

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	THE CRESCENT DEVELOPMENT PTY LIMITED ACN 159 859 677 19 Westward Street, Kareela NSW 2232	
vendor's solicitor	Edmond Khoury Solicitor Tel: (02) 9589 1314 Fax: (02) 8088 1180 19 Westward Street, Kareela NSW 2232 email: Edmond.khoury@eksolicitors.com.au	
date for completion	42 nd	after the date of the contract (Clause 15)
land (address, plan details and title reference)	Unit , 10 Court Road, Fairfield NSW 2165 Lot in Registered Strata Plan 109465 Folio Identifier: /SP109465	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(5% 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 <hr/> Vendor <hr/> Vendor	Signed by <hr/> Purchaser <hr/> 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: <hr/> Signature of authorised person Signature of authorised person <hr/> Name of authorised person Name of authorised person <hr/> 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: <hr/> Signature of authorised person Signature of authorised person <hr/> Name of authorised person Name of authorised person <hr/> Office held Office held

Choices

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

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

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

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

Land tax is adjustable

NO yes
 NO yes in full yes to an extent
 NO yes

GST: Taxable supply

Margin scheme will be used in making the taxable supply

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: The Crescent Development Pty Limited

Supplier's ABN: 45 159 859 677

Supplier's GST branch number (if applicable):

Supplier's business address: 19 Westward Street, Kareela NSW 2232

Supplier's representative: Edmond El Khoury

Supplier's contact phone number: 0295891314

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

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

Dependable Strata
8/23-25 Forest Road, Arncliffe NSW 2205
Tel: 0280656266
Email: tets@dependablestrata.com.au

CERTIFICATE UNDER SECTION 66W OF
THE CONVEYANCING Act 1919

Vendor: The Crescent Developmkent Pty Limited

Purchaser:

Property: 10 Court Road, Fairfield NSW 2165

I,

Solicitor certify as follows;

- a) I am a Solicitor currently admitted to practice in New South Wales.
- b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.
- c) I do not act for the Vendor and I am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member of a firm of which a solicitor acting for the Vendor is a member or employee.
- d) I have explained to the Purchaser;
 - i) The effect of the contract for the purchase of the Property,
 - ii) The nature of this certificate,
 - iii) The effect of giving this certificate to the Vendor, i.e. that there is no cooling off period in relation to the contract.

Dated:

Signature:

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> ● issued by a <i>bank</i> and drawn on itself; or ● if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served 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

7.1 *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 –

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

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

7.1.3 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 earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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.

SPECIAL CONDITIONS

33. GENERAL

- 33.1 These special conditions shall prevail in any conflict between these special conditions and the printed clauses of this contract.
- 33.2 Heading and marginal notes have been inserted into these further clauses for guidance only and do not form part of this Contract and do not affect the interpretation of this document.
- 33.3 Unless the contract otherwise requires the singular to include the plural and vice versa, words importing a gender include every other gender, and persons include a corporation.
- 33.4 Each clause and Sub-clause of the contract shall be severable from each other clause, and sub-clause and the invalidity or unenforceability of any clause or sub-clause for any reason shall not prejudice or in any way affect the validity or enforceability of any other clause or sub-clause.
- 33.5 The purchaser will on Exchange of this contract, furnish the vendor with a validly executed Certificate according to Section 66W of the Conveyancing Act.
- 33.6 Notwithstanding anything Contained in the printed clause of the contract completion of this contract will not be conditional or dependent upon any matter whatsoever unless it is contained or disclosed as a special condition in this contract.

34. CONDITIONS OF SALE BY AUCTION

The property intended to be sold at auction

Bidders Record means that Bidders Record to be kept according to Clause 18 of the Property Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002.

- 34.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land.
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator

and the auctioneer's decision is final.

- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for on behalf of another person.
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

34.2 The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land.

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- (c) When making a bid on behalf of the seller or accepting, a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

35. ALTERATION TO CONTRACT

Each party hereof authorizes him, her or their solicitor or any employee of that solicitor up until the date of this contract to make alterations to this contract including the addition of annexures after execution up until the date of the exchange of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this contract as it was annexed before the contract being executed.

36. AGENCY

36.1 The purchasers warrant that he was not introduced to the Vendor of the property by or through any agent other than the agent (if any) named on the front page of this contract.

36.2 The purchaser agrees to indemnify and keep indemnified the Vendor against any claim or claims by any agent or other person for a commission or otherwise in respect of the sale which forms a breach of the purchaser's warranty.

36.3 Rights under this clause shall not emerge on completion.

37. DEATH, MENTAL ILLNESS, BANKRUPTCY, LIQUIDATION ETC.

Without in any manner negating, limiting, or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been

included herein it is agreed that should the Purchaser, or if more than one any one of them before completion.

- (a) Die or become mentally ill (as defined in the Mental Health Act 1958) then the Vendor may rescind the contract by notice in writing to the purchaser or the solicitor of the purchaser named in this contract whereupon this contract shall be at an end and the provisions of Clause 19 shall apply: or
- (b) enter into any scheme or make any assignment for the benefit of creditors or, if the Purchaser is a company, resolve to go into liquidation or enter into any scheme or arrangement with its creditors under legislation or should any liquidator, receiver, or official manager be appointed in respect of the purchaser then the purchaser shall be deemed to be permanently in default of an essential condition of this Contract.

38. PAROL EVIDENCE RULE

- 38.1 The Purchaser acknowledges and agrees that the provisions of this contract for sale constitute the complete agreement and understanding between the parties and that there is no other, understanding, agreement warranty, or representation whether expressed or implied in any way extending, defining, or otherwise relating to the provisions of this Contract for sale or binding on the parties hereto with respect to any of the matters to which the contract for sale relates.
- 38.2 The purchaser acknowledges and agrees that he does not rely on any other letter, document, correspondence, or arrangements set out in this written agreement.
- 38.3 The Vendor shall not be bound by any information or particulars contained in any advertisement or any pamphlets or any plan issued or exhibited before or at the time of sale and the purchaser acknowledges and agrees that he shall not because of any discrepancy or misdirection therein make any requisition, claim, or demand.

39. INSPECTION AND CONDITION OF PROPERTY:

- 39.1 The purchaser acknowledges and agrees that he has relied entirely upon his inquiries relating to and inspection of the property the improvements thereon and any inclusions included in this Contract and that he accepts the property. The improvements thereon and any inclusions included in this contract in their present condition and state of repair (subject to fair wearing and tear before completion) and including any defects whether latent or patent.
- 39.2 The Purchaser warrants to the Vendor that it has inspected the property and has made all prudent inquiries in respect of the property and the condition of the property.
- 39.3 Title to the inclusions shall only pass on completion of this Contract and the Vendor shall not be required to give formal delivery thereof.
- 39.4 The Purchaser shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate because of any matter or thing noted, disclosed, referred to in, or arising out of this clause.

40. NO WARRANTY BY VENDOR AS TO USE AND THE PROPERTY

The purchaser warrants to the Vendor that it has satisfied itself on all matters relating to the use of the property because the Vendor gives no warranty as to the use to which the property may be put.

41. DEPOSIT AND REDUCED DEPOSIT

41.1 The deposit is payable in the following manner

42. PAYMENT OF DEPOSIT BY BOND

- 42.1 Instead of paying the deposit under clause 41.1, the purchaser may deliver a deposit guarantee bond or bank guarantee ("Bond") to the vendor on or before the date of this contract
- 42.2 On completion the purchaser must pay the vendor in cash or by unendorsed bank cheque the amount of the deposit.
- 42.3 If the Vendor gives the purchaser a notice in writing claiming forfeiture of the deposit under this contract, then the purchaser must pay to the Vendor within two(2) clear business days of receiving that notice the amount of the deposit.
- 42.4 If the purchaser does not comply with these provisions the purchaser is immediately, without notice, in breach of an essential obligation under this contract and the vendor may demand payment from the issuer of the Bond of the whole amount stipulated in the Bond.
- 42.5 It is an essential provision of this contract that the purchaser complies with this clause. If the purchaser does not comply with its obligations under this clause the vendor may elect in its absolute discretion to
 - (a) terminate this contract and forfeit the Bond or
 - (b) treat the non-compliance as a deemed failure to pay the deposit

43. COMPLETION AND NOTICE TO COMPLETE

- 43.1 If completion has not taken place on or before the due date then either party shall be entitled to serve upon the other a Notice to Complete requiring completion not less than fourteen (14) days after the date of such notice calculated exclusive of the date of service but inclusive of the completion date and providing on the last day of the notice a time between 10.00 am and 4.00 pm and making time of the essence of the Contract.
- 43.2 It is hereby acknowledged and declared between the parties that the period specified in the Notice to Complete referred to in this clause shall be sufficient for all purposes both at law and in equity.
- 43.3 Despite any other provision contained in this contract if the purchaser fails to complete this contract and a notice to complete is served by the vendor's solicitor then the purchaser shall be liable for the vendor's legal cost for preparation and service of the Notice to Complete in the agreed sum of \$385.00 (inclusive of GST)
- 43.4 The purchaser acknowledges that payment of such sum on or before completion is an essential condition of this contract and completion.

44. INTEREST FOR LATE COMPLETION

- 44.1 The Purchaser covenants and agrees if for any reason whatsoever not attributable to the default of the Vendor this Contract shall not be completed on or before the completion date the Purchaser shall thereafter but without prejudice to any other right of the Vendor as provided in this contract or otherwise pay to the Vendor interest on any monies then remaining owing under this Contract at the rate of ten per cent (10%) per annum calculated daily for the period commencing on and including the completion date until the date of payment to the vendor, both dates inclusive and continuing up to and including the date of completion.
- 44.2 Any such interest shall be in addition to any other monies payable under this contract.
- 44.3 Any such interest referred to in Clause 44.1 above shall be liquidated debt due to the Vendor and shall immediately be recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement against the purchaser (and where there is more than one purchaser against the purchases separately and together) and collection of payment and shall be payable by the purchaser to the Vendor upon completion.
- 44.4 The vendor shall not be required to complete unless payment is made on or before the settlement
- 44.5 It is agreed that any amount payable under this clause is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

45. ENCUMBRANCES

- 45.1 The Purchaser agrees that he shall not be entitled to make or take any objection requisition, claim, or delay completion whatsoever regarding any mortgage, caveat, or land tax charge affecting the property at or before completion and will upon completion except such mortgage or caveat as may be applicable and/or a clear land tax certificate in satisfaction of the vendor's obligations to give to the

purchaser and unencumbered legal title to the property on completion. With prejudice to the generality of the foregoing. The purchaser agrees that

- (i) the purchaser shall not be entitled to delay completion of this contract on the basis that at the time stipulated for completion, any such mortgage or caveat or land tax charge continues to affect the property; and
- (ii) the purchaser shall not be entitled to deny the validity of a Notice to Complete served according to this contract on the basis that such mortgage or caveat or land tax charge continued to affect the property at the time when the Notice to Complete was served.

45.2 The vendor shall allow the purchaser to deduct from the balance of the price payable on completion. An amount equivalent to the registration fees payable to the NSW Land Registry Services of any such discharge of mortgage, withdrawal of caveat, or both as may be applicable.

46. REQUISITIONS ON TITLE

The Purchaser acknowledges that the form of requisitions on the title the purchaser is entitled to raise according to Clause 5 will be in the form of the requisitions on title annexed hereto.

47. SWIMMING POOL (IF APPLICABLE):

The Vendor does not warrant that the swimming pool (if there is one included) complies with the requirements imposed by the Swimming Pool Act 1992 and the regulations prescribed under the Act.

48. TENANCIES:

- 48.1 If the property is sold subject to any tenancy residential or commercial, the purchaser cannot make a claim, claim for compensation or requisition or rescind or terminate or delay completion if any tenant vacates any part of the property on or before completion.
- 48.2 The Vendor does not warrant that any lease will be in force at the completion date.
- 48.3 The Purchaser has satisfied itself with any existing lease.
- 48.4 Excluded from the sale are any tenant's fixtures and fittings and the purchaser acknowledge that it relies entirely on its inquiries in identifying them and cannot make a claim or requisition or delay completion, rescind or terminate in relation to any such items.

49. NOTICES:

- 49.1 In addition to the provisions of Clause 20.6 of this contract, service of any notice or document under or relating to this contract may be affected and shall be sufficient service on a party if sent to that party or

party's solicitor by delivery, document exchange system, prepaid post facsimile and such service of any notice or document shall be deemed to be served on that party personally.

49.2 Subject to Clause 20.6 of this Contract, all notices or documents will be deemed to have been duly given or sent

- (a) if delivered. Upon delivery,
- (b) if sent by prepaid letter, upon the second Business Day after the date upon which it was posted; and
- (c) if sent by facsimile transmission the same day after it is sent by facsimile transmission except where the sending party's transmission indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete malfunctioned or corrupted transmission in which case the facsimile transmission will be deemed not to have been given or made.

49.3 The parties agree that in any notice given to the other party fourteen (14) days shall be agreed to be reasonable notice and, in this respect, time shall be and shall be deemed to be of the essence of the contract.

50. GOODS & SERVICES TAX (MARGIN SCHEME)

50.1 This clause shall apply notwithstanding anything else herein contained and notwithstanding that the "GST information" boxes appearing on page 1 of the printed form of the contract have been marked or not

50.2 In this Clause, "Act" means the Act called "A New Tax System (Goods and Services Tax) Act 1999".

50.3 The Purchaser warrants to the Vendor that the property will be used by the Purchaser predominantly for residential accommodation within the meaning of the Act.

50.4 If the property referred to herein represents a taxable supply in respect of which the Vendor is and will be liable to pay GST then the Purchaser acknowledges and agrees that if GST becomes payable on or after completion then the following clauses will apply.

- (a) the Vendor is registered or required to be registered under A New Tax System (Goods and Services Tax) Act 1999, and
- (b) the Vendor has chosen in those circumstances to apply the margin scheme in relation to the supply to the Purchaser according to this Contract
- (c) the vendor is responsible for the payment of the GST under the margin scheme.
- (d) the price includes GST.

50.5 This clause shall not merge on completion.

51. DEFECTS LIABILITY

51.1 Any Defects which appear in the lot, and of which notice in writing is given to the vendor by the purchaser within ninety (90) days of completion ("the Defects liability period") shall be made good by the vendor's expense within forty-two (42) days of receipt of such notice.

- 51.2 The purchaser shall not give more than two notices pursuant to this special condition.
- 51.3 Nothing in this special condition shall require the vendor to make good any defects prior to the expiration of the defect's liability period.
- 51.4 If any dispute arises in connection with this special condition either the vendor or purchaser may refer the dispute to a single arbitrator nominated by the President of the Master Builders Association and the arbitrator's decision will be final, conclusive, and binding on the parties. The costs of such arbitration shall be paid by the party whom the arbitrator determines
- 51.5 Any matter arising pursuant to this special condition or any dispute in relation thereto, shall not entitle the vendor to terminate or rescind this contract nor delay completion thereof.
- 51.6 This condition shall not merge on completion.

TITLE SEARCH

Computer Folio Certificate issued under
Section 96D of the Real Property Act 1900

No. 42

Search certified to:

16/7/2025 12:28 PM

COMPUTER FOLIO REFERENCE

1/SP109465

EDITION NO. & DATE OF CURRENT CERTIFICATE OF TITLE

1

7/7/2025

Page 1

LAND

LOT 1 IN STRATA PLAN 109465
AT FAIRFIELD
LOCAL GOVERNMENT AREA FAIRFIELD

FIRST SCHEDULE

THE CRESCENT DEVELOPMENT PTY LIMITED

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP109465
2 AU694670 MORTGAGE TO PAYTON SECURITY SERVICES PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

rmawla

PRINTED ON 16/7/2025

42

The Registrar General certifies that at the date and time specified above the person(s) described in the First Schedule was the registered proprietor of an estate in fee simple (or other such estate or interest set out in the Schedule) in the land described, subject to any exceptions, encumbrances, interests, and entries which appear in the Second Schedule.

* 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.



Registrar General

TITLE SEARCH

Computer Folio Certificate issued under
Section 96D of the Real Property Act 1900

No. 41

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COMPUTER FOLIO REFERENCE	
CP/SP109465	
EDITION NO. & DATE OF CURRENT CERTIFICATE OF TITLE	
1	7/7/2025

Page 1

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 109465
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FAIRFIELD

LOCAL GOVERNMENT AREA FAIRFIELD

PARISH OF ST LUKE COUNTY OF CUMBERLAND

TITLE DIAGRAM SP109465

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 109465

ADDRESS FOR SERVICE OF DOCUMENTS:

8 THE CRESCENT,
FAIRFIELD, NSW, 2165

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 L630537 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 DP1191755 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.06 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1311733 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1311733 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

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41

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CP/SP109465

EDITION NO. & DATE OF CURRENT CERTIFICATE OF TITLE

1

7/7/2025

Page 2

SECOND SCHEDULE (9 NOTIFICATIONS) (CONTINUED)

7 DP1311733 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1314683 POSITIVE COVENANT
9 DP1314683 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10035)

STRATA PLAN 109465

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 80	2	- 92	3	- 80	4	- 84
5	- 81	6	- 98	7	- 81	8	- 83
9	- 83	10	- 83	11	- 101	12	- 81
13	- 83	14	- 86	15	- 85	16	- 102
17	- 81	18	- 85	19	- 86	20	- 86
21	- 104	22	- 82	23	- 86	24	- 87
25	- 86	26	- 104	27	- 83	28	- 83
29	- 88	30	- 88	31	- 105	32	- 85
33	- 88	34	- 89	35	- 88	36	- 105
37	- 85	38	- 88	39	- 90	40	- 89
41	- 106	42	- 86	43	- 89	44	- 91
45	- 90	46	- 107	47	- 86	48	- 90
49	- 91	50	- 91	51	- 108	52	- 87
53	- 91	54	- 92	55	- 92	56	- 109
57	- 88	58	- 92	59	- 83	60	- 83
61	- 100	62	- 82	63	- 83	64	- 82
65	- 84	66	- 83	67	- 98	68	- 83
69	- 83	70	- 83	71	- 85	72	- 83
73	- 98	74	- 83	75	- 83	76	- 83
77	- 85	78	- 84	79	- 99	80	- 84
81	- 84	82	- 84	83	- 86	84	- 85
85	- 100	86	- 86	87	- 85	88	- 86

END OF PAGE 2 - CONTINUED OVER

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Registrar General

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16/7/2025 12:25 PM

COMPUTER FOLIO REFERENCE

CP/SP109465

EDITION NO. & DATE OF CURRENT CERTIFICATE OF TITLE

1

7/7/2025

Page 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10035) (CONTINUED)

STRATA PLAN 109465 (CONTINUED)

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
89 -	87	90 -	86	91 -	102	92 -	87
93 -	86	94 -	86	95 -	88	96 -	86
97 -	102	98 -	88	99 -	86	100 -	87
101 -	88	102 -	87	103 -	87	104 -	87
105 -	103	106 -	81	107 -	81	108 -	81
109 -	135	110 -	113	111 -	184	112 -	37

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

rmawla

PRINTED ON 16/7/2025

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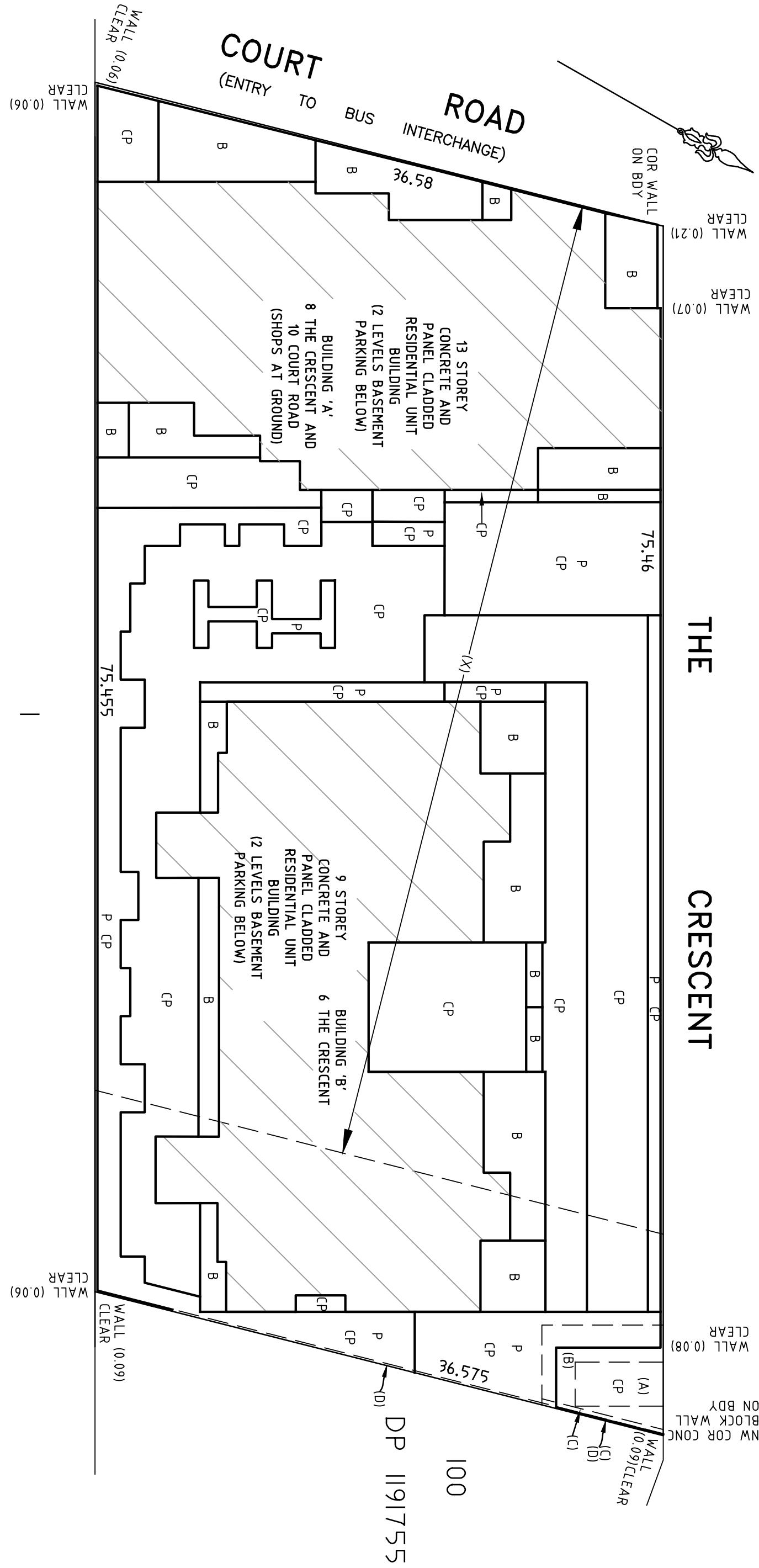
Registrar General

