

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 95149395	NSW DAN:
vendor's agent	Infinity Property 38/112 McEvoy Street, Alexandria NSW 2015		Phone: 9678 4367 Fax: Ref:
co-agent			
vendor	BENNY WONG		
vendor's solicitor	Mills Legal Suite 302 183 Macquarie St, Sydney NSW 2000		Phone: 02 9220 4707 Fax: Ref: 22:1807:Wong
date for completion	42 days after the contract date	(clause 15)	Email: michelle@millslegal.com.au
land	6/22 KENNEDY ST KINGSFORD NSW 2032		
(Address, plan details and title reference)	LOT 6 IN STRATA PLAN 71092 6/SP71092		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

**GST AMOUNT (optional)**

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

Pexa

**Electronic transaction** (clause 30)

☐ no ☒ YES

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

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

**land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

First Strata Pty Ltd  
488 Anzac Parade, Kingsford NSW 2032

Ph: 1300 301 175

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <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).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, 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 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under 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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 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 s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 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 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any 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 form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

## **26 Crown purchase money**

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

27.1 This clause applies only if the land (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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge 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>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

## **CONDITIONS OF SALE BY AUCTION**

If the property is or is intended to be sold at auction:

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale of the land 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 commencement of the auction, announced clearly and precisely, the number of the 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 interests 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 or 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.
- (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.

## SPECIAL CONDITIONS

### 33. Amendments to Standard Clauses

#### 33.1 Amendments

Clauses 1 – 32 in this contract (**Standard Clauses**) are amended as follows:

- (a) in the definition of "*settlement cheque*" in clause 1, the words "*a building society, credit union or other FCA institution as defined in Cheques Act 1986*" are deleted;
- (b) Clause 2.4, add the words "or pay the deposit by other means including electronic transfer" after the words "giving a cheque".
- (c) in clause 7.1.1, "5%" is replaced with "\$1.00".
- (d) clause 5.2.3 is deleted and the following provision is inserted:

*"5.2.3 in any other case – within 21 days"*;
- (e) in clause 8.1.1, the words ", *on reasonable grounds*," are deleted;
- (f) clause 8.2.2 is deleted;
- (g) in clauses 10.1.8 and 10.1.9 the word '*substance*' is replaced with '*existence*' and the word '*disclosed*' is replaced with '*noted*';
- (h) clause 11 is deleted;
- (i) clause 14.4.2 is deleted;
- (j) in clause 16.7, the words "*cash (up to \$2,000) or*" are deleted
- (k) clause 16.8 is deleted;
- (l) clause 16.13 of the contract is deleted and replaced by the following:

*"16.13 If the purchaser requests the vendor to complete this contract at a place that is not the completion address and the vendor in his absolute discretion agrees to do so, then the purchaser must:*

  - (a) *pay to vendor's solicitors a fee of:*
    - (i) *\$88 (inclusive of GST) if the location for settlement requested by the purchaser is some place in the Central Business District of Sydney; or*
    - (ii) *\$165 (inclusive of GST) if the location for settlement requested by the purchaser is some place outside the Central Business District of Sydney; and*

(b) *reimburse to the vendor any additional fees incurred by the vendor to any mortgagee or other person required by the vendor to be in attendance at the settlement at the location requested by the purchaser.*”;

(m) clause 19 is amended by adding the following subclause:

‘19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2010 (NSW)* is the remedy prescribed by that regulation.’;

(n) clause 23.6.1, the words are deleted and replaced with ‘*If a contribution is not a regular contribution and it is not disclosed in this contract, the vendor is liable for it if it was determined on or before contract date and it is due on or before the original settlement date set out in the contract and the purchaser is liable for it if it is due after the original settlement date set out in this contract*’;

(o) clause 23.9 is deleted

(p) clause 23.13 is amended the word “*Vendor*” with the word “*Purchaser*”. The purchaser is authorised to apply for the sec 184 certificate from the strata managers and provide the same to the Vendor.

(q) clause 23.14 is deleted.

(r) clause 24.3.3 is deleted;

(s) clause 25 is deleted.

(t) clause 29 is deleted;

### 33.2 Inconsistency

In the event of any inconsistency between these special conditions and the Standard Clauses, these special conditions will prevail.

### 33.3 Contract binds estate

A reference to a party includes the executor(s) and administrator(s) of that party's estate.

## 34. Notice to complete

34.1 If either party is unable or unwilling to complete by the date for completion, the other party will be entitled at any time after the date for completion to serve a notice to complete making the time for completion essential. Such a notice must give not less than 14 days’ notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the

parties to be reasonable and sufficient to render the time for completion essential.

