damage or injury to any person or property in the Courtyard; and
- h) Not use the Courtyard as a general storage area. Storage for excess goods is provided for each lot in the garage area; and

- i) Not install air conditioning condenser or similar equipment on the courtyard; and
- j) Not use a portable barbeque in the Courtyard area.

1.3 Owners corporation powers

The Owners Corporation may require an Owner or Occupier, at their cost, to remove items from the Balcony that are not Common Property (and to replace those items) to enable the Owners Corporation to:

- a) inspect Common Property;
- b) maintain, repair and replace Common Property;
- c) comply with the obligations of the Owners Corporation under the By-Law of the Strata Management Statement, or any consent or requirement of any Authority or the Management Act.

1.4 Balcony Furniture

An Owner or Occupier does not need consent from the Executive Committee to keep outdoor furniture on the Balcony provided that the outdoor furniture is of a high quality and finish and is otherwise in keeping with the appearance of the Building and complies with any requirements set out in the Strata Management Statement or By-Laws.

1.5 Removing furniture, pots etc

Each Owner or Occupier must immediately remove furniture and landscaping from a Balcony-if:

- a) they do not comply with their obligations under this By-Law; or
- b) the furniture or landscaping causes (or may cause) damage to another part of the Building.

The seal of The Owners-Strata Plan No 91174 was affixed on 9th October 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s):

Name(s) [use block letters]:

Authority:

[Handwritten Signature]

DONNA BARTLEY

STRATA MANAGING AGENT



ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 91174 was affixed on 9th OCTOBER 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: Bantley Name: DONNA BARTLEY Authority: STRATA MANAGING AGENTS

Signature: Name: Authority:

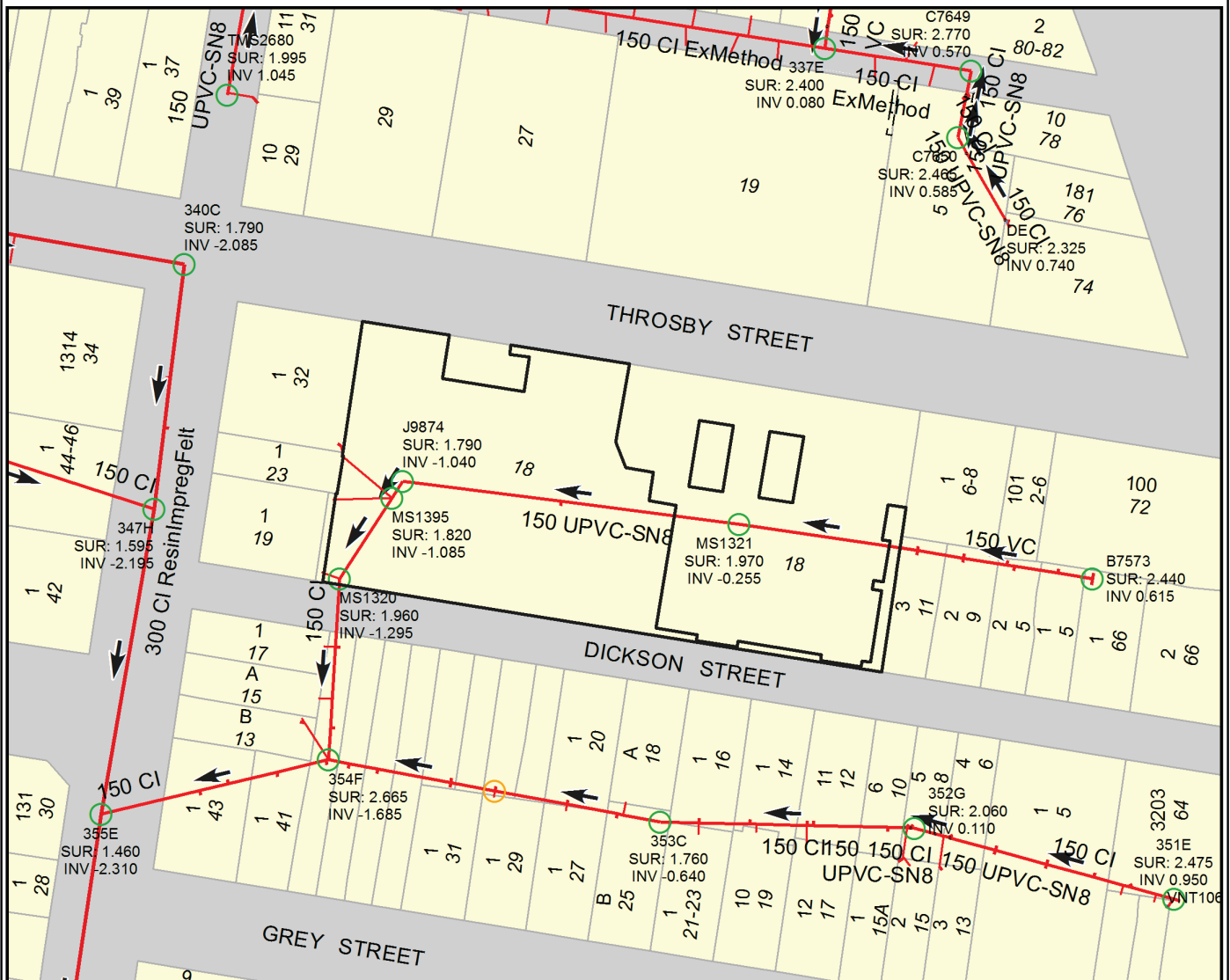
^ Insert appropriate date

* Strike through if inapplicable.