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 15 SHEETS

THE CRESCENT LOCATION PLAN



PLAN FORM 1 (A3)

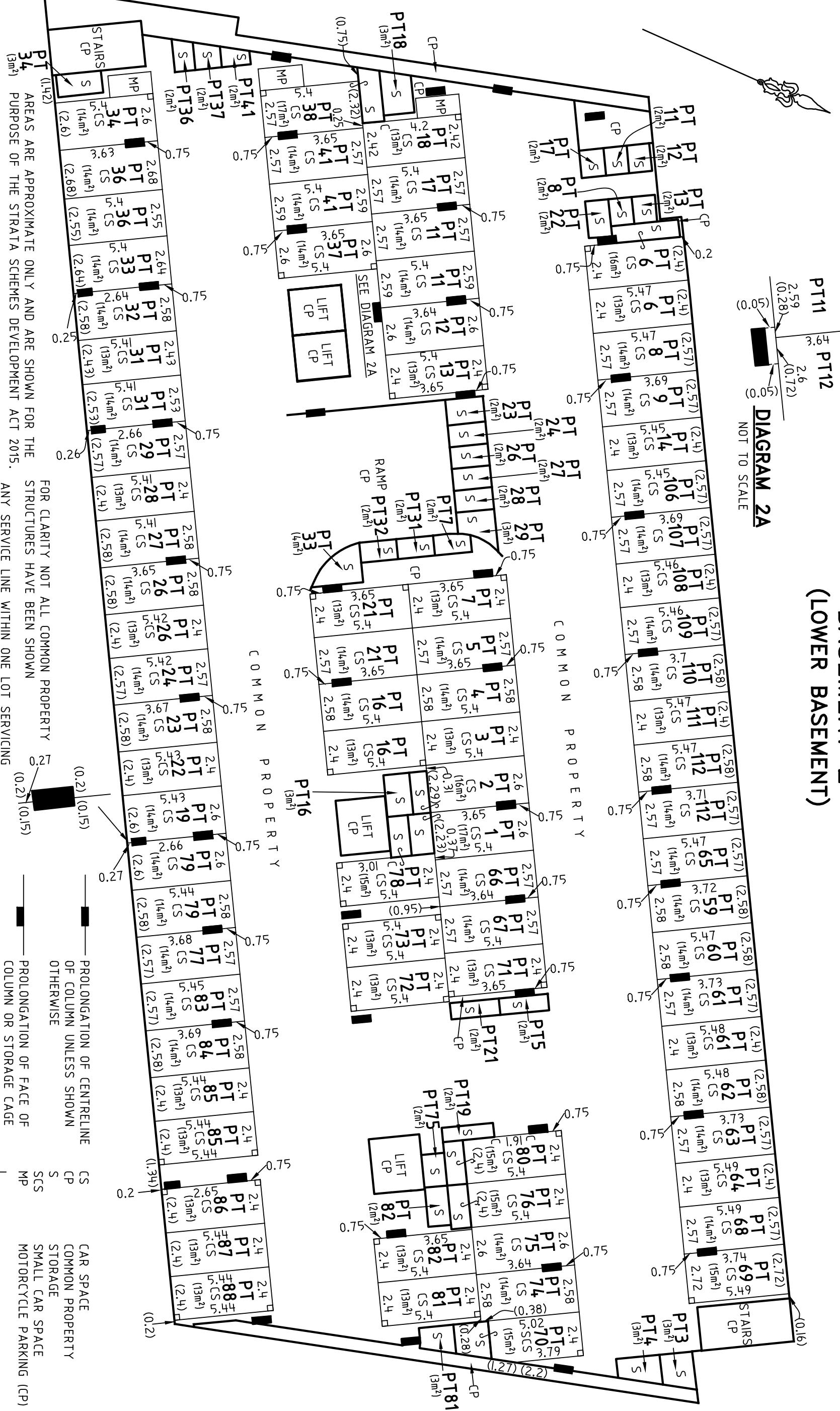
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 2 OF 15 SHEETS

BASEMENT 2 (LOWER BASEMENT)

Diagram of a rectangular component with dimensions: height 2.59 (0.28), width 3.64, and a central slot of width 2.6 (0.72).

DIAGRAM 2A
NOT TO SCALE



SURVEYOR		PLAN OF SUBDIVISION OF LOT 1 IN DP1312090																
Name:	<u>CHRISTOPHER JOHN MOYCE</u>															LGA:	FAIRFIELD	
Date:	<u>13 MARCH 2025</u>															Locality:	FAIRFIELD	
Reference:	<u>8879-SP</u>															Reduction Ratio:	1: 200	
																	Lengths are in metres.	
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150				
																	07/07/2025	
																	SP109465	

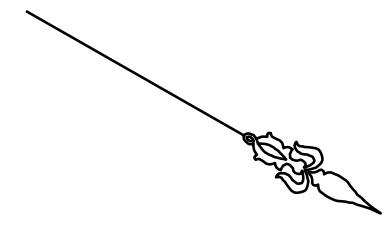
PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 5 OF 15 SHEETS

GROUND FLOOR DIAGRAM

DIAGRAM I



BICYCLE STORAGE ROOM CP

RUBBISH ROOM CP

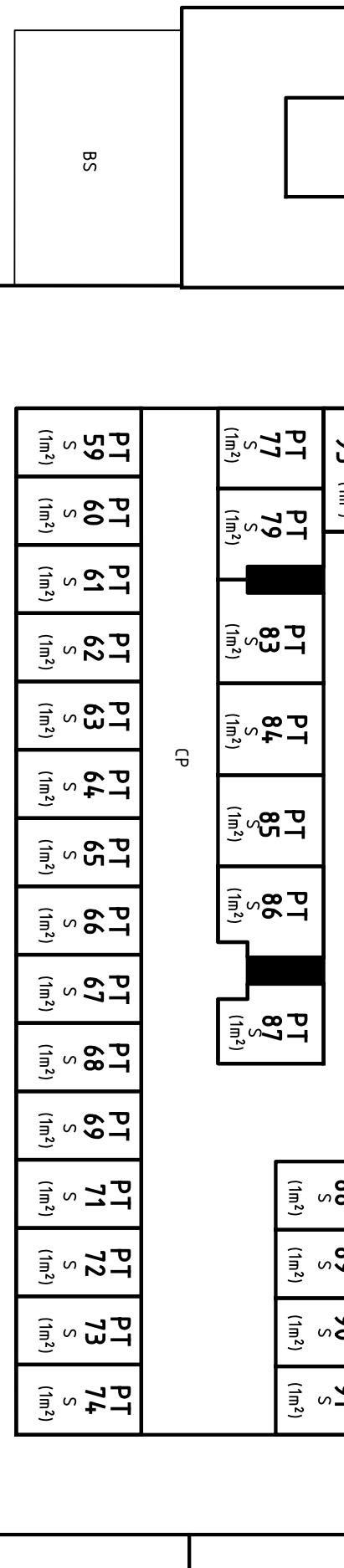
STAIRS CP

STAIRS CP

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES HAVE BEEN SHOWN

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



BS
BICYCLE STORAGE (CP)
CP
COMMON PROPERTY
S
STORAGE

SURVEYOR
Name: CHRISTOPHER JOHN MOYCE

Date: 13 MARCH 2025

Reference: 8879-SP

PLAN OF SUBDIVISION OF LOT 1 IN DP1312090

LGA: **FAIRFIELD**
Locality: **FAIRFIELD**
Reduction Ratio: **1: NTS**
Lengths are in metres.



07/07/2025

Registered:

SP109465

PLAN FORM 1 (A3)

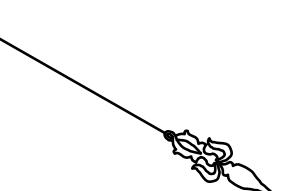
WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 6 OF 15 SHEETS

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT
 TO 2.7 ABOVE THEIR RESPECTIVE UPPER HARDSTAND
 SURFACES EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE STRATUM OF THE PLANTERS FORMING PART OF LOTS
 59, 61, 62 AND 64 ARE LIMITED IN HEIGHT TO 2.7 ABOVE
 THEIR RESPECTIVE UPPER HARDSTAND SURFACES EXCEPT
 WHERE COVERED WITHIN THIS LIMIT.

BUILDING A



SEE CONTINUATION ON RIGHT

PT64

P

CP

P

PT 1
(96m²)
TOTAL 113m²

PT 4
(108m²)
TOTAL 125m²

PT 60
(104m²)
TOTAL 119m²

PT 59
(103m²)
TOTAL 118m²

PT 61
(122m²)
TOTAL 150m²

PT 62
(100m²)
TOTAL 115m²

PT 63
(104m²)
TOTAL 119m²

PT 64
(99m²)
TOTAL 113m²

SEE CONTINUATION ON LEFT

BUILDING B

B
BALCONY
COMMON PROPERTY
NTA
P
PLANTER

HERITAGE WALL (CP)
NON TRAFFICABLE AREA
PLANTER

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
 PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
 ANY OTHER LOT IS COMMON PROPERTY.

ANY SERVICE LINE WITHIN ONE LOT SERVICING
 STRUCTURES HAVE BEEN SHOWN

FOR CLARITY NOT ALL COMMON PROPERTY
 AREAS ARE SHOWN

STRUCTURES HAVE BEEN SHOWN

SURVEYOR

Name: CHRISTOPHER JOHN MOYCE

Date: 13 MARCH 2025

Reference: 8879-SP

PLAN OF SUBDIVISION OF LOT 1 IN DP1312090

B
BALCONY
COMMON PROPERTY
NTA
P
PLANTER

HERITAGE WALL (CP)
NON TRAFFICABLE AREA
PLANTER

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
 PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
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ANY SERVICE LINE WITHIN ONE LOT SERVICING
 STRUCTURES HAVE BEEN SHOWN

FOR CLARITY NOT ALL COMMON PROPERTY
 AREAS ARE SHOWN

STRUCTURES HAVE BEEN SHOWN

Registered:

Registered:

Registered:

Registered:

Registered:

LGA: **FAIRFIELD**

Locality: **FAIRFIELD**

Reduction Ratio: **1: 200**

Lengths are in metres.

07/07/2025

SP109465

PLAN FORM 1 (A3)

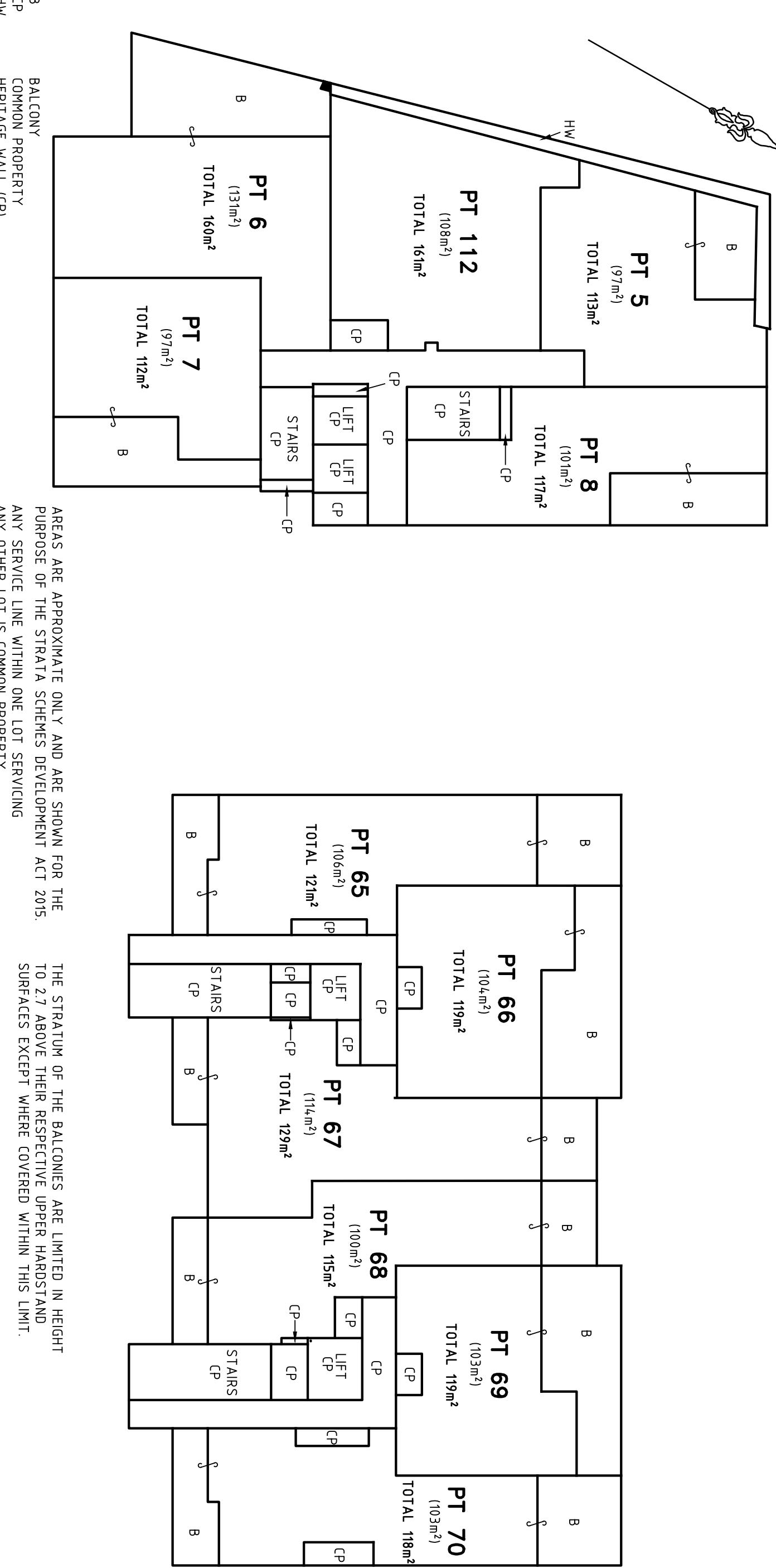
WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 7 OF 15 SHEETS

LEVEL 2

BUILDING A

BUILDING B



SURVEYOR Name: <u>CHRISTOPHER JOHN MOYCE</u> Date: <u>13 MARCH 2025</u> Reference: <u>8879-SP</u>	LGA: FAIRFIELD Locality: FAIRFIELD Reduction Ratio: 1: 200 Lengths are in metres.	Registered: 07/07/2025	SP109465
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PLAN FORM 1 (A3)

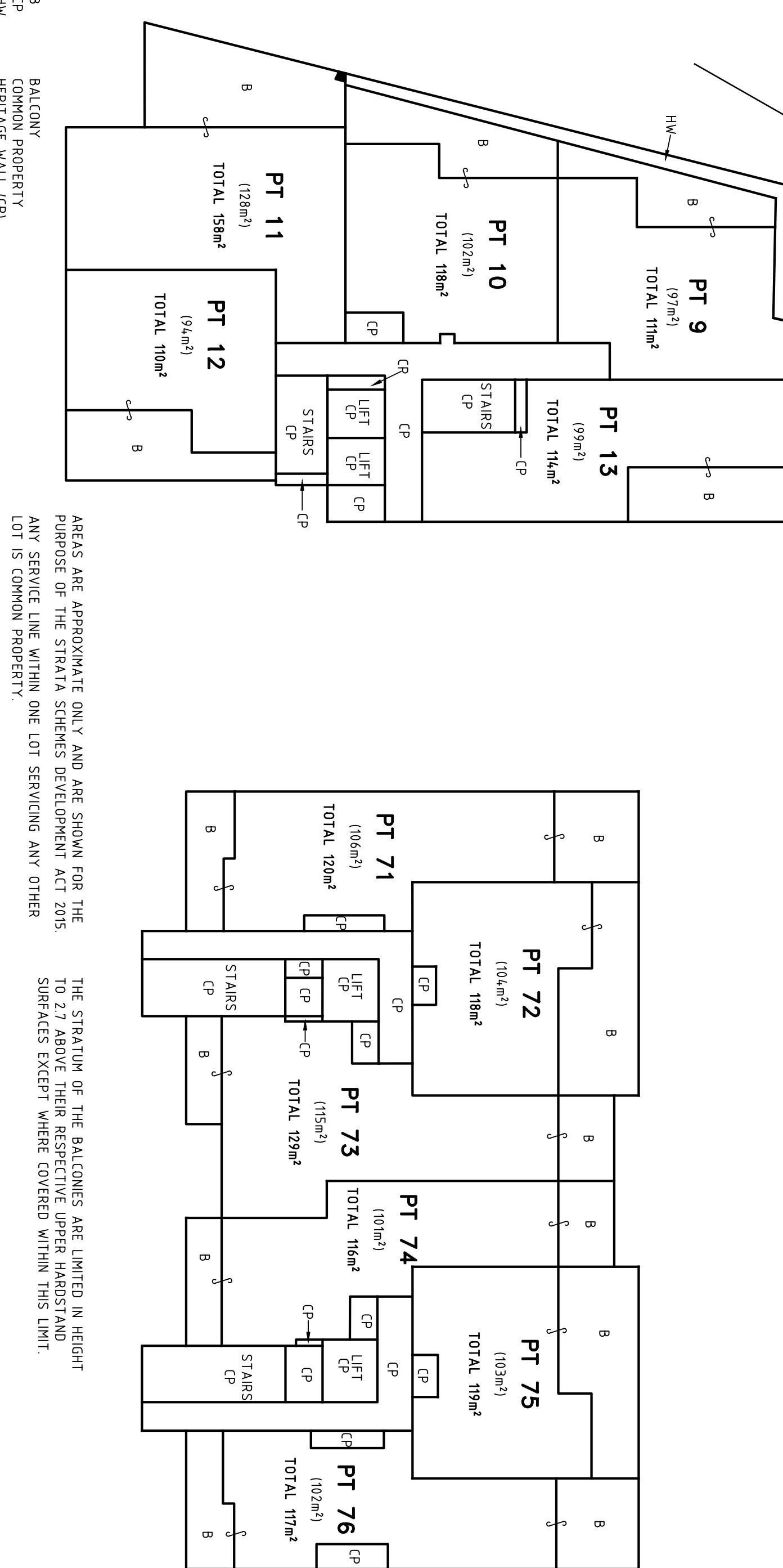
WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 8 OF 15 SHEETS

LEVEL 3

BUILDING A

BUILDING B



SURVEYOR Name: <u>CHRISTOPHER JOHN MOYCE</u>	LGA: <u>FAIRFIELD</u> Locality: <u>FAIRFIELD</u>	Registered: 07/07/2025															
Date: <u>13 MARCH 2025</u>	Reduction Ratio: <u>1: 200</u>	Reference: <u>8879-SP</u>															
PLAN OF SUBDIVISION OF LOT 1 IN DP1312090 <small>Lengths are in metres.</small>																	
<table border="1"> <tr> <td>10</td> <td>20</td> <td>30</td> <td>40</td> <td>50</td> <td>60</td> <td>70</td> <td>80</td> <td>90</td> <td>100</td> <td>110</td> <td>120</td> <td>130</td> <td>140</td> <td>150</td> </tr> </table>			10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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PLAN FORM 1 (A3)

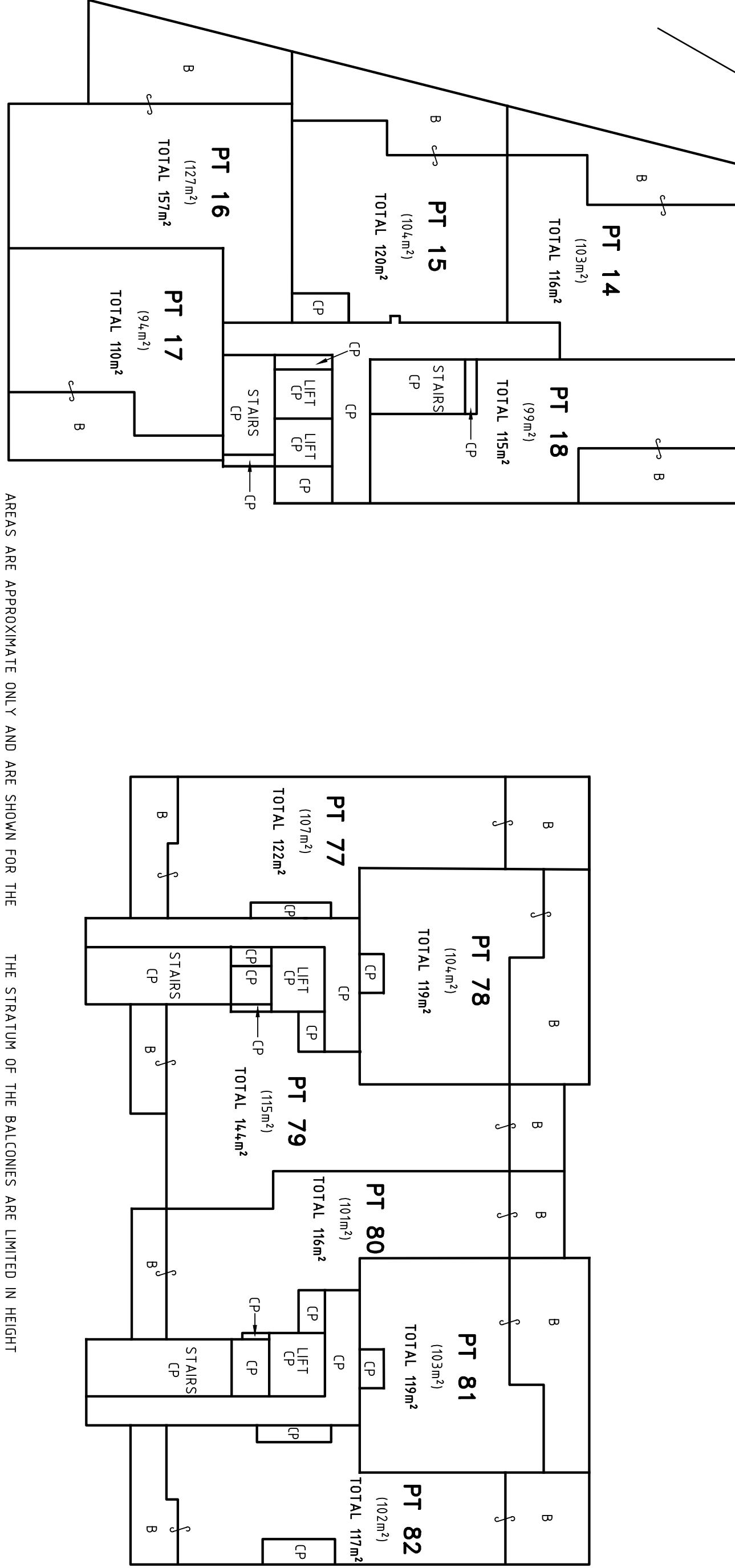
WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 9 OF 15 SHEETS