**35. Delays in completion**

- 35.1 If the purchaser does not complete this purchase by the date for completion, without default by the vendor, the purchaser must pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as 8% per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the date for completion to the day on which this sale is completed.
- 35.2 Where the vendor is entitled to issue a notice to complete and a notice to complete is issued the purchaser will pay the vendor's additional costs of \$350.00 plus GST, which will be paid as an adjustment in favour of the vendor on settlement.

**36. Agent**

The purchaser warrants that he has not been introduced to the property or the vendor by a real estate agent (other than the vendor's agent named herein, if any) and indemnifies the vendor against any claim made by any such agent for commission together with any costs or expenses incurred by the vendor which may arise as a result of a breach of this warranty by the purchaser. This clause 36 does not merge on completion.

**37. GST**

- 37.1 'GST' refers to Goods and Services Tax under A New Tax System (Goods and Services Tax) Act 1999 ('GST Act') and the terms have the same meaning as defined in the GST Act.
- 37.2 It is a condition of this contract that the Purchaser agrees that the Purchaser shall use the property in such way that will not cause GST to be payable in relation to this sale and purchase.
- 37.3 If the Purchaser breaches this condition, the Purchaser must indemnify the Vendor in relation to any liability for Goods and Services Taxes, interest and penalties thereon which the Vendor may have by reason of supply of the property being a taxable supply within the meaning of Section 9-5 of GST Act.
- 37.4 In the event of the Vendor becoming liable for GST, because of the Purchaser's failure to comply with this clause, the Purchaser agrees to pay to the Vendor within fourteen (14) days after the Vendor's liability for GST on this sale and purchase is confirmed by correspondence or assessment from Commissioner of Taxation, the amount of GST, including any penalty, interest and fine and the Vendor shall deliver to the Purchaser a Tax Invoice.
- 37.5 This clause shall not merge on completion, determination, termination rescission or otherwise ending of this contract.

**38. Cancelled settlement booking**

If the purchaser cancels a settlement booking after appropriate arrangement have been made due to no fault of the Vendor, for each occasion, the purchaser must allow or pay to the vendor on settlement:

- (a) the sum of \$220.00 including GST to cover the vendor's additional costs in rescheduling and preparing for settlement and any other expenses to the Vendor in addition to settlement monies representing Vendor's agency fees.
- (b) Should the settlement be held electronically then the Special Condition 38 (a) will apply if the settlement is not completed by the scheduled date.

**39. Requisitions on title**

Notwithstanding the provisions of clause 5 the purchaser agrees not to serve any further requisitions that require the vendor to respond to requisitions already provided for in the form of requisitions attached to the contract.

**40. Purchaser's acknowledgments and warranties**

**40.1 Improvements and inclusions**

The purchaser acknowledges that the improvements on the property and the inclusions referred to in the particulars in this contract have been inspected by the purchaser and are being purchased in their present condition and state of repair, subject to fair wear and tear and subject to any infestation and dilapidation and the purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of the materials used in the construction of the improvements or any defect either latent or patent in those improvements or the furnishings or chattels comprised in the property.

**40.2 Other matters**

The purchaser represents and warrants that the purchaser:

- (a) was not induced to enter into this contract by and did not rely on any representations made by the vendor, the vendor's agent or persons on behalf of the vendor or warranties about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the property or the view from the property or about any financial return or income to be derived from the property or anything in an advertisement or sales brochure or report) except those representations and warranties set out in this contract;
- (b) has relied entirely on its own enquires prior to entering into this contract relating to the property including, without limitation, the services supplied to or running through the property, compliance matters and all environmental matters;

- (c) has satisfied itself as to its obligations and rights under this contract and has obtained independent legal advice; and
- (d) has inspected all documentation attached to this contract and is aware of all of the terms of and restrictions and prohibitions contained in this documentation.

#### **41. Death, incapacity or bankruptcy**

41.1 Either party may:

- (a) rescind this contract, if the other party (and if more than one person comprises that other party then any one of them) is an individual who:
  - (i) dies; or
  - (ii) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs; or
- (b) terminate this contract if the other party is:
  - (i) an individual (and if more than one person, then any one of them) who becomes bankrupt; or
  - (ii) a company, which a company which resolves to go into liquidation, has a petition for its winding-up presented, enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* or similar legislation or has a liquidator, administrator, receiver or receiver and manager of it appointed.

41.2 If anything in clause 41.1(b) occurs, then the parties agree that there has been a failure to comply with an essential provision of this contract.