RATEABLE PREMISE NO.: 9990220000

LOT/SECTION/DP:SP: CP//SP 91174



SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION



**City of
Newcastle**

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Platypus Conveyancing
100 Parkes Road
Collaroy Plateau NSW 2097

Certificate No: PL2025/05169
Fees: \$71.00
Receipt No(s): D003560319

Your Reference: PC 1985

Date of Issue: 08/10/2025

The Land: Lot 20 SP 91174 120/18 Throsby Street Wickham NSW 2293
--

Advice provided on this Certificate:

Advice under section 10.7(2): see Items 1 – 25

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 8/10/2025. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

City of Newcastle

PO Box 489
NEWCASTLE NSW 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Contact Centre

Ground floor,
12 Stewart Avenue
Newcastle West NSW 2302

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and development control plans

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

- B. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land.

Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone MU1 Mixed Use

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone MU1 Mixed Use

- **Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To support nearby or adjacent commercial centres without adversely impacting on the viability of those centres.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in, permitted without consent or prohibited

- **Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Open cut mining; Resource recovery facilities; Rural industries; Secondary dwellings; Semi-detached dwellings; Sewage treatment plants; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recycling facilities; Water supply systems

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**

There are no minimum land dimensions for the erection of a dwelling-house that apply to this site.

- **Critical habitat:** The land does not identify as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**

The land is not within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

- **Heritage conservation area**

The land is not within a heritage conservation area under an environmental planning instrument.

- **Heritage items**

There are no heritage items listed under an environmental planning instrument.

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.11 Development Contributions Plan:

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

Section 7.12 Development Contributions Plan:

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.

Section 7.24 Housing and Productivity Contribution:

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

NOTE: For further information visit the Department of Planning website.

Section 7.32 Affordable Housing Contributions Scheme:

The Affordable Housing Contributions Scheme allows the City of Newcastle to impose a condition of consent requiring an affordable housing contribution for certain residential development. It does not apply to Development Applications lodged before 12 September 2025.

4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

State Heritage Register

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

Other Heritage Item

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

Environmentally Sensitive Area or Environmentally Sensitive Land

Except as otherwise provided by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land is NOT within an environmentally sensitive area.

State Heritage Exemption

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

Draft Heritage Item

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

Heritage Conservation Area

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

Reserved for a Public Purpose

The land is NOT reserved for a public purpose by an environmental planning instrument.

Acid Sulfate Soil

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Significantly contaminated land

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

Biobanking agreement or property vegetation plan

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* (now repealed) or a property vegetation plan approved under the *Native Vegetation Act 2003* (now repealed).

Private land conservation agreement or set aside area

Council does not have information to identify whether the land is subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Buffer area, river front area, ecologically sensitive area or protected area

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

Coastline hazard, coastal hazard or coastal erosion hazard

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

Foreshore area

The land is NOT in a foreshore area.

25 ANEF contour or higher ANEF contour

The land is NOT in the 25 ANEF contour or higher ANEF contour.

Special area

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

Unsewered land

The land is NOT unsewered land in the Sydney Drinking Water Catchment or in any other drinking water catchment identified in any other environmental planning instrument.

Schedule 5 of the Codes SEPP

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

Area of Declared Critical Habitat

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

Listed on the State Heritage Register

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is NOT described or otherwise identified on a map specified in Schedule 4 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Siding Spring Observatory

The land is NOT within 18 kilometres of Siding Spring Observatory.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.
Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. Road widening and road realignment

NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affectation by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

9. Flood related development controls

9(1) The land or part of the land is within the flood planning area for local catchment flooding and subject to flood related development controls.

9(2) The land or part of the land is not between the flood planning area for local catchment flooding and the

probable maximum flood (PMF) and subject to flood related development controls.

Our information currently indicates that the property is, or contains, flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

The Newcastle Development Control Plan (DCP) and Newcastle Local Environmental Plan (LEP) include flood related development controls that apply to development on flood prone land. The DCP and LEP can be viewed on our website.

NOTE: More detailed flood information specific to the property is available on a Flood Information Certificate. Application forms for these certificates are available on the City of Newcastle website <https://www.newcastle.nsw.gov.au/about-us/forms-and-publications>

10. Council and other public authority policies on hazard risk restrictions

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination: We have land contamination information/records in relation to this property. City of Newcastle has a policy restricting development or imposing conditions on properties affected by land contamination. Refer to Section B7 Land contamination of Newcastle Development Control Plan 2023, which is available to view and download from City of Newcastle's website.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

13. Mine Subsidence

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. Property vegetation plans

Not applicable. The *Native Vegetation Act 2003* (now repealed) did not apply to the Newcastle local government area.