LEVEL 4

BUILDING A

BUILDING B



B
BALCONY
COMMON PROPERTY

SURVEYOR	LGA: FAIRFIELD	Registered:
Name: CHRISTOPHER JOHN MOYCE		
Date: 13 MARCH 2025	07/07/2025	
Reference: 8879-SP		SP109465

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

PLAN FORM 1 (A3)

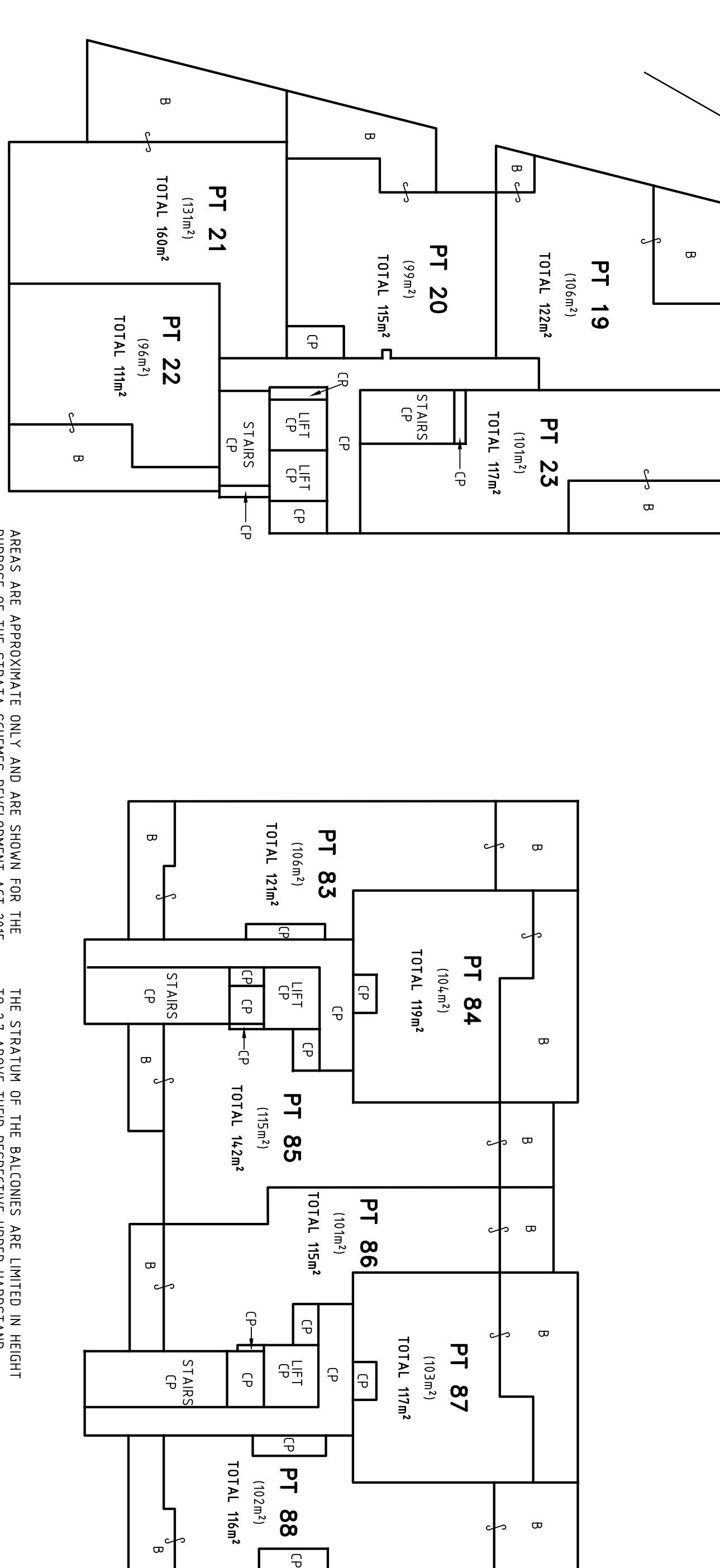
WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 10 OF 15 SHEETS

LEVEL 5

BUILDING A

BUILDING B



SURVEYOR	LGA: FAIRFIELD	Registered:															
Name: CHRISTOPHER JOHN MOYCE	Locality: FAIRFIELD	07/07/2025															
Date: 13 MARCH 2025	Reduction Ratio: 1: 200																
Reference: 8879-SP	Lengths are in metres.																
<table border="1"> <tr> <td>10</td> <td>20</td> <td>30</td> <td>40</td> <td>50</td> <td>60</td> <td>70</td> <td>80</td> <td>90</td> <td>100</td> <td>110</td> <td>120</td> <td>130</td> <td>140</td> <td>150</td> </tr> </table>			10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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PLAN FORM 1 (A3)

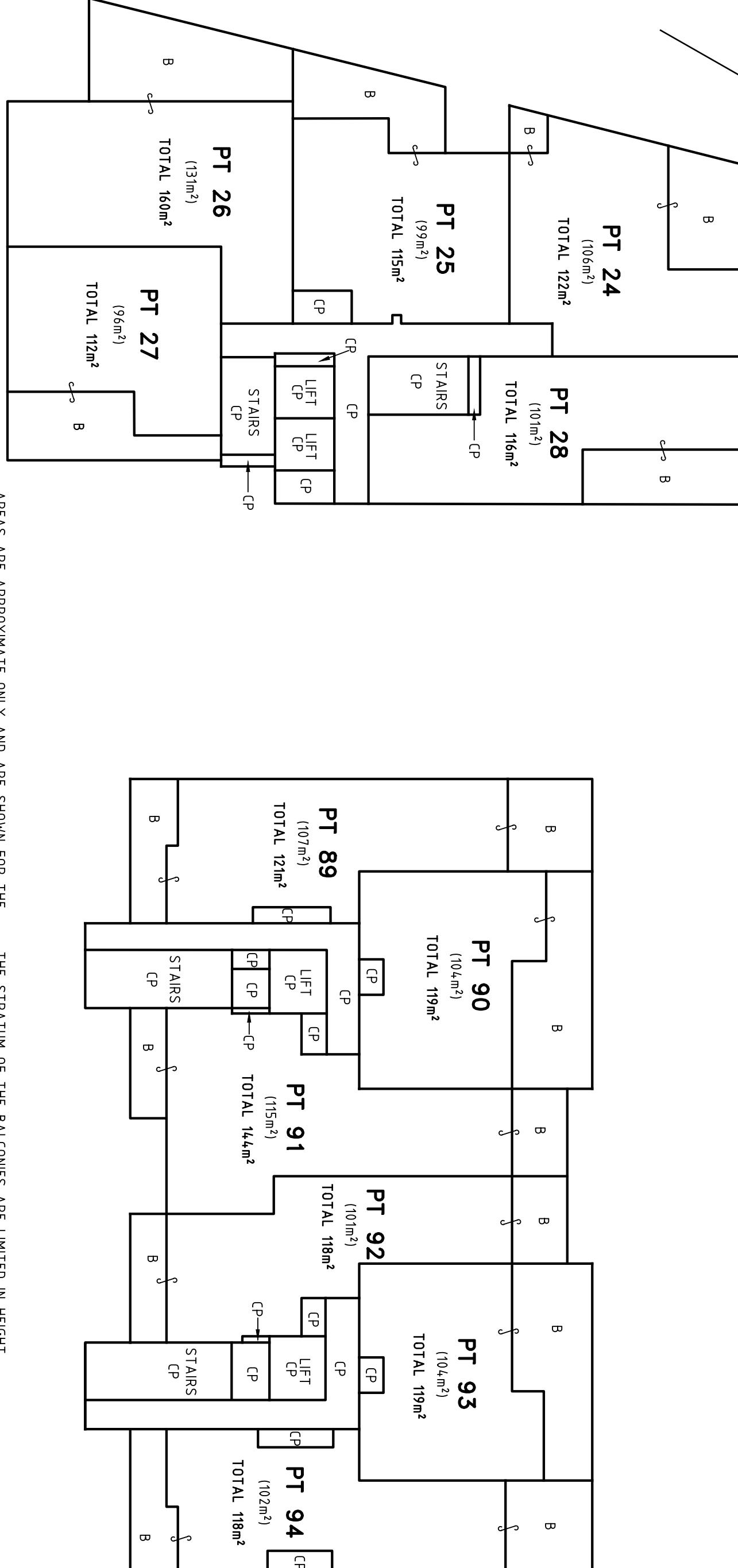
WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 11 OF 15 SHEETS

LEVEL 6

BUILDING A

BUILDING B



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B
CP
BALCONY
COMMON PROPERTY

SURVEYOR	LGA: FAIRFIELD	Registered:	SP109465
Name: CHRISTOPHER JOHN MOYCE			
Date: 13 MARCH 2025	07/07/2025		
Reference: 8879-SP			

Lengths are in metres.

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

PLAN FORM 1 (A3)

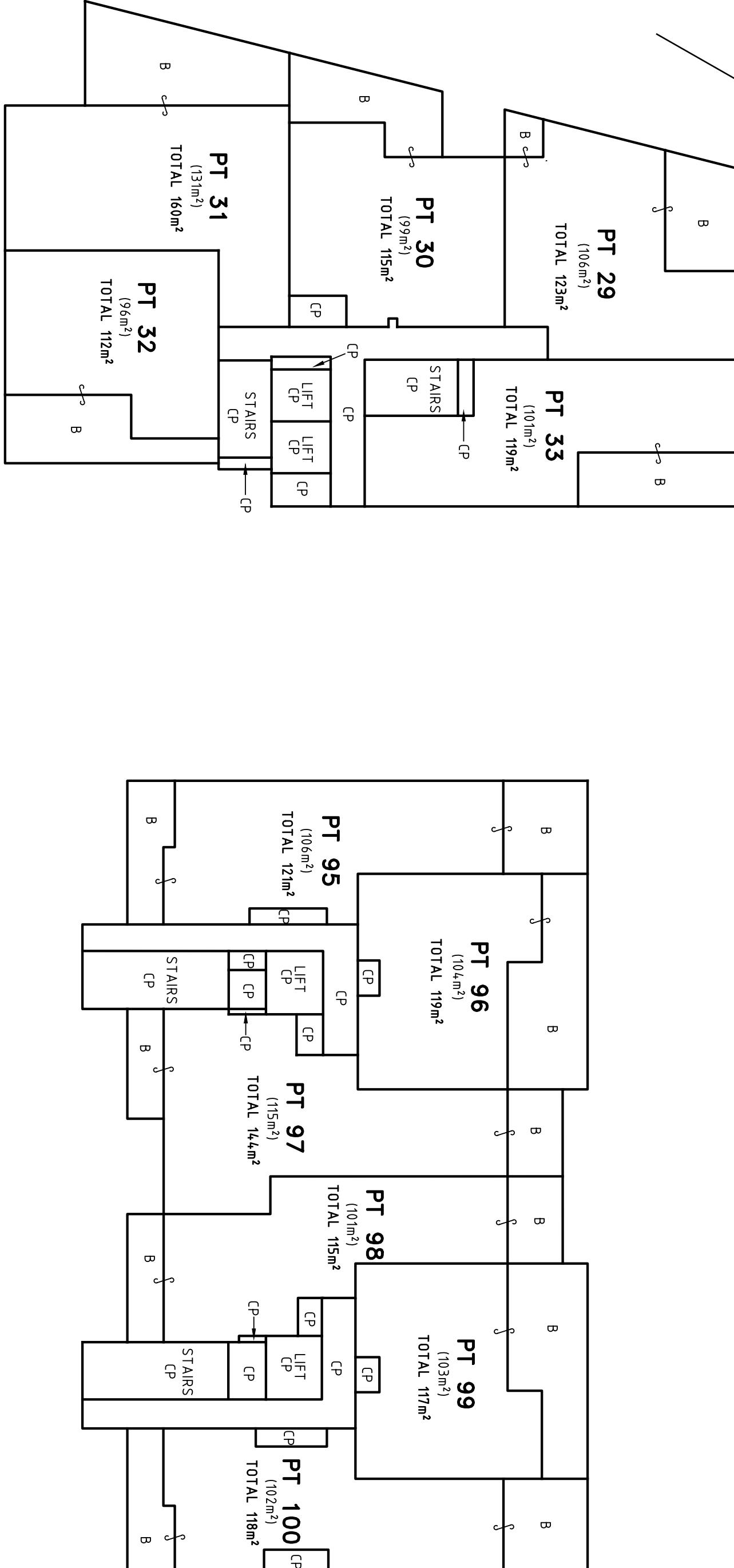
WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 12 OF 15 SHEETS

LEVEL 7

BUILDING A

BUILDING B



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B
 BALCONY
 COMMON PROPERTY

SURVEYOR	LGA: FAIRFIELD	Registered:
Name: CHRISTOPHER JOHN MOYCE		
Date: 13 MARCH 2025	07/07/2025	
Reference: 8879-SP		SP109465

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

Lengths are in metres.

PLAN FORM 1 (A3)

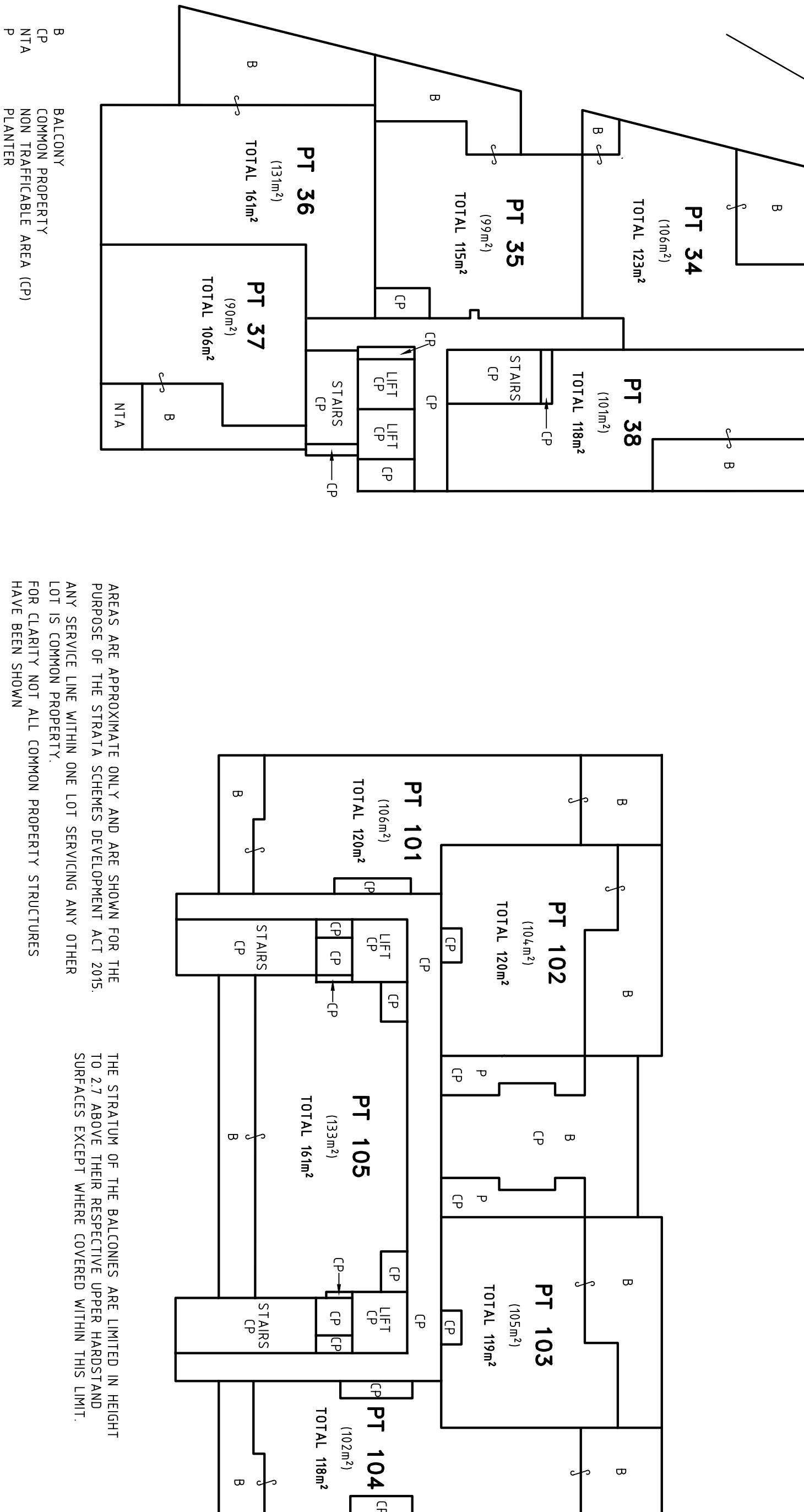
WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 13 OF 15 SHEETS

LEVEL 8

BUILDING A

BUILDING B



SURVEYOR Name: <u>CHRISTOPHER JOHN MOYCE</u>	LGA: <u>FAIRFIELD</u> Locality: <u>FAIRFIELD</u>	Registered: 07/07/2025															
Date: <u>13 MARCH 2025</u>	Reduction Ratio: <u>1: 200</u>	SP109465															
Reference: <u>8879-SP</u>	Lengths are in metres.																
<table border="1"> <tr> <td>10</td> <td>20</td> <td>30</td> <td>40</td> <td>50</td> <td>60</td> <td>70</td> <td>80</td> <td>90</td> <td>100</td> <td>110</td> <td>120</td> <td>130</td> <td>140</td> <td>150</td> </tr> </table>			10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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PLAN FORM 1 (A3)

WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

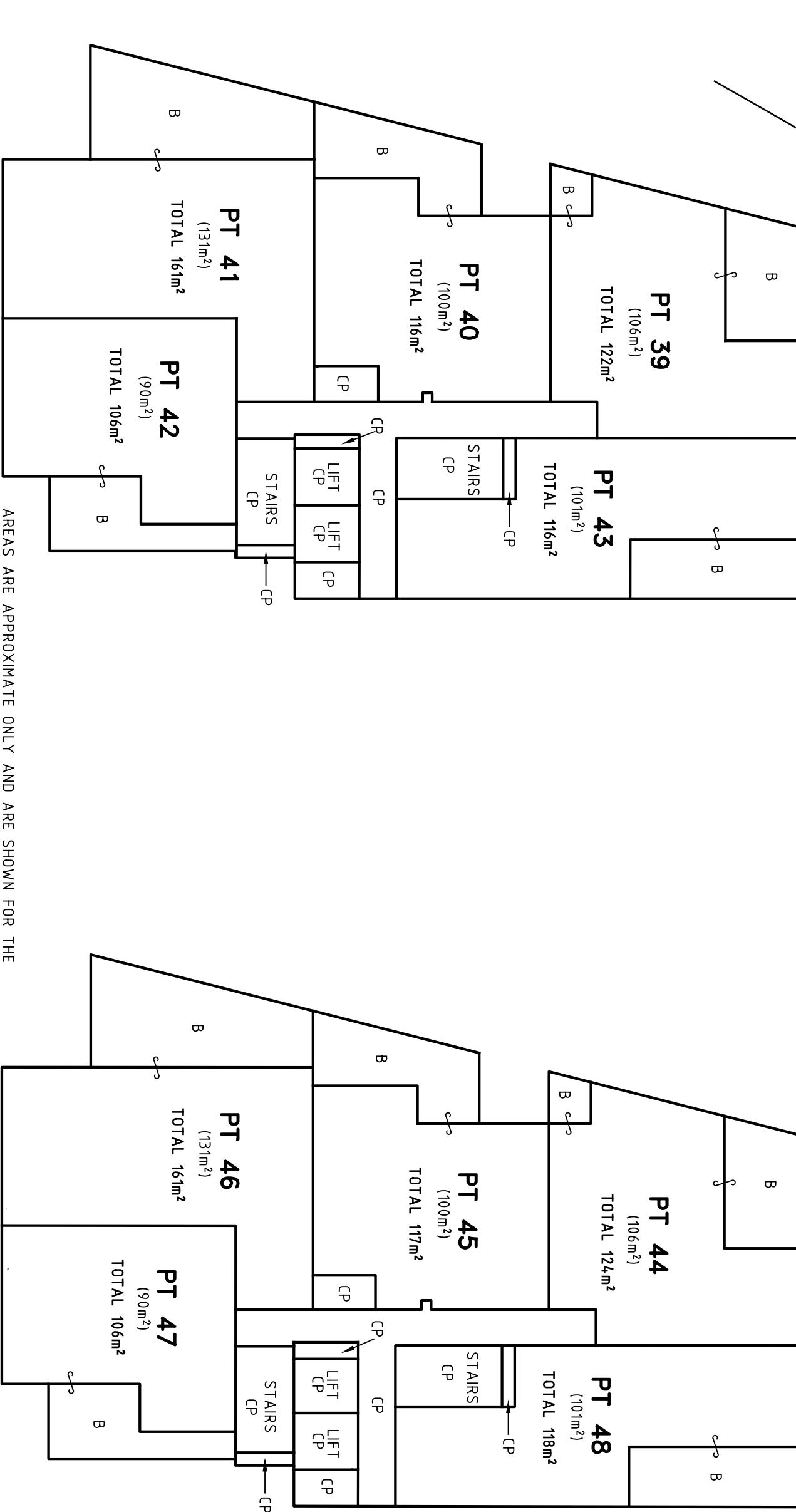
SHEET 14 OF 15 SHEETS

LEVEL 9

BUILDING A

LEVEL 10

BUILDING A



B
 BALCONY
 COMMON PROPERTY

CP
 COMMON PROPERTY
 STRUCTURES
 HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT
 TO 2.7 ABOVE THEIR RESPECTIVE UPPER HARDSTAND
 SURFACES EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR Name: CHRISTOPHER JOHN MOYCE Date: 13 MARCH 2025 Reference: 8879-SP	LGA: FAIRFIELD Locality: FAIRFIELD Reduction Ratio: 1: 200 <small>Lengths are in metres.</small>	Registered:  07/07/2025	SP109465
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10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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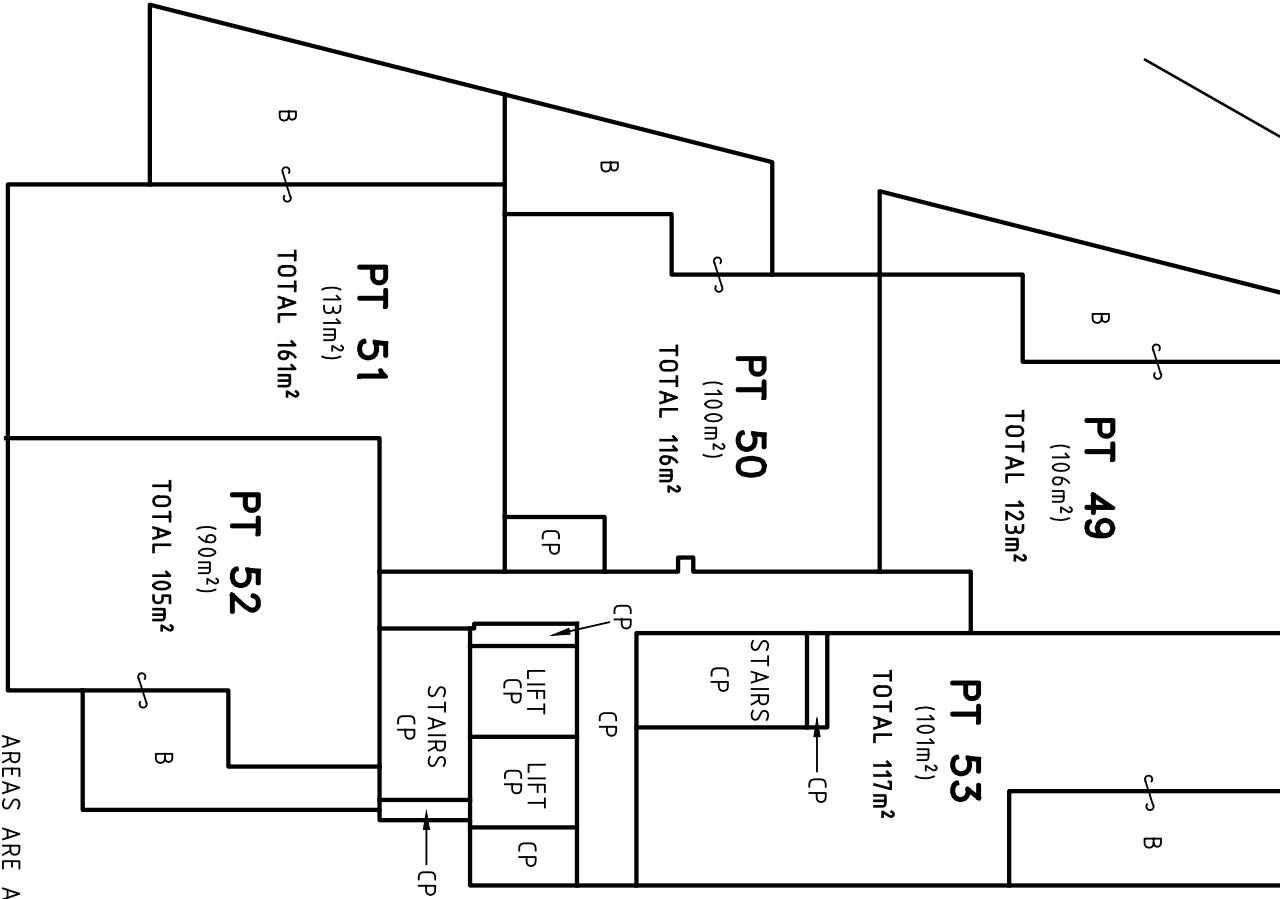
PLAN FORM 1 (A3)

WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 15 OF 15 SHEETS

LEVEL 11

BUILDING A

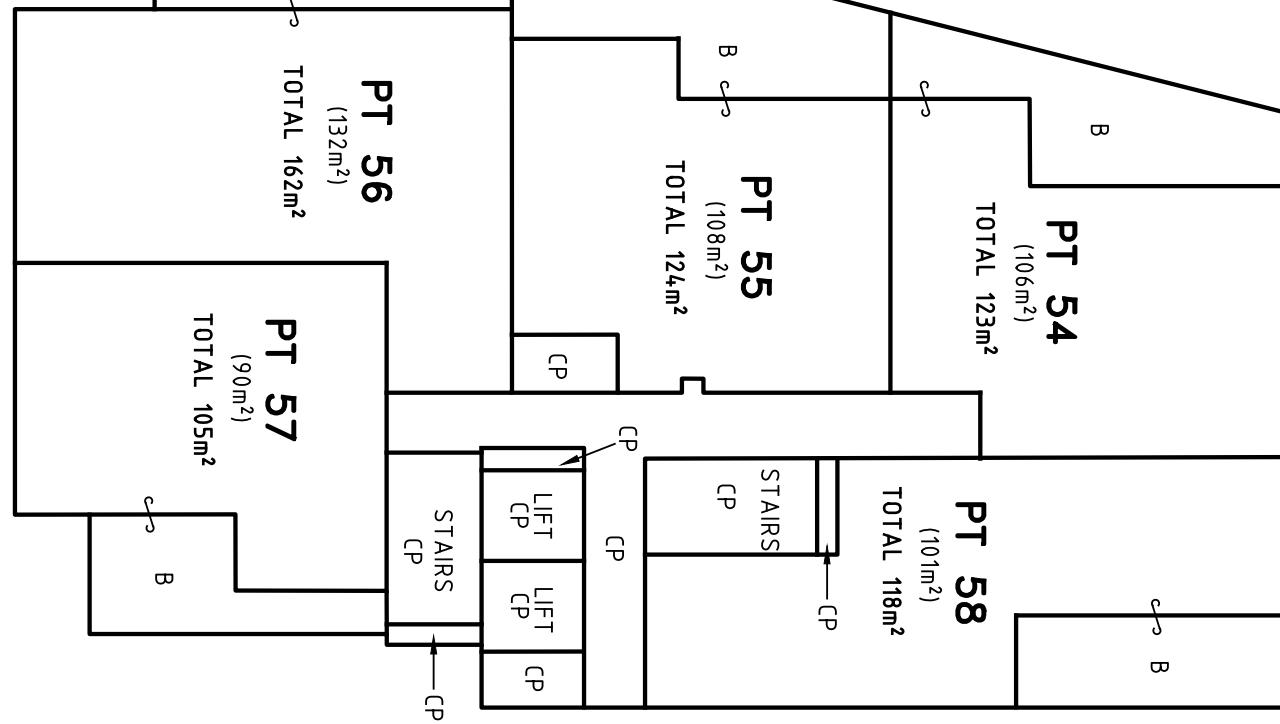


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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES HAVE BEEN SHOWN

B
 BALCONY
 COMMON PROPERTY

LEVEL 12

BUILDING A



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR

Name: CHRISTOPHER JOHN MOYCE

Date: 13 MARCH 2025

Reference: 8879-SP

PLAN OF SUBDIVISION OF LOT 1 IN DP1312090

LGA: **FAIRFIELD**

Locality: **FAIRFIELD**

Reduction Ratio: **1: 200**

Lengths are in metres.

Registered:

07/07/2025

Registered:

SP109465

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

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 8 sheet(s)
Office Use Only		Office Use Only	
Registered:  07/07/2025	SP109465		
PLAN OF SUBDIVISION OF LOT 1 IN DP1312090	LGA: FAIRFIELD Locality: FAIRFIELD Parish: ST LUKE County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme			
Address for Service of Documents 8 THE CRESCENT, FAIRFIELD, 2165	The by-laws adopted for the scheme are: * Model By-laws for residential strata schemes together with: - Keeping of animals: Option *A/*B - Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I CHRISTOPHER JOHN MOYCE of RAMSAY SURVEYORS PTY LTD PO BOX 2244 CARLINGFORD 2118 being a land surveyor registered under the Surveying and Spatial Information Act 2002, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the Strata Schemes Development Act 2015 has been met. * The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^	Strata Certificate (Registered Certifier) I <u>ANDREW SYMONDS</u> being a Registered Certifier, registration number <u>88C 1837</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 Strata Schemes Development Act 2015. *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015.		
Signature: <u>CJ Moyce</u> Date: 13-03-2025 Surveyor ID: SU001671 Surveyor's Reference: 8879-SP	Certificate Reference: <u>10412</u> Relevant Planning Approval No: <u>277.1 /2024</u> issued by: <u>FAIRFIELD CITY COUNCIL</u> Signature: <u>A. Symonds</u> Date: 28 MAY 2025 ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable			

SP FORM 3_E (2020)	STRATA PLAN ADMINISTRATION SHEET			Sheet 2 of 8 sheet(s)			
 Registered: 07/07/2025		Office Use Only	SP109465			Office Use Only	
VALUER'S CERTIFICATE							
I, Peter Doncas		of 13 Regent Street, KOGARAH NSW 2217					
being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:							
Professional Body: AVI Class of membership: Qualified Valuer. Membership number: 6053							
certify that the unit entitlements shown in the schedule herewith were apportioned on 29/04/2025 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015							
 Signature: Date 29/04/25.....							
Peter Doncas of Strata Unit Entitlement Valuations 13 Regent Street Kogarah NSW 2217							
SCHEDULE OF UNIT ENTITLEMENT							
Lot No	Unit Entitlement	Lot No	Unit Entitlement	Lot No	Unit Entitlement	Lot No	Unit Entitlement
1	80	29	88	57	88	85	100
2	92	30	88	58	92	86	86
3	80	31	105	59	83	87	85
4	84	32	85	60	83	88	86
5	81	33	88	61	100	89	87
6	98	34	89	62	82	90	86
7	81	35	88	63	83	91	102
8	83	36	105	64	82	92	87
9	83	37	85	65	84	93	86
10	83	38	88	66	83	94	86
11	101	39	90	67	98	95	88
12	81	40	89	68	83	96	86
13	83	41	106	69	83	97	102
14	86	42	86	70	83	98	88
15	85	43	89	71	85	99	86
16	102	44	91	72	83	100	87
17	81	45	90	73	98	101	88
18	85	46	107	74	83	102	87
19	86	47	86	75	83	103	87
20	86	48	90	76	83	104	87
21	104	49	91	77	85	105	103
22	82	50	91	78	84	106	81
23	86	51	108	79	99	107	81
24	87	52	87	80	84	108	81
25	86	53	91	81	84	109	135
26	104	54	92	82	84	110	113
27	83	55	92	83	86	111	184
28	83	56	109	84	85	112	37
						AGGREGATE	10035
Surveyor's Reference: 8879-SP							

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 8 sheet(s)	
		Office Use Only		Office Use Only	
Registered:	 07/07/2025	SP109465			
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets A schedule of street addresses Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals – see section 22 Strata Schemes Development Act 2015 					
STREET ADDRESS SCHEDULE					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP		8	THE CRESCENT	-	FAIRFIELD
1	101	8	THE CRESCENT	-	FAIRFIELD
2	102	8	THE CRESCENT	-	FAIRFIELD
3	103	8	THE CRESCENT	-	FAIRFIELD
4	104	8	THE CRESCENT	-	FAIRFIELD
5	201	8	THE CRESCENT	-	FAIRFIELD
6	202	8	THE CRESCENT	-	FAIRFIELD
7	203	8	THE CRESCENT	-	FAIRFIELD
8	204	8	THE CRESCENT	-	FAIRFIELD
9	301	8	THE CRESCENT	-	FAIRFIELD
10	302	8	THE CRESCENT	-	FAIRFIELD
11	303	8	THE CRESCENT	-	FAIRFIELD
12	304	8	THE CRESCENT	-	FAIRFIELD
13	305	8	THE CRESCENT	-	FAIRFIELD
14	401	8	THE CRESCENT	-	FAIRFIELD
15	402	8	THE CRESCENT	-	FAIRFIELD
16	403	8	THE CRESCENT	-	FAIRFIELD
17	404	8	THE CRESCENT	-	FAIRFIELD
18	405	8	THE CRESCENT	-	FAIRFIELD
19	501	8	THE CRESCENT	-	FAIRFIELD
20	502	8	THE CRESCENT	-	FAIRFIELD
21	503	8	THE CRESCENT	-	FAIRFIELD
22	504	8	THE CRESCENT	-	FAIRFIELD
23	505	8	THE CRESCENT	-	FAIRFIELD
24	601	8	THE CRESCENT	-	FAIRFIELD
25	602	8	THE CRESCENT	-	FAIRFIELD
26	603	8	THE CRESCENT	-	FAIRFIELD
27	604	8	THE CRESCENT	-	FAIRFIELD
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 4					
Surveyor's Reference: 8879-SP					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET			Sheet 4 of 8 sheet(s)	
Office Use Only			Office Use Only		
Registered:	07/07/2025		SP109465		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets A schedule of street addresses Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals – see section 22 Strata Schemes Development Act 2015 					
STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 3					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
28	605	8	THE CRESCENT	-	FAIRFIELD
29	701	8	THE CRESCENT	-	FAIRFIELD
30	702	8	THE CRESCENT	-	FAIRFIELD
31	703	8	THE CRESCENT	-	FAIRFIELD
32	704	8	THE CRESCENT	-	FAIRFIELD
33	705	8	THE CRESCENT	-	FAIRFIELD
34	801	8	THE CRESCENT	-	FAIRFIELD
35	802	8	THE CRESCENT	-	FAIRFIELD
36	803	8	THE CRESCENT	-	FAIRFIELD
37	804	8	THE CRESCENT	-	FAIRFIELD
38	805	8	THE CRESCENT	-	FAIRFIELD
39	901	8	THE CRESCENT	-	FAIRFIELD
40	902	8	THE CRESCENT	-	FAIRFIELD
41	903	8	THE CRESCENT	-	FAIRFIELD
42	904	8	THE CRESCENT	-	FAIRFIELD
43	905	8	THE CRESCENT	-	FAIRFIELD
44	1001	8	THE CRESCENT	-	FAIRFIELD
45	1002	8	THE CRESCENT	-	FAIRFIELD
46	1003	8	THE CRESCENT	-	FAIRFIELD
47	1004	8	THE CRESCENT	-	FAIRFIELD
48	1005	8	THE CRESCENT	-	FAIRFIELD
49	1101	8	THE CRESCENT	-	FAIRFIELD
50	1102	8	THE CRESCENT	-	FAIRFIELD
51	1103	8	THE CRESCENT	-	FAIRFIELD
52	1104	8	THE CRESCENT	-	FAIRFIELD
53	1105	8	THE CRESCENT	-	FAIRFIELD
54	1201	8	THE CRESCENT	-	FAIRFIELD
55	1202	8	THE CRESCENT	-	FAIRFIELD
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 5					
Surveyor's Reference: 8879-SP					

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 5 of 8 sheet(s)	
		Office Use Only		Office Use Only	
Registered:	 07/07/2025		SP109465		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets A schedule of street addresses Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals – see section 22 Strata Schemes Development Act 2015 					
STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 4					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
56	1203	8	THE CRESCENT	-	FAIRFIELD
57	1204	8	THE CRESCENT	-	FAIRFIELD
58	1205	8	THE CRESCENT	-	FAIRFIELD
59	101	6	THE CRESCENT	-	FAIRFIELD
60	102	6	THE CRESCENT	-	FAIRFIELD
61	103	6	THE CRESCENT	-	FAIRFIELD
62	104	6	THE CRESCENT	-	FAIRFIELD
63	105	6	THE CRESCENT	-	FAIRFIELD
64	106	6	THE CRESCENT	-	FAIRFIELD
65	201	6	THE CRESCENT	-	FAIRFIELD
66	202	6	THE CRESCENT	-	FAIRFIELD
67	203	6	THE CRESCENT	-	FAIRFIELD
68	204	6	THE CRESCENT	-	FAIRFIELD
69	205	6	THE CRESCENT	-	FAIRFIELD
70	206	6	THE CRESCENT	-	FAIRFIELD
71	301	6	THE CRESCENT	-	FAIRFIELD
72	302	6	THE CRESCENT	-	FAIRFIELD
73	303	6	THE CRESCENT	-	FAIRFIELD
74	304	6	THE CRESCENT	-	FAIRFIELD
75	305	6	THE CRESCENT	-	FAIRFIELD
76	306	6	THE CRESCENT	-	FAIRFIELD
77	401	6	THE CRESCENT	-	FAIRFIELD
78	402	6	THE CRESCENT	-	FAIRFIELD
79	403	6	THE CRESCENT	-	FAIRFIELD
80	404	6	THE CRESCENT	-	FAIRFIELD
81	405	6	THE CRESCENT	-	FAIRFIELD
82	406	6	THE CRESCENT	-	FAIRFIELD
83	501	6	THE CRESCENT	-	FAIRFIELD
STREET ADDRESS SCHEDULE CONTINUES ON SHEET 6					
Surveyor's Reference: 8879-SP					

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET			Sheet 6 of 8 sheet(s)	
Office Use Only			Office Use Only			
Registered:	 07/07/2025		SP109465			
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets A schedule of street addresses Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals – see section 22 Strata Schemes Development Act 2015 						
STREET ADDRESS SCHEDULE CONTINUED FROM SHEET 5						
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME	
84	502	6	THE CRESCENT	-	FAIRFIELD	
85	503	6	THE CRESCENT	-	FAIRFIELD	
86	504	6	THE CRESCENT	-	FAIRFIELD	
87	505	6	THE CRESCENT	-	FAIRFIELD	
88	506	6	THE CRESCENT	-	FAIRFIELD	
89	601	6	THE CRESCENT	-	FAIRFIELD	
90	602	6	THE CRESCENT	-	FAIRFIELD	
91	603	6	THE CRESCENT	-	FAIRFIELD	
92	604	6	THE CRESCENT	-	FAIRFIELD	
93	605	6	THE CRESCENT	-	FAIRFIELD	
94	606	6	THE CRESCENT	-	FAIRFIELD	
95	701	6	THE CRESCENT	-	FAIRFIELD	
96	702	6	THE CRESCENT	-	FAIRFIELD	
97	703	6	THE CRESCENT	-	FAIRFIELD	
98	704	6	THE CRESCENT	-	FAIRFIELD	
99	705	6	THE CRESCENT	-	FAIRFIELD	
100	706	6	THE CRESCENT	-	FAIRFIELD	
101	801	6	THE CRESCENT	-	FAIRFIELD	
102	802	6	THE CRESCENT	-	FAIRFIELD	
103	803	6	THE CRESCENT	-	FAIRFIELD	
104	804	6	THE CRESCENT	-	FAIRFIELD	
105	805	6	THE CRESCENT	-	FAIRFIELD	
106	SHOP 1	6	THE CRESCENT	-	FAIRFIELD	
107	SHOP 2	6	THE CRESCENT	-	FAIRFIELD	
108	SHOP 3	6	THE CRESCENT	-	FAIRFIELD	
109	SHOP 3	10	COURT	ROAD	FAIRFIELD	
110	SHOP 2	10	COURT	ROAD	FAIRFIELD	
111	SHOP 1	10	COURT	ROAD	FAIRFIELD	
112	205	8	THE CRESCENT	-	FAIRFIELD	

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET		Sheet 7 of 8 sheet(s)
Office Use Only		Office Use Only	
Registered:  07/07/2025	SP109465		

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

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

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW BY THE AUTHORISED PERSON(S)
WHOSE SIGNATURE(S) APPEAR BELOW PURSUANT TO THE AUTHORITY SPECIFIED

COMPANY NAME: THE CRESCENT DEVELOPMENT PTY LTD

COMPANY ACN 159 859 677

AUTHORITY: SECTION 127 OF THE CORPORATIONS ACT 2001

SIGNATURE



NAME: ALI BAHMED

POSITION: Sole Director / Secretary

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET		Sheet 8 of 8 sheet(s)
Office Use Only		Office Use Only	
Registered:  07/07/2025	SP109465		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• A schedule of street addresses• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals – see section 22 Strata Schemes Development Act 2015			
<p><u>EXECUTION BY MORTGAGEE</u></p> <p>EXECUTED BY PAYTON SECURITY SERVICES PTY LTD, ACN 677 316 620 IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT 2001 AS TRUSTEE FOR THE PAYTON SELECT INVESTMENT FUND <i>CGM</i></p> <p>DIRECTOR NAME: DAVID DI PILLA <i>ADM</i></p> <p>DIRECTOR SIGNATURE: <i>ADM</i></p> <p>DIRECTOR/SECRETARY NAME: ANDREW SELIM <i>AS</i></p> <p>DIRECTOR/SECRETARY SIGNATURE: <i>AS</i></p>			
Surveyor's Reference: 8879-SP			

Approved Form 7	Strata Plan By-laws	Sheet 1 of 65 sheets
Registered:		Office use only

**Instrument setting out details of by-laws to be created upon registration of a strata plan.
The by-laws to be created and their details are listed on page 2 and following**

Strata By-Laws

“THE CRESCENT”

**6 THE CRESCENT, 8 THE CRESCENT, and 10 COURT ROAD,
FAIRFIELD NSW 2165**

Approved Form 7	Strata Plan By-laws	Sheet 2 of 65 sheets
Registered:		Office use only

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Approved Form 7	Strata Plan By-laws	Sheet 4 of 65 sheets
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By-Laws for “THE CRESCENT” 6 THE CRESCENT, 8 THE CRESCENT, and 10 COURT ROAD, FAIRFIELD NSW 2165

Part 1 – General by-laws

1. About the by-laws

1.1 Purpose of the by-laws

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

1.2 Who must comply with the by-laws?

All Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2. Your behavior

2.1 What are your general obligations?

You must not:

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

Approved Form 7	Strata Plan By-laws	Sheet 5 of 65 sheets
Registered:		Office use only

2.2 Complying with the law

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

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices, and orders of Government Agencies.