41.3 Either party may rescind or terminate this contract under this clause 41 without affecting any of its other rights.

#### **42. Documents**

If there is any mortgage or caveat registered on the title to the property as at completion, the purchaser must accept on completion a discharge of mortgage and/or withdrawal of caveat duly executed and in registrable form and the purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of such documents.

#### **43. Building certificate**

43.1 If the purchaser applies for a building certificate in respect of the property under the *Environmental Planning and Assessment Act 1979*, the purchaser acknowledges and agrees that the vendor will not be required to undertake any works that may be required, or to comply with any notice issued, by the

relevant council as a result of the purchaser's application for a building certificate.

43.2 The purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract because, as a result of the purchaser's application for a building certificate, the Council:

- (a) will not issue a building certificate for any reason whatsoever; and/or
- (b) requires works to be undertaken at the property.

43.3 This clause 43 does not merge on completion.

#### **44. Vendor disclosures**

44.1 The vendor discloses that the vendor does not warrant the accuracy or completeness of any document in the attachments to this contract.

44.2 The purchaser will not be entitled to make any claim or requisitions, delay completion, rescind or terminate in respect of any matter disclosed or noted in this contract, including in the documentation attached to this contract.

#### **45. Deposit**

45.1 The parties agree that, despite any other reference to the deposit contained in this contract, the deposit is always the amount equal to 10% of the price.

45.2 If the vendor agrees to accept the deposit in instalments, the deposit is payable as follows:

- (a) 5% on the date of this Contract; and
- (b) 5% (the Balance) on the date that is the earlier of:
  - (i) the date scheduled for completion; and
  - (ii) the date of termination of this contract due to the default or breach of the Purchaser.

45.3 The Purchaser acknowledges that if clause 45.2 is applicable to this contract:

- (a) it is for the sole benefit of the Purchaser; and
- (b) if the Balance becomes payable as a consequence of its default:
  - (i) this does not constitute a penalty under this contract and is the balance of the deposit that the Vendor would have otherwise been entitled to pursuant to clause 9 had the Vendor insisted on receiving the full deposit from the Purchaser on the contract date;
  - (ii) the Balance is immediately payable by the Purchaser to the Vendor and is payable despite this contract being terminated.

45.4 This clause 45:

- (a) is an essential term of this contract; and
- (b) does not merge on completion.

**46. FIRB approval**

46.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the purchaser or to this contract.

46.2 The purchaser must indemnify the vendor against any penalties, fines, legal costs, claims, loss or damage suffered as a result of a breach of warranty contained in this clause 46.

46.3 This clause will not merge on completion.

**47. Deposit Bond**

47.1 If the vendor accepts a bank guarantee or deposit bond (Deposit Bond) in lieu of a cash deposit, the Deposit Bond must be an unconditional bank guarantee or deposit bond with an expiry date no earlier than 6 months from the date of its issue from an institution and in a form approved by the vendor in its absolute discretion, and:

- (a) the delivery of the Deposit Bond on the date of this contract to the deposit holder will, to the extent of the amount guaranteed under the Deposit Bond, be deemed to be payment of the deposit in accordance with this contract; and
- (b) on completion of this contract, the purchaser will pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Deposit Bond, by way of unendorsed bank cheque, whereupon the vendor will return the Deposit Bond to the purchaser.

47.2 If the vendor serves on the purchaser a notice of termination under clause 9, the purchaser will immediately pay the deposit (or so much of it as has not been paid) to the depositholder.

47.3 The vendor acknowledges that a payment by the guarantor under the Deposit Bond will, to the extent of the amount paid, satisfy the purchaser's obligations to pay the deposit under clause 47.1(b).

**48. Finance**

The purchaser:

- (a) warrants that either no finance is required, or satisfactory arrangements have been made for finance to assist the purchaser with the acquisition of the property; and

- (b) shall not terminate this contract by reason of the unavailability of finance on completion and the purchaser acknowledged that as a result of making this disclosure the purchaser cannot and will not terminate this contract pursuant to Australian consumer credit legislation.

#### **49. Guarantee**

- 49.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- 49.2 The word “guarantor” means the directors and/or secretary of the purchaser company, being the persons who have signed this contract on behalf of the purchaser company.
- 49.3 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
  - (a) payment of all moneys payable by the purchaser under this contract; and
  - (b) the performance of all of the purchaser's other obligations under this contract.
- 49.4 The guarantor:
  - (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
  - (b) must pay on demand any money due to the vendor under this indemnity.
- 49.5 The guarantor is jointly and separately liable with the purchaser to the vendor for:
  - (a) the performance by the purchaser of its obligations under this contract; and
  - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 49.6 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
  - (a) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (b) the release or discharge of any person;
  - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser.