16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

18. Orders under Trees (Disputes Between Neighbours) Act 2006

CN HAS NOT been notified that an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

21. Development consent conditions for seniors housing

Council is not aware of any condition of a development consent, granted after 11 October 2007, being referenced by section 88(2) of *State Environmental Planning Policy (Housing) 2021*.

22. Site compatibility certificates and development consent conditions for affordable rental housing

- (a) Council is not aware of a current or former Site Compatibility Certificate in relation to proposed development on the land.
- (b) Council is not aware of any condition of development consent being referenced by section 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021*.
- (c) Council is not aware of any condition of development consent of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. Water or sewerage services

City of Newcastle does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

NOTE: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24. Special Entertainment Precinct

The land is NOT AFFECTED by a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

25. Matters prescribed under the Contaminated Land Management Act 1997

Note: There are no matters prescribed by section 59(2) of the *Contaminated Land Management Act 1997* to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.

Issued without alterations or additions, 08/10/25
Authorised by

JEREMY BATH
CHIEF EXECUTIVE OFFICER



Standard form from 28 September 2020

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON **AT**

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

Note: The above information **must** be provided for landlord(s), whether or not there is a landlord's agent

Address for service of notices (can be an agent's address):

Suburb:

State:

Postcode:

Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Landlord's agent details: *[If applicable]*

Agent name:

The Trustee for Your Agency Property Management

Business address for service of notices:

3/102 Tudor Street

Suburb:

Hamilton

State:

NSW

Postcode:

2303

Contact details: *[This must include a telephone number]*

Chris Rousos M: 0422 149 813 W: (02) 4023 8440

Tenant's agent details: *[If applicable]*

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

The term of this agreement is –

- ☐ 6 months
- ☐ 12 months
- ☐ 2 years
- ☐ 3 years
- ☐ 5 years
- ☐ Other (please specify):

52 weeks
- ☐ Periodic (no end date)

starting on

14 / 10 / 2024

 and ending on

12 / 10 / 2025

[Cross out if not applicable]

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

Residential premises:The residential premises are *[Insert address]*:

120/18 Throsby Street, Wickham, NSW 2293

The residential premises include:

As per condition report provided by Your Agency

*[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]***Rent:**The rent is \$

670.00

 per

week

 payable in advance starting on

18 / 10 / 2024

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number: 012-670

account number: 4064 - 725 - 93

account name: Your Agency Enterprises Pty Ltd Trust Account

payment reference: Your Name/s

, or

(b) to at by cash, or

(c) as follows:

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$ 1840.08 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
- ☐ the landlord's agent, or
- ☒ NSW Fair Trading through Rental Bond Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: QEA Ltd - Dean Brennan Telephone: 0410 537 861

Plumbing repairs: J&S Olsen Plumbing Telephone: 0417 210 790

Other repairs: Telephone:

Water usage

Will the tenant be required to pay separately for water usage? ☐ Yes ☐ No

If yes, see clauses 12 and 13.

Utilities

Is **electricity** supplied to the premises from an embedded network? ☐ Yes ☒ No

Is **gas** supplied to the premises from an embedded network? ☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

- ☐ Hardwired smoke alarms
☐ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☒ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☐ Yes ☒ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☐ Yes ☐ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☐ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

☐ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7. The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in section 3 of the Residential Tenancies Act 2010.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
 - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

e) have adequate plumbing and drainage, and

f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

a) are in a reasonable state of repair, and

b) with respect to the floors, ceilings, walls and supporting structures - are not subject to significant dampness, and

c) with respect to the roof, ceilings and windows - do not allow water penetration into the premises, and

d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.

25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.

26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the

landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is '**published**'.

29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED [Cross out clauses if not applicable]

- 38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

- 40.** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out clauses if no rental bond is payable]

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

~~**45. The landlord agrees** to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

~~[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]~~

~~**46. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:~~

~~**46.1** the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~**46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

54. The tenant agrees:

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

~~55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.~~

Insert any other agreed additional terms here.
Attach a separate page if necessary.

NOTES

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the

agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).
Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Chris Rousos

Signature of landlord/agent

Chris Rousos

on the 14th day of October 2024

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent

Chris Rousos

on the 14th day of October 2024

SIGNED BY THE TENANT (1)

Name of tenant

Robert Preston

Signature of tenant

Robert Preston

Robert Preston (Oct 15, 2024 16:35 GMT+11)

on the day of 20__

SIGNED BY THE TENANT (2)

Name of tenant

Marilyn Preston

Signature of tenant

Marilyn Preston

Marilyn Preston (Oct 15, 2024 16:36 GMT+11)

on the day of 20__

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant

on the day of 20__

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Signature of tenant


Robert Preston (Oct 15, 2024 16:35 GMT+11)


Marilyn Preston (Oct 15, 2024 16:36 GMT+11)

on the day of 20__

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au