3. You are responsible for others

3.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure children under your control and visitors comply with the by-laws; and
- (b) make your visitors leave the Building if they do not comply with the by-laws; and
- (c) take reasonable care about who you invite into the Building; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Building; and
- (e) ensure children under your control and the control of your visitors do not enter areas of Common Property that are likely to be dangerous to children unless accompanied by a responsible adult.

You must not allow another person to do anything which you cannot do under the by-laws.

3.2 Requirements if you lease your Apartment

If you lease or license your Apartment, it must be subject to a residential tenancy agreement, and you must:

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

Approved Form 7	Strata Plan By-laws	Sheet 6 of 65 sheets
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4. Your obligations

4.1 General obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which service your Lot (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums; and
- (d) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums; and
- (e) at your expense, comply with all laws about your Lot , including requirements of Government Agencies; and
- (f) keep clean all interior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the Occupier of the Lot safely or at all.

You must not:

- (a) bring or permit to enter any heavy articles or bulk goods which might cause structural damage to the Building
- (b) bring any supermarket style 4-wheeled metal shopping or similar natured trolley into the building premises
- (c) interfere with any personal property vested in the Owners Corporation
- (d) interfere with the operation of any equipment installed in Common Areas
- (e) damage any lawn, plant, tree, or garden, in addition to planning a tree for your own purpose
- (f) place or hang laundry and other articles of clothing in any part of your lot (including balconies) in which they are visible from another Lot, Common Areas, or the street
- (g) use or interfere with any fire safety equipment except in the case of an emergency
- (h) obstruct or hinder access to fire stairs and exits

Approved Form 7	Strata Plan By-laws	Sheet 7 of 65 sheets
Registered:		Office use only

4.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must provide written notice detailing and have consent from the Owners Corporation to:

- (a) carry out Building Works; or
- (b) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of the Building; or
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
- (d) install an intruder alarm with an audible signal or light; or
- (e) attach or hang an aerial or wires outside your Lot or the Building; or
- (f) store anything in your car space (other than a vehicle); or
- (g) operate or allow to operate any device or electronic equipment which interferes with any other electronic equipment lawfully in use in the Building or another Lot; or
- (h) Install any air conditioning.

4.3 Floor coverings

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

4.4 Changing floor coverings

- (a) You must ensure that all floor space within your Lot complies with the acoustic conditions for floors as set out in the Development Approval.
- (b) You must not, without the prior consent from the Owners Corporation, change, remove or interfere with floor coverings in your Lot or change, remove or interfere with any treatments in your Lot that assist to prevent the transmission of noise between your Lot and any other Lot.
- (c) When seeking the Owners Corporation's consent to change, replace or interfere with floor coverings or acoustic treatments in your Lot you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. When giving you consent the Owners Corporation may impose conditions, and you must comply with those conditions.
- (d) Any new floor coverings that you install must comply with the acoustic conditions for floors as set out in the Development Approval.
- (e) When performing any work pursuant to this by-law you must comply with any guidelines adopted by the Owners Corporation about changing, removing or installing flooring and floor coverings.

Approved Form 7	Strata Plan By-laws	Sheet 8 of 65 sheets
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- (f) When you have completed any change to, removal or replacement of any floor coverings you must within 14 days of completing the works, at your cost, provide the Owners Corporation with an acoustic test report by an accredited member of the Association of Australian Acoustical Consultants that the changed or replaced floor covering complies with the conditions of the Development approval and results in the same or better acoustic insulation as that which existed prior to the change or removal.
- (g) If any new floor covering that you install does not comply with the acoustic conditions for floors as set out in the Development Approval, you must remove that floor covering and replace it with a floor covering that complies with the acoustic conditions for floors as set out in the Development Approval and in accordance with any directions given by the Owners Corporation.

4.5 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to the internal or external surfaces of windows and glass doors in your Lot. All window tinting must comply with the window glass manufacturer's recommendations for the application of tinting.

4.6 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains, or other window coverings in your Lot must be white or off-white or another colour approved by the Owners Corporation and must not detract from the visible amenity of the Building and must be in keeping with the rest of the Building. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

4.7 Sunshades

You must not install a sunshade, sun blind, awning or other sun shading device in your Lot or on Common Property.

4.8 Cleaning external louvre screens and windows

Subject to by-law 4.9 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Lot (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades, or doors that you cannot access safely.

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

The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 8.1 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

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4.10 Rights of the Owners Corporation to access Lots

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

4.11 Drying your laundry

You must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing, or other article on any part of the Parcel in such a way as to be visible from outside your Apartment, Lot or the Building.

4.12 Insect screens

You must have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building. If you have consent, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh.

4.13 Television antennae

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

4.14 Common Property areas

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

4.15 Access to Common Property

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

4.16 Children

You (or any of your invitees) must not permit any child of whom you as an Owner or Occupier has control to play on Common Property or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

4.17 Outdoor audio

You must not:

- (a) install or operate audio speakers on your Balcony or in any outdoor area of the Building; and
- (b) play music on your Balcony or in any outdoor area of the Building.

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4.18 Fire alarms

You must not do anything in your Lot or the Building that may activate the smoke detector in your Lot and the fire alarm for the Building. When cooking in your Lot you must ensure your Lot is well ventilated to ensure the smoke detector and fire alarm are not activated. If you do activate the fire alarm and the Owners Corporation incurs a "false alarm" charge the Owners Corporation will be entitled to recover that charge from you on demand or by including the charge in your levy statement.

4.19 Occupancy limits

You must not:

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

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

4.20 No short-term letting

You must not:

- (a) lease your Lot for any lease period shorter than 3 months;
- (b) grant a licence for the use of any part of your Lot for any licence period shorter than 3 months;
- (c) use any part of your Lot for the purpose of a hotel, motel, serviced apartment, private hotel, boarding house, tourist accommodation or the like;
- (d) advertise your Lot for use as short term accommodation or arrange for it to be used as share accommodation;
- (e) permit an agent or the Building Manager to advertise your Lot for use as short term, accommodation or arrange for it to be used as share accommodation; or
- (f) use your Lot or allow it to be used for any use or purpose in breach of any planning instrument or control that applies to the Building or your Apartment, including, without limitation under the *Environmental Planning and Assessment Act 1979* as amended or replaced from time to time.

4.21 Lot interiors

- (a) To the extent that any wall, floor or ceiling finishes (including, without limitation, tiles, carpet, timber flooring, skirting boards, cornices, ceilings, wallpaper) or any fittings (such as wall plugs or light fittings) set into or affixed onto any wall or ceiling are Common Property, you have exclusive use of those items and are responsible for

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the costs of the maintenance, repair and replacement of those items.

- (b) Without limiting by-law 4.21(a), you are responsible for the maintenance, repair and replacement of all fixtures, fittings and equipment within your Lot.

5. The Balcony of your Apartment

5.1 What may you keep on a Balcony?

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

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with the standard of the Building; or
- (c) it will not (or is not likely to) fall or blow off your Balcony; or
- (d) it will not (or is not likely to) cause damage; or
- (e) it is not (or is not likely to become) dangerous.

It is your responsibility to ensure that everything on your Balcony is properly secured and will not fall or blow off your Balcony. You will be liable to reimburse the Owners Corporation for any claims made or costs incurred arising from a breach by you of this by- law.

5.2 Items on Balconies

You must not use your Balcony for the storage of household goods or the keeping of air conditioning units that are visible from the public domain.

You must not install or keep on your Balcony:

- (a) reed screens and/or other privacy screen and awnings; and
- (b) fridges, freezers and/or other appliances; and
- (c) bicycles and sports equipment; and
- (d) rubbish and recycling bins; and
- (e) clothing lines; and
- (f) storage units.

You must maintain and upkeep the balconies within your Lot, and ensure they are kept clean, tidy and in good repair, ensuring that balcony rails, doors and window frames which are common property are cleaned on a regular basis.

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5.3 Access to Balconies

To enable the Owners Corporation to inspect, repair or replace Common Property, you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

5.4 Removing items from a Balcony

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

5.5 Enclosing a Balcony

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

5.6 Gas appliances

You must not on your Balcony:

- (a) operate any barbecue, heater or other appliance that is fueled by flammable or combustible gas cylinders with a capacity of greater than 4kg; or
- (b) store any cylinders containing flammable or combustible gas that have a capacity of greater than 10kg.

5.7 Façade access

You must give the Owners Corporation and its contractors access to your Apartment for the purpose of cleaning, maintaining, and repairing the Building's façade.

6. Storing and operating a barbecue

6.1 Storing and operating a barbecue

Subject to by-law 5.6, you may store and operate a portable barbecue on the Balcony of your Apartment if:

- (a) it is a type permitted under this by-law 6; and
- (b) it will not detract from the outward appearance of the Building;
- (c) it will not (or is not likely to) cause damage or injury; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy.

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6.2 Permitted barbecues

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

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

Solid fuel burning barbeques are prohibited.

6.3 Hours of operation

You may operate a barbecue only during the hours of 9.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

6.4 No nuisance

If you use a portable barbecue on the Balcony of your Apartment, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

7. Keeping an animal

7.1 What animals may you keep?

- (a) Subject to this by-law 7, you may keep:
 - (i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with clause 7.1(c);
 - (ii) canaries, budgerigars, or similar birds kept indoors at all times;
 - (iii) one domestic cat or one domestic dog that does not exceed 15 kilograms in weight when fully grown; and
 - (iv) provided it is registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability, or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the Building and on request by the Owners Corporation.
- (b) You must have the Owners Corporation's consent to keep any other animal (including a dog that weighs more than 15 kilograms). The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Building.
- (c) You must register any cat or dog that you keep with the Owners Corporation and give the Owners Corporation a photograph and the details of any cat or dog that you

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keep, including the animal's age, breed, colour and evidence of vaccinations, as well as any other information that the Owners Corporation requests.

7.2 Fish

You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:

- (a) the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and
- (b) you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the structure below your Apartment; and
- (c) you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

7.3 Dogs

You may not keep, and the Owners Corporation will not give you consent to keep:

- (a) a nuisance dog within the meaning of the *Companion Animals Act 1998 (NSW)*;
- (b) the animal is declared to be a menacing dog or a dangerous dog under the *Companion Animals Act 1998 (NSW)*;
- (c) the animal is a restricted dog within the meaning of the *Companion Animals Act 1998 (NSW)*.

7.4 Controlling your animal

Subject to by-law 7.5 ("Restraining your animal"), if you keep an animal under this by-law, you must ensure that the animal does not wander onto:

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

7.5 Restraining your animal

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

7.6 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal. If you do not comply with any conditions made by the Owners Corporation when giving you consent to keep an animal, the Owners Corporation may order you to remove the animal from the

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7.7 Cleanliness

If you keep any animal or other pet, you must:

- (a) ensure that your pet is kept in clean and hygienic condition;
- (b) ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;
- (c) keep any pet litter tray or box clean and odour free;
- (d) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
- (e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building's drainage system from your Balcony.

7.8 Refusal of consent and orders to remove your animal

The Owners Corporation has the right at any time to refuse consent to allow you to keep an animal or to withdraw previous consent and order you to remove your animal if:

- (a) you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;
- (b) your animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another Owner or Occupier of the Building;
- (c) your animal repeatedly runs at or chases another Owner or Occupier, a visitor or an animal kept by another Owner or Occupier;
- (d) your animal attacks or otherwise menaces an Owner or Occupier, a visitor, or an animal kept by another Owner or Occupier;
- (e) your animal repeatedly causes damage to the Common Property or another apartment;
- (f) your animal endangers the health of another Owner or Occupier through infection or infestation;
- (g) your animal causes a persistent offensive odour that penetrates another Apartment or the Common Property;
- (h) for a cat, you fail to comply with an order that is in force under the *Companion Animals Act 1998 (NSW)*;
- (i) you do not comply with by-law 7.7 (Cleanliness);
- (j) for a dog:
 - (i) you fail to comply with an order that is in force under the *Companion Animals Act 1998 (NSW)*;

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- (ii) the animal is declared to be a menacing dog or dangerous dog under the *Companion Animals Act 199 (NSW)*;
- (iii) your dog is a restricted dog within the meaning of the *Companion Animals Act 1998 (NSW)*.

7.9 Responsibility for animal

You are responsible:

- (a) to other Owners and Occupiers and people using Common Property or other parts of the Building for:
 - (i) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and
 - (iii) cleaning up after your animal.

7.10 Notice by Owners Corporation

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

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

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

7.11 Your visitors

You must not allow a visitor to bring an animal into the Building unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability that is registered under the *Companion Animals Act 1998 (NSW)* and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

8. Cleaning windows and doors

8.1 You must keep clean all glass in windows and all doors and all balustrades on the boundary of your Lot, including so much thereof as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

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8.2 Access Notice

In the event that the Owners Corporation makes a resolution in accordance with By-Law 8.1(a), the Owners Corporation shall be entitled to access the external areas of your Lot upon no less than two (2) business days' notice to an Owner or Occupier of a Lot for the purposes of carrying out the cleaning of external glass windows and doors.

8.3 Breakages

You must report any breakages to the Owners Corporation.

9. Erecting a sign

9.1 Your obligations

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

9.2 Retail Lot Signage

- (a) Owners or occupiers of a Retail Lot subject to this by-law, may erect one sign advertising the name and details of the business in that Lot (including the inside of any windows within a Lot):
 - (i) if they obtain the relevant consent from Governmental Agencies that allows the erection of signage; and
 - (ii) the signage is not offensive; and
 - (iii) if they obtain the consent of the Owners Corporation, which shall not be unreasonably withheld; and
 - (iv) comply with the Architectural Code as it applies to signage.
- (b) The Owners Corporation must consent to the lodgment of an application to a Governmental Agency (as owner for the purpose of the Environmental Planning and Assessment Act) for the erection of a sign if requested by an Occupier of a Retail Lot, as long as the sign complies with the By-law 9.2(a).
- (c) Retail occupiers must:
 - (i) maintain and keep clean and in good condition any signs which service their Retail Lot; and
 - (ii) when necessary, replace or remove any signs which service the Retail Lot whether or not they are already installed.

9.3 The Developer

The Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which you do not own.

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10. Moving and delivering furniture and goods

10.1 What are your obligations?

You must:

- (a) make arrangements with your Owners Corporation at least 48 hours before you move furniture and or other large articles through your Strata Scheme;
- (b) use the lift nominated by the Owners Corporation (with protective wall blankets fitted) to move furniture or other large items;
- (c) move furniture and other large articles through the Strata Scheme according to the instructions of the Owners Corporation;
- (d) comply with the reasonable requirements of the Owners Corporation, which may include reimbursement of any expense the Owner Corporation incurs in connection with the moving of your furniture or articles; and
- (e) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 10 before you take deliveries or move furniture or goods through the Building;
- (f) if required by the Owners Corporation, give the Owners corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building;
- (g) repair any damage you (or the person making the delivery) cause to Common Property or adjoining properties; and
- (h) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

10.2 Bond

If you have paid a bond in accordance with by-law 10.1(e) and:

- (a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
- (b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

10.3 Rights

In addition to its powers under the Strata Act, an Owners Corporation has the power to appoint the Building Management Committee or another person to perform its functions under this by-law. If this happens, you must make your arrangements with the Building Management

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Committee or that other person and comply with their instructions and reasonable requirements.

10.4 Role of the Building Manager

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

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

11. How to dispose of your garbage

11.1 Making Rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building and, in particular, from the Garbage Rooms.

11.2 Your obligations

You must:

- (a) comply with any Rules made by the Owners Corporation about using the Garbage Room;
- (b) place your household garbage in the garbage chute on your level of the Building or in a garbage receptacle in the Garbage Room designated by the Owners Corporation for that purpose;
- (c) place your recyclable garbage in the garbage bin or chute on your level of the Building;
- (d) leave your bulky waste or large recyclable materials in the Garbage Room of the Building designated by the Owners Corporation for that purpose;
- (e) recycle your garbage according to instructions from the Owners Corporation and Council (or the garbage removal contractor);
- (f) drain and clean bottles, and safely wrap any broken glass, before you place them in the Garbage Room;
- (g) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

11.3 Garbage chutes

- (a) When placing garbage or recyclable waste in a garbage chute, you must separate

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the garbage and recyclable waste and, if applicable, ensure you make the correct selection on the diverter for garbage and recyclable waste.

- (b) You must drain and securely wrap your household garbage before you put it in the Common Property garbage chute.
- (c) You must not place the following items in a Common Property garbage chute:
 - (i) unwrapped bottles or glass;
 - (ii) liquids;
 - (iii) items that weigh more than 2.5 kilograms; or
 - (iv) boxes or large items that might block the garbage chute.

11.4 Cleaning up spills

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

11.5 Maintaining the Garbage Room

The Owners Corporation must:

- (a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of other Lots; and
- (b) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the Building (including mechanical equipment associated with the garbage equipment); and
- (c) maintain, clean and repair the Garbage Room and the garbage chutes; and
- (d) regularly remove filled receptacles from the Garbage Room and replace them with empty receptacles; and
- (e) regularly clean, maintain, repair and, where necessary, replace the garbage and recycling receptacles; and
- (f) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room; and
- (g) transport recyclable garbage bins from each level of the Building to the Garbage Room and transport them back to each level of the Building; and
- (h) transport receptacles from the Garbage Room to the garbage collection point for collection by Council (or garbage removal contractor if Council does not collect waste from the Building) and transport them back to the Garbage Room; and
- (i) arrange for the removal of garbage and recycling material from the Building; and
- (j) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal

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contractor) will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

11.6 Obligations of the Owners Corporation

The Owners Corporation must clean, maintain, repair and, where necessary, replace the Garbage Room.

11.7 Waste removal and management

The Owners Corporation must comply with any conditions of the Development Approval that regulate waste management for the Building.

11.8 Garbage removal contractor

The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage from the Building.

11.9 Garbage Turning Bay

The Owners Corporation and an Owner or Occupier must not block or obstruct the garbage turning bay area on Ground Floor.

11.10 Waste Removal for Retail Lots

The Owner or Occupiers of the Retail Lots in the relevant strata scheme must at their own expense:

- (a) engage in a private waste contractor at their own costs; and
- (b) ensure all waste is placed in the Commercial garbage room until collected and not outside the building premises until collected; and
- (c) have garbage receptacles clearly marked respective to their Lot or business; and
- (d) maintain such receptacles within the Commercial garbage room in a clean and dry condition that is adequately covered; and
- (e) ensure that any waste that is not placed in the receptacles is removed within a reasonable period of time (no more than 24 hours); and
- (f) ensure that receptacles are maintained in a hygienic manner, to reasonably eliminate odours or the attraction of vermin or other pests; and
- (g) place the receptacles for collection at a time no more than 12 hours before the time at which garbage recyclable material or waste is normally collected
- (h) not place or store waste that does not fit in the garbage room into the building Common Areas; and
- (i) place the receptacles for collection at a time that is no more than 12 hours before the time at which garbage, recyclable material or waste is normally collected; and

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- (j) when the garbage, recyclable material or waste has been collected, promptly return the receptacles to the garbage room;
- (k) ensure that no form of chemical, biological, toxic, or other hazardous wastes are disposed in a manner that would contravene any relevant law applying to the disposal of such wastes
- (l) be able to demonstrate to the Owners Corporation that a private waste contractor agreement is in place (if requested in writing by the Owners Corporation)

12. Carrying out Building Works

12.1 When do you need consent?

- (a) Subject to the by-laws, you must obtain written consent from the Owners Corporation to carry out Building Works.
- (b) If your Building Works are Minor Renovations, the consent from the Owners Corporation may be given by a simple majority resolution of the Owners Corporation or the Strata Committee on behalf of the Owners Corporation.
- (c) For Major Renovations, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- (d) Cosmetic Works do not need consent from the Owners Corporation.

12.2 When is consent not necessary?

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

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign or a sign according to by-law 9.2 (The Developer); or
- (b) alter or remove an Inter-Lot Wall according to by-law 13 (Inter-Lot Walls); or
- (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must comply with by-laws 12.3 (Procedures before you carry out Building Works), 12.9 (Obligations when you carry out Building Works), 12.10 (Making arrangements with the Owners Corporation) and 12.11 (Bond) in relation to Building Works under by-laws 12.2(b) or (c).

12.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) for Major Renovations, lodge an application for approval with the Owners Corporation in accordance with clause 12.4.
- (b) obtain necessary consents from the Owners Corporation, relevant Authorities and Government Agencies;

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- (c) find out where service lines and pipes are located;
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services;
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and
- (f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 12 before you carry out Building Works.