49.7 This clause binds the guarantor and the executors, administrators and assignees of the guarantor.

49.8 This clause 48 operates as a deed between the vendor and the guarantor and does not merge on completion.

## **50. Release of deposit**

50.1 The Purchaser authorises the depositholder to release such part or all of the deposit to the Vendor as is needed by the Vendor

- (a) To clear the Land Tax over the property; Or
- (b) To purchase of another property. The Vendor may apply any monies released to the payment of the Vendor's deposit or stamp duty on such purchase.
- (c) To discharge the vendor's liabilities under any mortgage associated with the property.

This Clause shall not prejudice the rights of the Purchaser in the event of its lawful rescission of this Contract and the Vendor shall refund to the Purchaser the whole of the deposit within one (1) month after such rescission.

## **51. Electronic signatures.**

51.1 The parties agree to accept, for the purposes of exchange of contracts, signatures by either the vendor or the purchaser which are facsimile, digital images or any other form of electronic signature. The parties agreed that they shall not make any requisition, objection, claim for compensation or delay completion due to the manner of execution of this contract as at exchange.

## **52. Land Tax**

52.1 Notwithstanding if the adjustment of Land Tax is marked "NO" on the page 2 of this contract, the parties agrees that should the completion be delayed past 31 December of the current year through no fault of the Vendor. Then Land Tax is to be adjusted on completion in accordance with clause 14.

## REQUISITIONS ON TITLE

### REQUISITIONS

### REPLIES

1.	In these requisitions PROPERTY means land together with Improvements and Fixtures, LAND means land without Improvements and Fixtures, IMPROVEMENTS means Improvements and Fixtures	Noted.
2.	Is the Vendor(s) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?	No.
3.	Are there any pending/current litigation proceedings against the Vendor which might/will affect the Property?	No.
4.	Has the Vendor been served with any notice, order, or claim under any relevant family law legislation which may impact the sale?	No.
5.	Does the Vendor have any liability regarding fixtures and/or inclusions subject to credit contract, hire purchase agreement, bill of sale, charge, lease, lien or encumbrance?	No.
6.	The Vendor will ensure all mortgages, writs and caveats are removed from the title on or prior to completion.	Noted.
7.	Is the Vendor aware of any latent defects in title to the property?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
8.	Is the Vendor aware of any notice or communications under Section 124 of Local Government Act 1993 which is not disclosed in the contract?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
9.	Are there any outstanding notices issued under Section 121H of the EPAA 1979 and/or Section 735 Local Government Act 1993?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
10.	Is the Vendor aware of any restrictions on use of or development of the property by potential land slip, bush fire, flooding, tidal inundation, noise exposure or subsidence?	Vendor relies on contract.
11.	Under the Home Building Act 1989, is there a requirement by the Vendor to provide a certificate which is not included in contract?	No.
12.	Is the land affected by the Contaminated Land Management Act 1997? If so, have any order been served and complied with?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
13.	Is the Vendor aware of the following affecting part or whole of the property:  (a) Any easement, licence, agreement or right in respect of utilities, pipes or services which benefit or affect the property?	Vendor relies on contract.
	(b) Any proposal for re-alignment or road widening adjacent to the property?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.

	(c) Any proposal or notice by any statutory or public authority for work to be carried out or monies to be paid on the property or adjacent to the land?	Not to the vendor's knowledge. The purchaser should rely on own enquiry.
	(d) Any claim or correspondence to close, obstruct or limit access to/from/over the land?	Not to the vendor's knowledge.
14.	If the sale is subject to existing tenancy, the Vendor will provide a copy of the current lease to the purchaser.	Noted.



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
triSearch (Website)  
Ph. 1300 064 452 Fax.

FOLIO: 6/SP71092

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/2/2022	2:38 PM	7	28/6/2019

LAND

----

LOT 6 IN STRATA PLAN 71092  
AT KINGSFORD  
LOCAL GOVERNMENT AREA RANDWICK

FIRST SCHEDULE

-----

BENNY WONG (TZ AP356438)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP71092  
2 SP71092 POSITIVE COVENANT  
3 SP71092 POSITIVE COVENANT

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

22:1807:Wong

PRINTED ON 21/2/2022

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



FOLIO: CP/SP71092

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/2/2022	2:38 PM	6	6/11/2019

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 71092  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSFORD  
LOCAL GOVERNMENT AREA RANDWICK  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP71092

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 71092  
ADDRESS FOR SERVICE OF DOCUMENTS:  
THE OWNERS -STRATA PLAN NO. 71092  
C/- STRATA CHOICE CBD  
LOCKED BAG 1919  
ST LEONARDS NSW 1590