12.4 Major Renovations application

The application for approval to Major Renovations must include the following:

- (a) a draft of the special resolution sought by the Owner authorising the carrying out of the work;
- (b) if ongoing management of Common Property affected by or the subject of the work is to be the responsibility of the Owner:
 - (i) a draft of the by-law to this effect;
 - (ii) the Owner's written consent to the making of the by-law; and
 - (iii) any fee prescribed by the Owners Corporation for making the by-law;
- (c) any fee prescribed by the Owners Corporation for approving the work;
- (d) a general description of the work;
- (e) detailed plans and specifications of the work;
- (f) if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building containing the Lot;
- (g) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);
- (h) information on all approvals, consents and permits required for the work;
- (i) copies of all approvals, consent and permits obtained for the work;
- (j) details of persons carrying out the work, including qualifications of the party appointed to supervise the work; and
- (k) arrangements to manage any resulting rubbish and debris.

12.5 How to apply for consent

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

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

12.6 Requests for further information

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

12.7 Criteria for deciding an application

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

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

12.8 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- (b) In respect of Building Works that add to Common Property, alter Common Property or erect new structure on Common Property, in accordance with Management Act, the conditions made by the Owners Corporation may in the special resolution include a condition that you are responsible for the ongoing maintenance of the relevant part of the Common Property, in which event this by-law (read with the special resolution) will be a by-law as contemplated in section 108(5) of the Management Act (as amended from time to time).
- (c) The Owners Corporation must:
 - (i) make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
 - (ii) immediately advise you in writing of its decision and any conditions that

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apply to its decision.

12.9 Obligations when you carry out Building Works

If you carry out Building Works, you must:

- (a) comply with the reasonable requirements and relevant consent of the Owners Corporation; and
- (b) comply with the requirements of all relevant Authorities and obtain the consent from such relevant Authorities; and
- (c) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (d) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (e) ensure the works are carried out without undue delay; and
- (f) ensure no materials, tools, rubbish, or debris are left lying about the Common Areas, leaving Common Areas and Property in a clean and tidy state; and
- (g) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier; and
- (h) ensure no damage is caused to any service lines installed through the Building, Common Property, or the property of any other Occupier, or if damage is caused, immediately make good that damage.

12.10 Making arrangements with the Owners Corporation

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

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

12.11 Bond

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

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13. Inter-Lot Walls and Internal Walls

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

- (a) Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:
 - (i) in the case of an Inter-Lot Wall, you own the Lot separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining lot; and
 - (ii) it is not a structural wall; and
 - (iii) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those lots); and
 - (iv) you comply with the procedures in clauses 13.2 and 13.3 of this by-law.

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

- (b) Subject to this by-law, you may install an Internal Wall if:
 - (i) the installation will not be or result in a breach of any condition of the Development Approval;
 - (ii) you obtain and comply with all necessary Government Agency consents;
 - (iii) you do not compromise the fire safety system for the Building and you comply with all applicable fire safety standards and requirements; and
 - (iv) you comply with the procedures in this by-law and the requirements of by-laws 13.3(a) to (j) inclusive.

13.2 What consents are necessary?

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

13.3 What are the conditions for carrying out the work?

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

- (a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building; and

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- (b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of \$20,000,000 or other amount acceptable to the Owners Corporation; and
- (c) carry out the work in a way that does not at any time compromise the fire safety of the Building; and
- (d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Building;
- (e) carry out the work in the method certified by the structural engineer under by-law 13.1 (When you may alter or remove an Inter-Lot Wall); and
- (f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (g) comply with by-laws 12.3 (Procedures before you carry out Building Works), 12.9 (Obligations when you carry out Building Works), 12.10 (Making arrangements with the Owners Corporation) and 12.11 (Bond); and
- (h) you obtain and comply with all necessary Government consents for altering or removing the Inter-Lot Wall; and
- (i) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and
- (j) you and the Owner of the adjoining lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

14. Agreement with the Building Manager

14.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building generally.

14.2 Initial Period

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

14.3 Delegation of functions

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

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14.4 Agreement during the Initial Period

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

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
- (b) the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

14.5 Agreements after the Initial Period

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

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

14.6 What provisions must be included in an agreement?

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

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

14.7 Duties of the Building Manager

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

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services; and
- (c) supervising the repair, maintenance, renewal, or replacement of Common Property; and
- (d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) coordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-

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laws; and

- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising the Building generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

15. Licences

15.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by special resolution at a general meeting.

15.2 What provisions may a licence include?

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

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

16. Car spaces

16.1 What are your obligations?

If you have a car space, you must:

- (a) provide the Owners Corporation with access to your car space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your car space clean and tidy;
- (c) use your car space only for lawful purposes;

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- (d) keep the car space free of vermin;
- (e) not enclose your car space;
- (f) not keep dangerous, noxious or inflammable items, materials or liquids in the car space; and
- (g) repair and make good any damage you cause to your car space.

16.2 Parking barriers

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

16.3 Electric car charging point

If you have an electric car charging point in your car space, to the extent the point and any cables and ducts form part of Common Property, you have exclusive use of that charging point and associated cables, ducts and equipment. You will be responsible for the cost of all electricity consumed by your charging point, and must, at your expense, ensure the supply of electricity to your charging point is through the metered supply of electricity to your Apartment.

17. Storage spaces

17.1 What are your obligations?

If you have a storage space, you must:

- (a) provide the Owners Corporation with access to your storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your storage space clean and tidy;

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- (c) use your storage space only for lawful purposes;
- (d) keep the storage space free of vermin;
- (e) not keep dangerous, noxious or inflammable items, materials or liquids in the storage space;
- (f) not stack items in your storage space at a height that is higher than 1.8 metres, within 500mm of the soffit above your storage space or at any lower height if it will interfere with the proper operation of fire sprinklers, ventilation or with service lines above your storage space; and
- (g) repair and make good any damage you cause to the storage space.

17.2 Maintenance of storage space gates and fences

You must, at your cost, keep your storage space gate and fence (or door and walls) in good repair and condition. You are responsible for the cost of the repair, maintenance and replacement of your storage space fence and gate (or door and walls). You may remove the gate or door to your storage space or a side fence or wall. If the fence or wall on any side of your storage space is shared by another storage space, you and the Owner of the lot that includes that storage space have the exclusive use of that fence or wall and are jointly responsible for the cost of the repair, maintenance and replacement of that fence or wall. You may only remove a shared storage space fence or wall with the consent of the Owner of the adjoining storage space.

18. Visitor Car Parking and Motorcycle Parking Spaces

18.1 Your obligations

You must:

- (a) comply with and any Rules made by the Owners Corporation about using the Visitor Car Parking Spaces or Motorcycle Parking Spaces;
- (b) not park or stand any vehicle in a Visitor Car Parking Space or Motorcycle Parking Spaces; and
- (c) have reasonable regard to the rights of other Occupiers to use the Visitor Car Parking Spaces or Motorcycle Parking Spaces;
- (d) not permit any other person to park or stand a vehicle in a Visitor Car Parking Space or motorcycle in a Motorcycle Parking Space unless that person is a genuine visitor of yours and does not stay in your Lot for more than consecutive two nights on any one occasion.

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19. Controlling traffic and parking on Common Property

19.1 Controlling traffic

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

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

19.2 Parking on Common Property

You must not stand or park vehicles on Common Property including Common Property driveways.

20. Planter Boxes

If your Apartment has a planter box, you must:

- (a) at your cost, attend to all planting, maintenance including waterproofing and related landscaping of the planter box to a standard consistent with the planting in Common Property garden areas or as otherwise required under the Development Approval; and
- (b) when watering the plants or soil make sure the water does not go on to Common Property or another Lot; and
- (c) if the Owners Corporation forms the view acting reasonably that the state of planting and upkeep of a planter box is not in accordance with the standard required under by-law 20(a) the Owners Corporation may, at your cost, do all works necessary to ensure compliance with by-law 20(a) and you must:
 - (i) provide access to the Lot for the Owners Corporation to carry out those works; and
 - (ii) reimburse the Owners Corporation for any costs incurred.

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21. Shared Zones

21.1 Purpose of Shared Zones

The Shared Zones are adjacent to the Disabled Car Spaces and are for the sole purpose of allowing wheelchair access when an Owner or Occupier or a visitor needs to park a motor vehicle in a Disabled Car Space.

21.2 Your Obligations

The Owners Corporation, you, or a visitor must:

- (f) only use a Shared Zone for the purpose in by-law 21.1;
- (g) ensure no materials, tools, rubbish or debris are left in a Shared Zone;
- (h) stand or park a motor vehicle in a Shared Zone;
- (i) must not block or obstruct a Shared Zone.

22. Damage to Common Property

22.1 What are your obligations?

Subject to the by-laws, you must:

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

22.2 When will you need consent from the Owners Corporation?

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

- (a) modify, damage or interfere with 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.

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23. Insurance premiums

23.1 Consent from the Owners Corporation

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

23.2 Payments for increased premiums

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

23.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

23.4 Insurance claims affecting only one Lot

If a claim made under an insurance policy effected by the Owners Corporation relates only to your Lot and is caused solely by an activity or omission within your Lot, you must pay any insurance excess payable in respect of that claim.

24. Security at the Building

24.1 What are your obligations?

The Owners Corporation regulates general security matters in the Building. You must comply with and Rules or by-laws in regarding general security matters.

24.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

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

24.3 Installation of security equipment

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

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24.4 Restricting access to Common Property

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

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

24.5 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

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

24.6 Restrictions on exercising rights

When the Owners Corporation exercises rights under this by-law:

- (a) it must comply with the Strata Management Statement; and
- (b) it must not interfere with Shared Facilities.

25. Security Keys

25.1 What are your obligations?

In addition to its powers under the Development Act and the Management Act, the Owners Corporation has the power to make agreements with another person (e.g. the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the another person an administration fee for the provision of Security Keys.

25.2 Rules

The Owners Corporation may make Rules about the giving of Security Keys and the Security Key system.

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25.3 Providing Owners and Occupiers with Security Keys

- (a) Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 24 (Security at the Building).
- (b) The Owners Corporation may not give you a Security Key and will not give you a Security Key for a Building in which you are not an Owner or Occupier.

25.4 Fees for additional Security Keys

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

25.5 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

25.6 Managing the Security Key system

The Owners Corporation has the power to:

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

25.7 What are your obligations?

You must:

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

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25.8 Some prohibitions

You must not:

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

25.9 Procedures if you lease your Lot

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

26. Fire control

26.1 What are your obligations?

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

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

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

26.2 Fire control laws

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

26.3 Restrictions about fire safety

You must not:

- (a) keep flammable materials on Common Property; or
- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes; or
- (d) keep flammable materials in your car space.

26.4 Preservation of Fire safety services

- (a) You must not do anything or permit any of your invitees to do anything in the Lot or Common Property that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the Lot or Common Property.

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- (b) You must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment in the Building except in the case of any emergency.
- (c) In accordance with the provisions of the Management Act, you must allow the Owners Corporation, through its agents, access to the Lot for the purpose of fire safety inspections and compliance with the requirements of the *Environmental Planning and Assessment Act 1979* (NSW).

26.5 Maintenance

The Owners Corporation must:

- (a) maintain and test all fire safety systems in the Building in accordance with the relevant Australian Standards; and
- (b) ensure that all fire safety systems in the Building are annually certified as part of the Annual Fire Safety Statement applicable for the Building.

26.6 False alarms

- (a) If you or anyone in your Lot do anything that causes an emergency alarm to be activated and an emergency service (such as a fire fighting service) to be dispatched to the Building in circumstances where there is no emergency, you will be responsible to reimburse the Owners Corporation on demand for any false alarm or similar fee rendered to the Owners Corporation.
- (b) Any amount payable to the Owners Corporation under this by-law (a Debt) will be recoverable in the same manner as unpaid contributions.
- (d) A Debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the Debt, bear interest at the same rate as unpaid contributions under section 85 of the Management Act.
- (e) The Owners Corporation may recover all of its expenses of recovering a Debt on an indemnity basis.

27. Services provided by the Owners Corporation

27.1 Services

The Owners Corporation has the power to supply services to each Lot including:

- (a) electricity, water, or gas supply;
- (b) stormwater maintenance;
- (c) air conditioning condenser water;
- (d) window cleaning;
- (e) Building washing;

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- (f) garbage disposal and recycling services;
- (g) telecommunication services (for example, internet connection, cable television);
- (h) telecommunication fibre repair and maintenance;
- (i) security services;
- (j) lift maintenance;
- (k) Common Property cleaning and maintenance;
- (l) onsite detention system filter maintenance services;
- (m) garden and landscape maintenance; and
- (n) re-oiling timber Balconies (if any).

27.2 Agreements with third parties

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

27.3 Agreements with Owners and Occupiers

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

28. Retail Grease Trap Provision

28.1 Retail Use of Grease Trap

The Owners of the Retail Lots have exclusive use of the Grease Trap which service the Retail lots and have special privilege to connect and use the Grease Trap to service their designated Retail Lot. Owners and Occupiers of Apartments cannot use the Grease Trap.

28.2 Retail obligations when utilising Grease Trap

- (a) Retail Owners must connect the Grease Trap to their Retail Premises at the cost of the Lot owner, and if more than one shares equal rights to their respective lot entitlements they must;
- (b) maintain and repair the Grease Trap exclusively servicing their Retail Lot; and
- (c) arrange for regular cleaning and pump outs of the Grease Trap exclusively servicing their Retail Lot; and
- (d) renew or replace the Grease Trap and any of the services or equipment pertaining thereto whenever it or they shall become worn out, damaged or inoperable.
- (e) Fulfil the terms of contracts and arrangements entered into by the owner with a pump

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out contractor and any other necessary contractor; and

- (f) Only use the Grease Trap for its intended purpose and for no other plumbing purpose; and
- (g) Bear and pay all charges for utilities such as power and water used in connection with the operation of the Grease Trap.

28.3 Power to enter into agreement

The Owners Corporation shall be entitled to have access to the Grease Trap and connections the subject of this by-Law upon reasonable notice to the occupier of the Lot to inspect such areas or for any other purpose permitted under the Management Act. In accessing the Lot, the Owners Corporation shall make every endeavour to ensure that there is no unreasonable interference with the business operations of the occupier of the Lot.

29. Exclusive Use of the Kitchen Exhaust

29.1 Power to enter into agreement

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Retail Lot.

29.2 Occupiers of Apartments

Occupiers of Apartments may not use the Kitchen Exhaust.

29.3 The Owners of the Retail Lots have:

- (a) exclusive use of the Kitchen Exhaust; and
- (b) the special privilege to connect and use the Kitchen Exhaust; and
- (c) the special privilege to make alterations to Common Property and install pipes, wire, cables and ducts in Common Property necessary to connect your Lot to the Kitchen Exhaust, as long as this is not visible from outside the parcel (except with the Owners Cooperation approval)
- (d) Owners do not need consent from the Owners Corporation to exercise their special privileges under this Exclusive Use By-Law.

29.4 Owners of the Retail lots are permitted to do the following:

- (a) install and retain exhaust motor and ancillary fixtures, fittings, plant, and equipment on common property (including roof), where required; and
- (b) connect to common property pipes, ducts, vents and other services; and
- (c) have unlimited access to pipes, ducts, vents and other services and the motor and ancillary facilities for the purpose of repairing, servicing, maintaining, and replacing

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the Kitchen Exhaust as and when required, provided that the Owner within a reasonable time rectifies any damage caused by that access.

29.5 Owners Obligations

The Owners of Retail Lots (connected to the Kitchen Exhaust) must, at their cost (and if more than one in shares equal to their respective unit entitlements):

- (a) properly maintain and repair the Kitchen Exhaust (but not structural maintenance repairs or replacements); and
- (b) arrange for regular cleaning of the Kitchen Exhaust; and
- (c) comply with the requirements of Government Agencies for Kitchen Exhausts; and
- (d) comply with the reasonable notice permit access to the Owners Corporation or any person carrying out repairs to ducts and other equipment; and
- (e) on reasonable notice permit access to the Owners Corporation or any person carrying out repairs to ducts and other equipment.
- (f) maintain, repair and, where necessary, replace any pipes, wires, cables, ducts, fans and filters installed according to this Exclusive Use By-Law to connect their Lot and operate the Kitchen Exhaust (whether or not they installed them).
- (g) The Owners Corporation must carry out structural maintenance, repairs and replacements of the Kitchen Exhaust.
- (h) Each Owner of the Retail Lot must (whether or not they have connected their Retail Lot to the Kitchen Exhaust) pay the costs incurred under by-laws 29.3, 29.4, and 29.5 in shares proportional to the unit entitlement of their Lot in relation to the total unit entitlements of all Retail Lots.

30. Agreement for supply of Embedded Network Services

30.1 Power to enter into agreement

- (a) The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to lots and Common Property and for the Building generally.
- (b) Without limiting its power under by-law 28.1(a), the Owners Corporation has the power to supply Embedded Network Services to lots and to account to Owners and Occupiers for payment for Embedded Network Services supplied by the Owners Corporation, including for payment based on metered usage or in accordance with unit entitlements.

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30.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

30.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

30.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- (a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

30.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- (b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and

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- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots.

30.6 What provisions must be included in an agreement?

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

- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

30.7 Provision of personal information

The Owners may, to the extent reasonably necessary, provide personal information of Owners and Occupiers to any Embedded Network Service provider or other provider of a service. Owners and Occupiers consent to their personal information being provided as contemplated in this clause.

31. Notice board

31.1 Maintenance of notice board

- (a) The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.
- (b) The Owners Corporation may use an internet based portal system for communications between you and the Owners Corporation, Strata Manager and Building Manager (and other service providers), which may include an online notice board.

31.2 Notices

If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

32. Rules

32.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control,

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management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

32.2 Changing Rules

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

32.3 What are your obligations?

You must comply with the Rules.

32.4 What if a Rule is inconsistent with the by-laws?

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

32.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

33. How are consents given?

33.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

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

33.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

33.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

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

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34. Hours of Operation and Use of Facilities

34.1 What can the Owners Corporation do?

The Owners Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the Strata Scheme:

- (a) that commercial or business activities may be concluded in a Lot or common property only during certain times. As at the date of creation of the Owners Corporation, this is 7am to 10pm; and
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

34.2 Occupier Obligations

An Occupier of a Lot must comply with a determination referred to in By-Law 34.1, unless the Occupier has received approval from local council to operate outside those hours.

35. Failure to comply with by-laws

35.1 What can the Owners Corporation do?

The Owners Corporation may do anything to your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

35.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

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

35.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

36. Service of documents, applications and complaints

36.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the

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Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the sender's computer or other electronic device used to send the e-mail.

36.2 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

37. Pre-Meeting & Electronic Voting

37.1 Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

37.2 Pre-Meeting Electronic Voting

- (a) The Owners Corporation, in addition to the functions conferred upon it by or under the Management Act (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Regulations.
- (b) The Strata Committee, in addition to the functions conferred upon it by or under the Management Act (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Regulations.

37.3 Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

37.4 Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or the Strata Manager must ensure that:

- (a) all rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Management Act, Regulations as well as the terms of this by-law, and
- (b) the venue and electronic means used have the appropriate capabilities that will

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enable the meeting to be conducted using those mediums.

Part 2 – Common Property Rights by-laws

38. Common Property Rights By-Laws

38.1 Purpose of the Common Property Rights By-Laws

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

38.2 Interpreting this by-law

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

38.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

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

38.4 Occupiers may exercise rights

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

38.5 Regular accounts for your costs

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

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

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38.6 Repairing damage

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

38.7 Indemnities

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

38.8 Additional insurances

In addition to your obligations under by-law 23 (Insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

39. Exclusive use of Air Conditioning System

39.1 Common Property Rights By-Law

By-law 38 ("Common Property Rights By-Laws") applies to this Common Property Rights By-Law.

39.2 Air conditioning for Lots

There is a separate Air Conditioning System for each Lot. Air Conditioning Systems comprise Common Property and may be maintained, repaired and replaced by the Owners Corporation.

39.3 Exclusive use rights

Each Owner of a Lot has exclusive use of the parts of the Air Conditioning System that are Common Property and that exclusively service their Lot.

39.4 Interpreting this by-law

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

39.5 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System which exclusively services your Lot:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of Government Agencies about air conditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and

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replace the parts of the Air Conditioning System that exclusively service your Lot; and

- (d) make prior arrangements with the Owners Corporation to gain access to any air conditioning equipment on Common Property
- (e) repair any damage to Common Property or the property of another Owner or Occupier of a Lot caused by the exercise of rights or compliance with obligations under this by-law; and
- (f) indemnify the Owners Corporation against all claims and liability caused by the exercise of rights or compliance with obligations under this by-law.

39.6 Paying for Air Conditioning Services

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

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

40. Levels 1, 8, and 9 Communal Areas

40.1 Owners Corporation not to grant exclusive use by-law

The Development Approval does not permit the Owners Corporation to, and the Owners Corporation must not grant an exclusive use by-law to an Owner or Occupier for the exclusive use of the Levels 1, 8, and 9 Communal Areas.

40.2 Common Property Rights By-Law

By-law 38 ("Common Property Rights By-Laws") applies to this Common Property Rights By-Law.

40.3 Rules

The Owners Corporation may make Rules for an Owner or Occupier to use of the Levels 1, 8, and 9 Communal Areas.

40.4 Owners or Occupiers may use the Level 1 Communal Area

Subject to this by-law and the Rules, each Benefited Lot Owner may use the Levels 1 Communal Area within the Building (as the context permits).

40.5 Owners or Occupiers of Building B only may use the Level 8, and 9 Communal Areas

Subject to this by-law and the Rules, each Benefited Lot Owner of Building B may use the

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Levels 8 and 9 Communal Areas within the Building (as the context permits).

40.6 Your obligations

When using the Level 1, 8, or 9 Communal Areas:

- (a) you must not and ensure that your visitors do not make noise or behave in a way that might unreasonably interfere or disturb another Owner or Occupier;
- (b) you must not and ensure that your visitors do not use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) and you must ensure that your visitors do not smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are using the Levels 1, 8, and 9 Communal Areas or allow smoke or vapour from them to enter Common Property or any other Lot;
- (d) you must ensure that you make your visitors leave the Building if they do not comply with the by-laws;
- (e) you must ensure you take reasonable care about who you invite onto the Levels 1, 8, and 9 Communal Areas;
- (f) you must accompany your visitors at all times, except when they are entering or leaving the Levels 1, 8, and 9 Communal Areas;
- (g) you must not and ensure that your visitors do not do anything which is illegal or dangerous;
- (h) you must not and ensure that your visitors do not do anything which might damage the good reputation of The Crescent, the Owners Corporation or the Building; and
- (i) you must remove all rubbish and clean the Levels 1, 8, and 9 Communal Areas after use.

41. Initial Maintenance Schedule

41.1 Preparation of an Initial Maintenance Schedule

- (a) Under sections 16 and 115 of the Management Act, the original owner must prepare and provide to the Owners Corporation (on or before the First AGM) an initial maintenance schedule, which sets out, amongst other things, inspection and maintenance schedules for common property to avoid damage to it, including for:
 - (i) exterior walls, guttering, downpipes and roof;
 - (ii) pools and surrounds, including fencing and gates;
 - (iii) air conditioning, heating and ventilation systems;
 - (iv) fire protection equipment, including sprinkler systems, alarms, and smoke detectors;

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- (v) security access systems; and
- (vi) embedded networks and micro-grid.
- (b) The Owners Corporation must:
 - (i) follow the initial maintenance schedule; and
 - (ii) raise sufficient contributions to allow it to follow the initial maintenance schedule; and
 - (iii) engage such contractors as is required to enable it to follow the initial maintenance schedule.
- (c) Each Owner must notify the Original Owner of any urgent or other works required to Common Property within 14 days of being aware of it

42. Exclusive use and Special Privileges

42.1 Common Property Rights By-law Table

- (a) Part 3 contains the Common Property Rights By-law Table which:
 - (i) describes the exclusive use rights and special privileges;
 - (ii) identifies those of Building for which the Owners within a Building have an exclusive use right or special privilege; and
 - (iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.
- (b) Reference to a 'column' is a reference to a column in the Common Property Rights Table.

42.2 Exclusive use and special privilege

The Owners in a Building have the exclusive use rights and special privileges identified in column 2.

42.3 Maintenance and repair

- (a) The party identified in column 4 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, that part of the Common Property the subject of the exclusive use right or special privilege.
- (b) Where the Owners Corporation has the maintenance and repair responsibility, the Benefited Lot Owner must give the Owners Corporation access to that part of the Common Property the subject of the Common Property Rights By-law to enable the Owners Corporation to carry out its Functions.
- (c) Where the Owners Corporation has the maintenance and repair responsibility, and

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the Exclusive Use Table indicates the costs for doing so can be recovered from a Benefited Lot Owner:

- (i) In accordance with its right to do so under section 143 of the Management Act, the Owners Corporation may require the payment of money by the Benefited Lot Owner;
- (ii) If there is more than one Benefited Lot Owner, each Benefited Lot Owner must pay that money according to the proportion of the unit entitlement of its Residential Lot bears to the aggregate unit entitlement of all Residential Lots having the exclusive use or special privilege; and
- (iii) the Owners Corporation must determine and recover the monies in the manner provided by by-law 40.

(d) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.

42.4 Obligations

- (a) When carrying out work to a Building or Common Property in connection with a Function under a Common Property Rights By-law, or when carrying out a Function under a Common Property Rights By-law, Benefited Lot Owners must:
 - (i) ensure the work or Function is carried out in a competent and proper manner;
 - (ii) use only qualified and, where appropriate, licensed tradesmen;
 - (iii) ensure the work or Function is carried out without undue delay;
 - (iv) ensure no materials, tools, rubbish or debris are left lying on Common Property;
 - (v) cause as little disturbance as is practicable to other Owners;
 - (vi) ensure any damage caused to any part of the Common Property is repaired; and
 - (vii) ensure any damage to the property of another Owner is repaired.
- (b) The party with the responsibility for the maintenance and repair of a part of Common Property must:
 - (i) regularly clean it;
 - (ii) keep it in a safe and good state of serviceable repair;
 - (iii) replace it if, and when necessary;
 - (iv) where it would be usual or good practice to do so, or the requirement of a Law or a Government Agency to do so, cause to have prepared the required certificates for it;

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- (v) insure it (if appropriate) or pay any insurance in the premium for the Owners Corporation insurance;
- (vi) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with it; and
- (vii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Government Agency in connection with it.

(c) Except as permitted by this Part 2, noting in this Part 2 gives a Benefited Lot Owner the right to make alterations, additions, or changes to Common Property.

42.5 Rights

Benefited Lot Owners have the following additional special privileges about an item of Common Property over which they have an exclusive use right or special privilege:

- (a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the original item;
- (b) to access all relevant parts of the Common Property for such time as may be necessary for the purposes of carrying out Functions in this Part 4; and
- (c) to penetrate all relevant parts of the Common Property for the purposes of carrying out a Function in this Part 2.

42.6 Risk

When exercising a Function under a Common Property Rights By-law, the Benefited Lot Owners:

- (a) do so at their own risk; and
- (b) agree to release the Owners Corporation from all liability except where the Owners Corporation or its servants, agents or contractors have been negligent.

42.7 Structural elements

An exclusive right or special privilege does not extend to structural elements of the Common Property (which remains the responsibility of the Owners Corporation) unless stated otherwise in the relevant Common Property Rights By-law.

43. Common Property Rights By-law Work

A party with the rights to carry out work under a Common Property Rights By-law must comply with those parts of by-law 12 that apply to Common Property Rights By-laws.

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44. Procedures for Cost Recovery by Owners Corporation

44.1 Obligations of Owners Corporation

- (a) For each annual general meeting, the Owners Corporation must prepare separate budgets for each Building Common Property and Remainder Common Property.
- (b) At each annual general meeting, the estimates of monies to be paid to be paid into the administrative fund and capital works fund must be based on the approved budgets.
- (c) If there is a dispute as to whether an item is a Residential Building A, Residential Building B, or Remainder Common Property then it is to be regarded as Remainder Common Property.
- (d) When preparing the budget, the Owners Corporation may include an amount to cover the estimated long-term expenditure.
- (e) Following each annual general meeting, the Owners Corporation must give each Benefited Lot Owner regular invoices for the 12-month period following the meeting based on the determination made at the meeting.
- (f) Invoices to each Benefited Lot Owner for each 12-month period:
 - (i) must be based on the determination made at the relevant meeting; and
 - (ii) must set out the time for payment (which must be in advance and which may be either quarterly at the same time as contributions to the administrative fund and the capital works fund or such other period as reasonably determined by the Owners Corporation).
- (g) If expenditure for a 12-month period exceeds the amount determined for that period, then the Owners Corporation may issue additional invoices to cover the expenditure.
- (h) If expenditure for a 12-month period is less than the amount determined for that period, then at the discretion of the majority Benefited Lot Owners, the Owners Corporation may reimburse the overpayment in the same proportions as the payments were made.
- (i) The Owners Corporation:
 - (i) must deposit in the appropriate account the amounts collected by it;
 - (ii) must keep proper records and books of account of matters in connection with its obligations in this Part 2; and
 - (iii) if an auditor is appointed, must have the income and expenditure the subject of this Part 2 audited in the same manner as other expenditures of the Owners Corporation.

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44.2 Obligations of Benefited Lot Owners

- (a) Each Benefited Lot Owner:
 - (i) must pay the Owners Corporation on time each invoice issued to it by the Owners Corporation under this Part 2; and
 - (ii) must give the Owners Corporation access to the Common Property Items to enable the Owners Corporation to carry out its Functions in this Part 2 and otherwise as required by the Management Act.
- (b) A Benefited Lot Owner must pay interest on each invoice which remains unpaid by it at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions levied by the Owners Corporation.

44.3 Rights of Owners Corporation

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest and legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.

44.4 Purchasers

If a person becomes the Owner of a Benefited Lot at a time when the former Owner is liable to pay money to the Owners Corporation under this Part 2, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.

45. Residential Building Common Areas (including Levels 1, 8, and 9 Communal Areas)

45.1 Benefited Lots

The Benefited Lots for the purposes of this by-law are the Lots in relation to their respective Building Common Area.

45.2 Conditions

When using the Residential Building Common Area, Benefited Lot Owners:

- (a) must only use the area for limited recreational purposes and not for commercial purposes or for any purpose associated with carrying on an enterprise, business or trade or any purpose associated with a business or activity;
- (b) may only use the area between the hours of 8 am and 9 pm on each day of the week;
- (c) must not leave or deposit rubbish on the area;
- (d) cause as little disturbance as is practicable to other Owners and Occupiers; and

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- (e) must comply with the rules and directions of the Owners Corporation about the use of the area.

45.3 Prohibitions

Benefited Lot Owners must not:

- (a) place or construct on or attach an item to the Residential Building Common Area that is of a permanent or structural nature; or
- (b) carry out the following activities on the Residential Building Common Area:
 - (i) functions and parties for large groups;
 - (ii) ball games;
 - (iii) smoking;
 - (iv) sporting activities; and
 - (v) physical fitness activities.

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Part 3 – Common Property Rights By-law Table

Column 1	Column 2	Column 3	Column 4
No.	Exclusive use or special privilege	Benefited Lot	Party responsible for maintenance and repair
1.	Exclusive use of the following building elements relevant to the Benefited Lot (including all associated Apparatus): <ul style="list-style-type: none"> (a) Intercom Unit; (b) the mechanical ventilation system including the horizontal ventilation and exhaust ducts and fans for the bathrooms, kitchens, and laundry; (c) the tiles and associated membrane on all floors and walls wherever located (including the Balcony); (d) doors and windows (including window tracks); (e) the hardware on doors and windows (including without limitation locks, closers, and restrictors); (f) timber floors and skirting; (g) meters; (h) all internal appliances; (i) smoke detectors; (j) storage space cages; and (k) letterbox. 	All Lots	Benefited Lot Owner
2.	Exclusive use of all lights and light fittings relevant to the Benefited Lot (including down lights and lights on the Balcony) and associated Apparatus	All Lots	Benefited Lot Owner

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3.	Exclusive use of and special privilege to connect to and use the hot water system relevant to the Benefited lot (including all associated Services Agreements)	All Lots	Benefited Lot Owner
4.	Exclusive use of and special privilege to connect to and uses the Air Conditioning System relevant to the Benefited Lot	All Lots	Benefited Lot Owner
5.	Special Privilege to access and use the Residential Building Common Area subject to the conditions in by-law 42	All Lots	Owners Corporation with costs recovered from the Benefited Lot Owners in accordance with by-law 42.
6.	Special Privilege to access and use the Level 1 Communal Area of the Building subject to the conditions of 42	All Residential Lots	Owners Corporation with costs recovered from the Benefited Lot Owners in accordance with by-law 42.
7.	Special Privilege to access and use the Levels 8 and 9 Communal Areas of Residential Building B subject to the conditions of 42	All Residential Lots within Building B	Owners Corporation with costs recovered from the Benefited Lot Owners in accordance with by-law 42.
8.	Exclusive use of the Residential Building Common Property	All Lots	Owners Corporation with costs recovered from the Benefited Lot Owners in accordance with by-law 42.
9.	Exclusive use of the Commercial Kitchen Exhaust	Retail Lots 106, 107, 108, 109, 110, and 111.	Owners Corporation with costs recovered from the Benefited Lot Owners in accordance with by-law 42

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Registered:		Office use only

46. Interpretation

46.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air conditioning System include, without limitation:

- (a) air handling units and equipment;
- (b) cables, conduits, pipes, wires, ducts, pumps and fan units; and
- (c) air conditioning condenser units.

Apartment means a residential Lot in the Building.

Architectural Code means a set of regulations established by relevant authorities specifying the standards for buildings and structures

Balcony means a balcony, a terrace, or a courtyard in an Apartment.

Benefited Lot means an Apartment or Lot having the benefit of a Common Property Rights By-law.

Benefited Lot Owner means the Owner of a Benefited Lot.

Building means the building constructed within the Strata Scheme and includes both Building A and Building B.

Building A means the portion of the building constructed within the Strata Scheme that includes, but not limited to, the addresses at 8 The Crescent, Fairfield NSW 2165 and 10 Court Road, Fairfield NSW 2165.

Building B means the portion of the building constructed within the Strata Scheme that includes, but not limited to, the addresses at 6 The Crescent, Fairfield NSW 2165.

Building Common Area means the areas within the Building that are Common Property.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 14 (Agreement with the Building Manager).

Building Works mean works, alterations, additions, damage, removal, repairs, or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls; or
- (b) the structure of your Lot; or
- (c) the internal walls inside your Lot (e.g. a wall dividing two rooms in your Lot); or
- (d) Common Property services; or

Approved Form 7	Strata Plan By-laws	Sheet 60 of 65 sheets
Registered:		Office use only

(e) services in the Building, whether or not they are for the exclusive use of your Lot.

Building Works exclude:

- (f) Cosmetic Work; and
- (g) works or alterations to the interior of Common Property walls in a Lot (e.g. hanging pictures or attaching items to those walls); and
- (h) works which you are entitled to carry out under a Common Property Rights By-Law.

Common Property means Common Property in the Building and personal property of the Owners Corporation.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Cosmetic Work has the meaning given in the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

Council means Fairfield City Council.

Developer means The Crescent Developments Pty Ltd ACN 159 859 677.

Development Act means the *Strata Schemes Development Act 2015 (NSW)*, as amended from time to time.

Development Approval means Council's notice to applicant of determination of a development application in respect of development application no. DA 1236.3/2003 dated 16th June 2015, as varied, modified or replaced from time to time.

Disabled Car Space means a car space designated on the Strata Plan.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Lots in the Building, and includes associated equipment and fittings located within the Common Property.

Embedded Network Customer Services means customer relationship services in relation to any other Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services.

Embedded Network Equipment means meters, plant, machinery, equipment and fittings located within the Strata Lots and Strata Schemes associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies an Embedded Network Service.

Embedded Network Service means the supply of any of:

- (a) electricity;
- (b) electricity generation systems;
- (c) electricity storage systems;

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Registered:		Office use only

- (d) gas;
- (e) thermal energy;
- (f) hot water;
- (g) chilled water;
- (h) potable water;
- (i) recycled water;
- (j) chilled refrigerant;
- (k) heated refrigerant;
- (l) sewage removal systems;
- (m) waste removal systems;
- (n) water supply systems;
- (o) internet services;
- (p) telecommunication systems;
- (q) mobile telephone signal distribution services;
- (r) fibre communications;
- (s) Embedded Network Customer Services;
- (t) Embedded Network management services; or
- (u) Solar power systems; or
- (v) Electric vehicle chargers; or
- (w) any other embedded network service.

Function means right, duty or obligation.

Garbage Room means the garbage waste room and recycling waste rooms located within the Strata Schemes associated with or ancillary to the Building designated for use by your Lot.

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

Grease Trap means a grease interceptor, grease recovery device or grease converter located on the Lot for the purpose of intercepting grease and solids before entering the wastewater disposal system.

Initial Period has the same meaning as it does in the Management Act.

Inter-Lot Wall means a Common Property wall between two Lots.

Approved Form 7	Strata Plan By-laws	Sheet 62 of 65 sheets
Registered:		Office use only

Internal Wall means a wall within a Lot that is not a Common Property wall.

Kitchen Exhaust means any Common Property kitchen exhaust located in the Building and which services the Retail Lots. The kitchen exhaust includes all Common Property pipes, ducts, vents and other services associated with the use, operation, maintenance, repair and pump out of the kitchen exhaust.

Lot means a Lot in the Strata Plan.

Major Renovations has the meaning ascribed to it by the Management Act, which at the date of registration of these by-laws means all work which is not Cosmetic Work or Minor Renovations and includes:

- (a) work which results in additions to the Common Property, alterations to the Common Property or the creation of a new structure on Common Property for the purposes of improving or enhancing the Common Property;
- (b) Common Property Rights By-law Work;
- (c) work involving structural changes or which may or are likely to impact on or affect the structural integrity of the Building;
- (d) work that detrimentally affects the safety of a Lot or Common Property, including fire safety systems;
- (e) work that changes the external appearance of a Lot, including the installation of an external access ramp;
- (f) work that changes the colour of external surfaces of a Lot or the Building (including those on the Balcony);
- (g) work involving waterproofing or the plumbing or the exhaust system in the Building;
- (h) work which is likely to interfere with the services in the Building;
- (i) the erection of a structure on a Lot;
- (j) work to a Balcony (such as, by way of example only, enclosing it or changing security screens, railings, or balustrades); and
- (k) work for which consent or another approval is required under any Act other than the Management Act.

Management Act means the *Strata Schemes Management Act 2015 (NSW)*, as amended from time to time.

Minor Renovations has the meaning given in the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing, or installing wiring and cabling and reconfiguring walls.

Motorcycle Parking Spaces means the spaces marked as MB on the Strata Plan

Occupier means the occupier, lessee or licensee of an Apartment.

Approved Form 7	Strata Plan By-laws	Sheet 63 of 65 sheets
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Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if an Apartment is subdivided or re-subdivided, the owners for the time being of the new Lots; and
- (c) for an Exclusive Use By-Law, the owner of each Lot benefiting from the by- law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners - Strata Plan No. SP No. 109465, being the Owners Corporation for the Building.

Regulations means the *Strata Schemes Management Regulation 2016 (NSW)*.

Remainder Common Property means those parts of the Common Property that are not a Building Common Area.

Residential Building means any or all of the Building to be established within the Crescent development.

Retail Lot means any or all of Lots 106, 107, 108, 109, 110, and 111 in the Strata Scheme for use as retail or commercial purposes.

Rules mean Rules made by the Owners Corporation according to by-law 32 (Rules).

Security Keys means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Zone means the area designate SZ on the Strata Plan.

Special Privilege means a special privilege as defined in the Management Act.

Strata Committee means the Strata Committee of the Owners Corporation.

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

Strata Plan or Strata Scheme means SP No. 109465, being the strata plan for the Building.

Visitor Car Parking Spaces means the visitor car spaces marked VP on the Strata Plan.

46.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) the word "you" means an Owner or Occupier; and

Approved Form 7	Strata Plan By-laws	Sheet 64 of 65 sheets
Registered:		Office use only

- (c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) the singular includes the plural and vice versa; and
- (i) the words “include”, “including” “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

46.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

46.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

46.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

46.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

46.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

Approved Form 7	Strata Plan By-laws	Sheet 65 of 65 sheets
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Executed as an agreement.

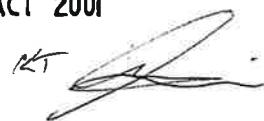
**Signed sealed and delivered on behalf of
The Crescent Developments Pty Ltd ACN 159 859 677
by its director pursuant to section 127 of the Corporations Act 2001:**



Ali Bahmed
Sole Director/Secretary

Mortgagee Execution:

**EXECUTED BY PAYTON SECURITY SERVICES PTY LTD, ACN 677 316 620
IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT 2001
~~AS TRUSTEE FOR THE PAYTON SELECT INVESTMENT FUND~~**



DIRECTOR NAME: DAVID DI PILLA

DIRECTOR SIGNATURE:.....

Kieran Turner 2/7/25

DIRECTOR/SECRETARY NAME: ANDREW SELIM



DIRECTOR/SECRETARY SIGNATURE:.....



No. 169 OCT 31 PM 16 1997

NEW SOUTH WALES

\$ 100 New South Wales

R.P. 13A

FEES:-

(1) Lodgment
Endorsement

MEMORANDUM OF TRANSFER

STAMP DUTY
(REAL PROPERTY ACT, 1900.)

313-00

31-100

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

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

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

EIGHTY THOUSAND DOLLARS

(\$80,000.00) (the receipt whereof is hereby acknowledged) paid to it by

UNITED PLAN (FAIRFIELD PROPERTIES) PTY. LIMITED does ~~do~~ hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

UNITED PLAN (FAIRFIELD PROPERTIES) PTY. LIMITED a Company duly incorporated and having its registered office at 32 York Street, Sydney

(herein called transferee)

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ") Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	St. Luke	Whole	4634	138	
Cumberland	St. Luke	Whole	6620	53	

62213 B

35797-W 1,68 K 1165-2 51 437-1 V. C. N. BRIGHT, GOVERNMENT PRINTER

And the transferee covenant(s) with the transferor^e that the transferee its successors and assigns will not at any time hereafter do or suffer to be done upon the land hereby transferred any act or thing by which the said land shall be used for the commercial presentation of motion pictures. The benefit of the said covenant is appurtenant to all that piece of land comprised in Certificate of Title Volume 7788 Folio 22 and the burden of the said covenant is upon the land hereby transferred and this covenant may be released varied or modified by the transferor.^e

d Strike out if unnecessary, or suitably adjust.

(i) if any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.^e

Reservations and conditions, if any, contained in the Crown Grant.

e A very short note will suffice.

K 1165-2 S: 437-2

L630537

No. _____

Lodged by

Address

Phone No.

MINTER SIMPSON & CO.

SOLICITORS

68 PITT STREET
SYDNEY

PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution read marginal note.)

1.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or of the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19_____

Signed in my presence by _____

who is personally known to me _____

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Received Docs.

Nos.

Receiving Clerk

Indexed	MEMORANDUM OF TRANSFER (Covenant)
Checked by	Particulars entered in Register Book
C9	11-11-1969
Passed (in S.D.B.) by	at 2 p.m.
Signed by	 Registrar General



LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		

VOL. _____ FOL. _____

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919 AS AMENDED



Sheet 1 of 3 Sheets

DP1191755 B

Plan of Redefinition of Lot 26 in DP2218

FULL NAME & ADDRESS
OF PROPRIETORS OF LAND

No.4 The Crescent, Fairfield NSW 2165

PART 1

**1. IDENTITY OF EASEMENT
SECONDLY REFERRED TO
IN ABOVEMENTIONED PLAN**

**Easement to Permit Encroaching
Structure to Remain 0.06 wide**

SCHEDULE OF LOTS ETC AFFECTED

LOT BURDENED

27/2218

LOT BENEFITED

100/

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919 AS AMENDED

(LENGTHS ARE IN METRES)

Sheet 2 of 3 Sheets

Plan of Redefinition of Lot 26 in DP2218

DP1191755

PART 2

Name of Authority having the power to release vary or modify the
Easement firstly referred to shall be Fairfield City Council.

The Council of the City of Fairfield

.....

Council Authorised Person



INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919 AS AMENDED

Sheet 3 of 3 Sheets

DP1191755

Plan of Redefinition of Lot 26 in DP2218

AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED ACN 11 005
357 522 by its Attorney under Power of
Attorney Book No. 4465 No. 246

Sign

Name .. SHARON. WEE ..
Acting/Manager Securities

Witnessed by:

Sign .. LAL. N. R. RAMADEV ..
Name .. LAL. RAMANAYAKE ..

4/833 Collins Street, Dockland, 3008

Signed by EMU Group Pty Ltd (ACN 133 207 520)
pursuant to s.127 of Corporations Act 2001

Alaa Alameri
sole director /secretary

Executed by FANEU HOLDINGS PTY LTD (ACN 003 246 124) by:

Alaa Alameri ..
Director

ROY SERGI ..
Name (block letters)

Alaa Alameri ..
Director/Secretary

JANELLE SERGI ..
Name (block letters)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

[Sheet ..1.. of ..5.. sheets]

Plan: DP1311733

Plan of Easement over Lot 27 in DP 2218
Subdivision Certificate No.

Full name and address of the owner of the land: THE CRESCENT DEVELOPMENT PTY LIMITED
OF 10 COURT ROAD, FAIRFIELD NSW 2165

Part 1 [Creation]

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction on the Use of Land or Positive Covenant to be created and referred to in the plan	Burdened lot/s or parcel/s:	Benefited lot/s, road/s, bodies or Prescribed Authorities:
1	Easement for Padmount Substation 2.75 wide (A)	Lot 27 DP2218	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Restriction on the Use of Land (B)	Part Lot 27 DP2218 shown (B)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Positive Covenant (C)	Part Lot 27 DP2218 shown (C)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

Part 1A [Release]

Number of item shown in the intention panel on the plan	Identity of Easement or profit a prendre to be released and referred to in the plan	Burdened lot/s or parcel/s:	Benefited lot/s, road/s, bodies or Prescribed Authorities:
1	M544886 Easement for electricity purposes	Lot 30 DP2218 in auto consol 11639-220	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 as statutory successor of Prospect County Council



Digitally signed by
Michelle Allamby
Date: 30/10/2024

.....
Signature of authorised delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

[Sheet 2. of 5. sheets]

Plan: DP1311733

Plan of Easement over Lot 27 in DP 2218
Subdivision Certificate No.

Part 2 [Terms]

1. Terms for Easement for Padmount Substation 2.75 wide (A) numbered 1 on the Plan.

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

2. Terms for Restriction on the Use of Land (B) numbered 2 on the Plan.

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

3. Terms for Positive Covenant (C) numbered 3 on the Plan.

The terms set out in Section 11 of Memorandum AR578978 are incorporated into this document.



Digitally signed by
Michelle Allamby
Date: 30/10/2024

.....
Signature of authorised delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

[Sheet ..3.. of ..5.. sheets]

Plan: **DP1311733**

Plan of Easement over Lot 27 in DP 2218
Subdivision Certificate No.

Execution by the registered proprietor

Executed on behalf of the corporation named below by the authorised person (s) whose signature (s) appear below pursuant to the authority specified.

Company Name: THE CRESCENT DEVELOPMENT PTY LTD

Company ACN or ABN: ACN 159 859 677

Authority: section 127 of the Corporations Act 2001

Signature:



Name: **ALI BAHMED**

Position: **MANAGING DIRECTOR**

SOLE DIRECTOR/SECRETARY

Signature:

Name:

Position:



Digitally signed by
Michelle Allamby
Date: 30/10/2024

.....
Signature of authorised delegate

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88B Conveyancing Act 1919.**

[Sheet 4. of 5. sheets]

Plan: DP1311733

Plan of Easement over Lot 27 in DP 2218
Subdivision Certificate No.

Execution by Mortgagee

Executed by Payton Capital Limited ACN 163 122 478 as trustee for the Payton Select Investment Fund

Director name: David Di Pilla

Director signature: 

Director/Secretary name: Andrew Selim

Director/Secretary signature: 


Digitally signed by
Michelle Allamby
Date: 30/10/2024

.....
Signature of authorised delegate

01/07/2025

Edmond Khoury Solicitors
19 Westward Street
Kareela
NSW 2232

Dear Sir/ Madam,

Following is your planning certificate as requested. Should you have any further queries please contact Council on (02) 9725 0821.

PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979 as amended)

Applicant:	Edmond Khoury Solicitors
Certificate No.:	2501/2025
Applicant's Reference:	TCPL 07/25
Issue Date:	01/07/2025
Receipt No.:	

PROPERTY ADDRESS:	10 COURT ROAD FAIRFIELD NSW
2165 LEGAL DESCRIPTION:	Lot: 1 DP: 1312090



Marcus Rowan
MANAGER STRATEGIC LAND USE PLANNING

PLEASE NOTE: This is page 1 of 17. Should this certificate or any subsequent copy not contain this many pages, please confirm with Council prior to acting on the basis of information contained in this certificate under Section 10.7(2) not inclusive of Flood Information Sheet.

**Information provided under
Section 10.7(2) of the Environmental Planning and Assessment Act 1979**

Notes:

- (1) The following prescribed matters may apply to the land to which this certificate relates.
- (2) Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.
- (3) The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 3 of the Environmental Planning and Assessment Regulation 2021 and is applicable as at the date of this certificate.
- (4) Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them by either contacting Council on (02) 9725 0821 or attending Council's Administration Centre at 86 Avoca Road, Wakeley.

1. Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

State Environmental Planning Policies (SEPP)

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts – Western Parkland City) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Regional Environmental Plans (Deemed SEPP)

There is no Regional Environmental Plan applying to this land.

Local Environmental Plans (LEP)

Fairfield Local Environmental Plan 2013

Published on NSW Legislation Website: 17/05/2013.

In Force from: 31/05/2013.

As Amended.

Development Control Plans (DCP)

The land is subject to adopted Development Control Plans. (See attached schedule).

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject of community consultation or on public exhibition under the Act that will apply to the carrying out of development on that land.

Draft State Environmental Planning Policies (SEPP)

There is no draft SEPP applying to this land.

Draft Local Environmental Plan (LEP)

There is no other draft LEP applying to this land.

Draft Development Control Plan (DCP)

No Draft DCP applies

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –

- It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- for a proposed environmental planning instrument – the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

None relevant.

(4) In this section, ***proposed environmental planning instrument*** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in any zone, however described –

(a) what is the identity of the zone,

MU1 Mixed Use

(b) the purposes for which development in the zone

(i) may be carried out without development consent

Environmental protection works; Home-based child care; Home occupations

(ii) may not be carried out except with development consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; 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; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item (b)(i) or (b)(iii).

(iii) is prohibited,

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home businesses; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Multi dwelling housing; Open cut mining; Recreation facilities (major); Research stations; Resource recovery facilities; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies.

c) whether any additional uses apply to the land,

There are no additional uses permitted with consent.

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

No development standards that fix the minimum land dimensions for the erection of a dwelling house apply to this land. Controls in other policies and plans may apply.

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

No.

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

No

(g) whether an item of environmental heritage, however described, is located on the land.

No.

Attention is drawn however to Clause 5.10(5) of Fairfield Local Environmental Plan 2013:

"The consent authority may, before granting consent to any development:

**(a) on land on which a heritage item is located, or
(b) on land that is within a heritage conservation area, or
(c) on land that is within the vicinity of land referred to in paragraph (a) or (b),**

require a heritage management document to be prepared to assess the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned."

3. Contributions plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Fairfield City Local Infrastructure Contributions Plan 2023 applies to all land within the City of Fairfield.

(2) If the land is in a special contributions area under the Act, Divisions 7.1, the name of the area.

None.

4. Complying development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

because of that Policy clause 1.17A (1) (c)- (e), (2), (3) or (4), 1.18 (1)(c3) or 1.19.

Housing Code:

No. The Housing Code does not apply to this land.

Rural Housing Code:

No. The Rural Housing Code does not apply to this land.

Low Rise Housing Diversity Code:

No. The Low Rise Housing Diversity Code does not apply to the land.

Housing Alterations Code:

Complying development under the Housing Alterations Code may be carried out on the land.

General Development Code:

Complying development under the General Development Code may be carried out on the land.

Industrial and Business Alterations Code:

Complying development under the Industrial and Business Alterations Code may be carried out on the land.

Industrial and Business Buildings Code:

Complying Development under the Industrial and Business Buildings Code may be carried out on the land.

Container Recycling Facilities Code:

Complying development under the Container Recycling Facilities Code may be carried out on the land.

Subdivisions Code:

Complying development under the Subdivision Code may be carried out on the land.

Demolition Code:

Complying development under the Demolition Code may be carried out on the land.

Fire Safety Code:

Complying development under the Fire Safety Code may be carried out on the land.

Agritourism Code:

No. The Agritourism Code does not apply to the land.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

None relevant.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that –

- (a) a restriction applies to the land, but it may not apply to all of the land, and
- (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

FLOOD CONTROL LOT

The subject property is identified as a flood control lot as defined under the SEPP (Exempt & Complying Development Codes) 2008 and SEPP (Housing) 2021. Development under the SEPP (Exempt and Complying Development Code) 2008 and SEPP (Housing) 2021 must not be carried out on any part of a flood control lot, other than that part of the lot that the council or a professional engineer who specialises in hydraulic engineering has certified, for the purposes of the issue of the relevant complying development certificate, as not being any of the following—

- (a) a flood storage area,
- (b) a floodway area,
- (c) a flow path,
- (d) a high hazard area,
- (e) a high risk area.

Under the SEPP (Exempt & Complying Development Codes) 2008 and SEPP (Housing) 2021 certification is also required from a professional engineer specialising in hydraulic engineering that a range of critical development standards, requirements, restrictions and exclusions applying to various categories of residential, commercial and industrial complying development located on a flood control lot have been met.

Further details in relation to flood levels relevant to the site can be obtained by applying for a 10.7(5) planning certificate and accompanying Council flood information sheet.

For further information please contact Council's Catchment Planning Branch on 9725 0222

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

The Housing Code is varied in its application by omitting clauses 3.16(1(a) and 4 and 3.23(3).

5. Exempt development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Yes - exempt development may be carried out on the land.

(2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

Not applicable

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
(a) a restriction applies to the land, but it may not apply to all of the land, and

Restrictions apply to carrying out exempt development on the land or part of the land as it is identified as a flood control lot. Refer to the SEPP (Exempt and Complying Development Codes) 2008 for further information.

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

To be exempt development, the development must meet the requirements and criteria specified under the SEPP (Exempt and Complying Development Codes) 2008 that can be viewed on the NSW Legislation Website at www.legislation.nsw.gov.au/browse/inforce.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

None.

6. Affected building notices and building product rectification orders

(1) Whether the council is aware that –

(a) an affected building notice is in force in relation to the land, or
(b) a building product rectification order is in force in relation to the land that has been fully complied with, or
(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section –
affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.
building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

None relevant.

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The land is not reserved for acquisition under Fairfield Local Environmental Plan 2013.

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under-

- (a) the *Roads Act 1993*, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

The land is not affected by any road widening proposal under Division 2 of Part 3 of the Roads Act or Fairfield Local Environmental Plan 2013.

9. Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Based on the information currently available to Council, the land or part of the land is within the flood planning area and is subject to flood related development controls.

Mainstream Flooding

This parcel is within the floodplain and identified as being within a Medium Flood Risk Precinct as a result of mainstream flooding.

The term mainstream flooding means inundation of normally dry land occurring when water overflows the natural or artificial banks of a stream, river, estuary, lake or dam.

The term Medium Flood Risk Precinct is defined as land below the 100-year flood level that is not within a High Flood Risk Precinct. This is land that is not subject to a high hydraulic hazard or where there are no significant evacuation difficulties.

Overland Flooding

Based on the information currently available to Council, this land is not affected by overland flooding. However, this is subject to future flood studies and reviews.

Note: The above Flood Risk Precinct classification(s) and associated flood related development controls mean that the subject land is a 'Flood Control Lot'. Under a number of State Environmental Planning Policy (SEPP), certification must be provided by a professional engineer specialising in hydraulic engineering for any form of complying development proposed on the land. See Part 4. Complying development, section (3) of this certificate for further information.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Based on the information currently available to Council, the land is not between the flood planning area and the probable maximum flood. However, this is subject to future flood studies and reviews.

Note: The flood information is the current information to date. However, Council reviews flood studies on an on-going basis and new information may become available in future. Please contact Council's Catchment Planning Division on 9725 0222 for any updated information.

(3) In this clause –
flood planning area has the same meaning as the Flood Risk Management Manual.
Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. Council and other public authority policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Policies on hazard risk restrictions are as follows:

(i) Landslip

The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of landslide risk or subsidence.

(ii) Bushfire

Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as

defined in Part 4 of the Environmental Planning and Assessment Act 1979.

(iii) Tidal Inundation

No.

(iv) Subsidence

No, the land is not so affected

(v) Acid Sulfate Soils

Clause 6.1 of Fairfield Local Environmental Plan 2013 applies to the land. The Fairfield LEP 2013 Acid Sulfate Soil map indicates that the subject land is located within 500 metres of land with the potential for acid sulfate soils. The degree of affectation, if any, would be taken into consideration by Council for any works (in particular those involving excavation), which are likely to lower the watertable on adjacent land with the potential for acid sulfate soils.

(vi) Contamination

The provisions of Section 3.6 - Land Contamination of the Fairfield City Wide DCP applies to all land in the Fairfield Local Government Area. Under State Government planning legislation, this requires Council to take into consideration the potential for contamination of land when a development application or a rezoning proposal is considered by Council, having regard to current or previous uses of the land

(vii) Aircraft Noise

None relevant

(viii) Salinity

A Council adopted policy No 67. Building in saline environments applies to the land.

(ix) Coastal hazards

None relevant.

(x) Sea level rise

None relevant.

(xi) Any other risks

No, the land is not so affected

(2) In this section—

adopted policy means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

If the land includes any residential premises, within the meaning of the *Home Building Act 1989, Part 8, Division 1A*, that are listed on the register kept under that Division, a statement to that effect.

Not Applicable.

13. Mine Subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of of the *Coal Mine Subsidence Compensation Act 2017*.

No, this land is not affected.

14. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that –

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

(2) The date of any subdivision order that applies to the land.

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

No such plan or order applies to the land.

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but

only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the the Biodiversity Conservation Trust.

Note: "Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

No such agreement applies to the land.

17. Biodiversity certified land

If the land is biodiversity certificate land under the *Biodiversity Conservation Act 2016*, Part 8, a statements to that effect.

Note : Biodiversity certified land includes land certified under the *Threatened Species Conservation Act*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

The land is not biodiversity certified land.

18. Orders under Trees (Disputes between Neighbours) Act 2006

Whether an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

No

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section –

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existing before 1 January 2011.

No annual charges under section 553B of the *Local Government Act 1993*, are applicable to the land.

20. Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts – Western Parkland City) 2021*, Chapter 4 the land is –

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or

No

- (b) shown on the Lighting Intensity and Wind Shear Map, or

No

- (c) shown on the Obstacle Limitation Surface Map, or

No

- (d) in the “public safety area” on the Public Safety Area Map, or

No

- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

No

21. Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

None.

22. Site compatibility certificates and development consents for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.

None.

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

None.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

None.

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note –

A public water utility may not be the provider of some or all 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.

Not applicable.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

- (a) that the land to which the certificate relates is significantly contaminated land—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order—if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal—if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order—if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Continuously updated information in relation to the above matters can also be found by searching the records of the Environmental Protection Authority (EPA) at

the website of the EPA. The search page can be found at: <http://www.epa.nsw.gov.au/prclmapp/searchregister.aspx>.

The following information is available to Council but may not be current:

The land is not within an investigation area or remediation site under Part 3 of the Contaminated Land Management Act 1997.

The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.

The land is not subject to a Voluntary Management Proposal that is the subject of the Environment Protection Authority's agreement under Section 17 of the Contaminated Land Management Act 1997.

The land is not subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

Note 2: Any advice received by Council pursuant to section 26(2) of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009, is included below.

No such certificate applies to the land.

FAIRFIELD CITY COUNCIL DEVELOPMENT CONTROL PLANS

Fairfield Citywide Development Control Plan

Title	Adopted by Council*	Effective Date
Fairfield Citywide Development Control Plan 2024 (Amendment 1)	13 May 2025	26 May 2025

Place Based and Site Specific Development Control Plans

Title	Adopted by Council*	Effective Date
Bonnyrigg Town Centre DCP 2018	6 August 2019	4 September 2020
Cabramatta Town Centre DCP 5/2000 (Amendment No. 4)	10 May 2022	07 October 2022
Fairfield City Centre DCP 2013 (Amendment No. 3)	10 May 2016	25 May 2016
Canley Corridor DCP No.37 2013 (Amendment No. 9)	10 May 2016	25 May 2016
Prairiewood Town Centre – Southern Precinct DCP 2013	13 November 2012	31 May 2013
Site Specific DCP – Wetherill Park Market Town (Amendment No. 1)	13 May 2025	2 June 2025
Fairfield Heights Town Centre DCP 2018	06 August 2019	05 June 2020
Villawood Town Centre DCP 2020 (Amendment No. 3)	13 May 2025	26 May 2025

Master Plans

Title	Adopted by Council*	Effective Date
Prairiewood Masterplan (December 2005)	13 November 2012	31 May 2013
Fairfield Town Centre Masterplans – The Crescent and Barbara Street Precincts (May 2007)		May 2007

Urban Design Studies

Title	Adopted by Council
Fairfield City Centre Key Sites Urban Design Study	27 March 2018
Fairfield Heights Town Centre Urban Design Study	27 March 2018
Villawood Town Centre Urban Design Study	27 March 2018
Fairfield City Centre Urban Design Study – Whole of Centre	14 June 2022
Cabramatta Town Centre Urban Design Study	14 June 2022
Canley Vale Local Centre Urban Design Study	14 June 2022
Carramar Neighbourhood Precinct Urban Design Study	14 June 2022
Yennora Neighbourhood Centre Urban Design Study	9 May 2023

* Note: Some "In Force" Development Control Plans may be under review, check with Council for date of last amendment.

Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
Sections 6.4 (c), 6.9 & 6.10

Certificate No.:	14/0312-10
Subject land:	6-8 The Crescent & 10 Court Road, Fairfield NSW 2165
Lot & DP:	Lots 6-8, Sec 27 & 28 DP 2218 Lot 10 Sec 29-32 DP 2218 (Lot 1 DP 1312090, as consolidated)
Applicant:	Oussama Mahfouf
Address:	19 Westward St, Kareela NSW
Contact:	0424-100-052
Owner:	The Crescent Development Pty Ltd.
Type of Certificate:	Final
Determination:	Approved
Attachments:	<ul style="list-style-type: none"> ▪ Other documentation relied upon ▪ Final Fire Safety Certificate (including section 49(1)(i) details) ▪ Amended Fire Safety Schedule
Whole/Part of building works:	Whole
BCA Classification:	Class 2, 5, 6, 7a, 7b & 9b
DA No.:	1236/2003, S.96(3), MOD(4), MOD(5)
Issued by:	Fairfield City Council
Construction Certificate No's.:	14/0312-01 (Issued by Stan Spyrou BPB1977), 14/0312-02 (Issued by Maurice Freixas BDC2515), 14/0312-03, 14/0312-04, 14/0312-05, 14/0312-06, 14/0312-07, 14/0312-08 & 14/0312-09
Date:	30/09/2015, 08/03/2021, 23/12/2021, 14/04/2022, 13/10/2022, 24/05/2023, 09/08/2023, 03/04/2024 & 28/02/2025
Accreditation Level:	Registered Certifier – Building Surveyor Unrestricted
Registration No.:	BDC 2162
Accreditation Body:	NSW Fair Trading

I certify that:

- the health and safety of the occupants of the building have been taken into consideration where an interim/partial occupation certificate is being issued, and
- a current development consent or complying development certificate is in force for the building, and
- if any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- a fire safety certificate has been issued for the building, and
- a report from the Fire Commissioner has been considered (if required).

Signed:



Determination Date: 04/07/2025

Helen Daskalakis
Registered Certifier

Liability limited by a scheme approved under Professional Standards Legislation

Performance Solution Reports

Title	Date	Reference & Version	Report Prepared By	Accreditation No.
Fire Engineering Report	2/02/2024	274721, Rev V4.	Derya Horasan of Scientific fire Services.	BDC 2272
Performance Solution Report	19/08/2021	NSW14/0312, Revision 1.	Jazmyn Stol of East Coast Accessibility Pty Ltd.	-
External Wall & Roof Weatherproofing Compliance Performance Solution	7/03/2024	150078.CPS1.R1.1	Danny Bernard of Façade & Remedial Engineering Services Pty Ltd.	DEP0000463

2 July 2025

Infotrack Pty Limited

Reference number: 8004429570

Property address: 10 Court Rd Fairfield NSW 2165

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
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. 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

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. 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?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. 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.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 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 the *Environmental Planning and Assessment Act 1979* (NSW) 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?

(h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

16. 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?

17.

- (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 Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (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?

18. 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.

19.

- (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

20. 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 rights 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?
- (e) If the Property or common 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?

21.

- (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
 - (ii) 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

22. 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.

23. Are there any mediations currently being conducted by the Commissioner for Fair Trading, Department of Customer Service in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.

24. 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.

25. 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.

26. 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?

27. 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

28. Has the initial period expired?

29. 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?

30. If the Property includes a utility lot, please specify the restrictions.

31. 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?

32. 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 or each appointment expire; and
- (c) what functions have been delegated to the strata managing agent and/or the building manager.

33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.

34. 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.

35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015 (NSW)*? If so, has the memorandum been modified? Please provide particulars.

36. 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?

37. 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.

38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

39. 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?

40. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.

41. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) 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.

42. 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?

43. Has an internal dispute resolution process been established? If so, what are its terms?

44. 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

45. 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

46. 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 5 business days prior to completion.

47. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.

48. If any document created for 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.

49. Searches, surveys and enquiries must prove satisfactory.

50. The purchaser reserves the right to make further requisitions prior to completion.

51. 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

52. 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) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
- (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
- (d) 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.