SECOND SCHEDULE (5 NOTIFICATIONS)

-----

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
2 J451150 COVENANT  
3 SP71092 POSITIVE COVENANT  
4 AM922411 INITIAL PERIOD EXPIRED  
5 AP662235 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

-----

STRATA PLAN 71092

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 45	2	- 45	3	- 47	4	- 46
5	- 43	6	- 45	7	- 49	8	- 49
9	- 49	10	- 48	11	- 49	12	- 51
13	- 51	14	- 51	15	- 51	16	- 57
17	- 55	18	- 57	19	- 57	20	- 55

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

22:1807:Wong

PRINTED ON 21/2/2022

STRATA CERTIFICATE

SURVEYOR'S CERTIFICATE

Name of Applicant / Accredited Certifier: **LTAU, DIN**  
 Being satisfied that the requirements of the  
 Strata Scheme (Freehold Development) Act 1973  
 have been complied with, approves of the proposed  
 strata plan / subdivision / development.  
 Illustrated in the annex to this certificate.

The accredited certifier is satisfied that the plan is consistent with  
 a relevant development consent in force, and that all conditions of  
 the development consent have been complied with, and that the plan  
 is consistent with any applicable conditions of any development consent  
 in force.

The Council does not object to the encroachment of the  
 building beyond the alignment of .....  
 that allows the encroachment.

This approval is given on condition that the use of lot (s) .....  
 being utility (s) shall be used primarily for the storage or  
 accommodation of boats, motor vehicles or goods and not for human  
 occupation or any other purpose, and that the use of the property  
 shall be subject to a 1st or proposed 1st not being such a utility  
 lot (s) of the strata scheme concerned, as referred to in  
 Section 88 of the Strata Scheme (Freehold Development) Act 1973  
 as amended.

Date: **10/09/03**  
 Subdivision No: **15193**

Accredited by: **30251**  
 Relevant Development Consent No: **03/00731AL**  
 Issued by: **RANDWICK COUNCIL**

Complete or delete if applicable

1. **EDWARD PALATIS**  
 2. **TUNKS STREET WAREHOU NSM 2050**  
 a surveyor registered under the Surveyors Act 1929,  
 hereby certify that:

(1) each applicable requirement of  
 Schedule 1A to the Strata Scheme (Freehold  
 Development) Act 1973 has been met;  
 (2) the building encroaches on a public place  
 on the building encroaches on land (other than a  
 public place), in respect of which encroachment  
 an appropriate easement  
 has been created by registered +  
 is to be created under section 88B of the  
 Surveyors Act 1929;  
 (3) the survey information recorded in the accompanying  
 location plan is accurate.

Signature: **[Signature]**  
 Date: **30/8/03**

Delete if Inapplicable  
 State whether dealing on plan, and quote registered number.  
 This is sheet 1 of my plan in 8 sheets

1. **AS APPLICABLE** - Deleted by - same adopted for three schemes  
 (delete the word "deleted")  
 2. **KEEPING OF STRATA** - Deleted by - same adopted for three schemes  
 3. **SCHEDULE OF BY-LAWS** - Deleted by - same adopted for three schemes  
 4. **NO BY-LAWS** - Deleted by - same adopted for three schemes  
 5. **STRIKE OUT** - Deleted by - same adopted for three schemes

SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	45	11	49
2	45	12	51
3	47	13	51
4	46	14	51
5	43	15	51
6	45	16	57
7	49	17	55
8	49	18	57
9	49	19	57
10	48	20	55
		TOTAL	1000

PLAN OF SUBDIVISION OF LOT 1 IN DP 1059453

LGA : RANDWICK Suburb/Locality : KINGSFORD

Parish : ALEXANDRIA County : CUMBERLAND

Name of, and address for  
 service of notices on, the  
 Owners Corporation  
 Address required on  
 original strata plan only.  
 THE OWNERS OF STRATA PLAN NO. 71092  
 22 KENNEDY STREET, KINGSFORD 2032.

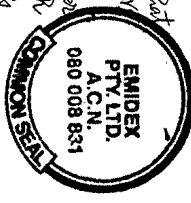
FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3 OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT.
2. POSITIVE COVENANT.
3. POSITIVE COVENANT.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF THE  
 COMMERCIAL BANK OF NEW SOUTH WALES  
 BY ITS ATTORNEYS WHO HEREBY STATE  
 THAT THEY HAVE NO NOTICE OF ANY  
 INTEREST IN THE LAND TO WHICH THIS INSTRUMENT  
 RELATES.  
 KAT TAI, DIRECTOR



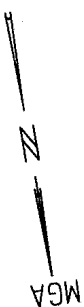
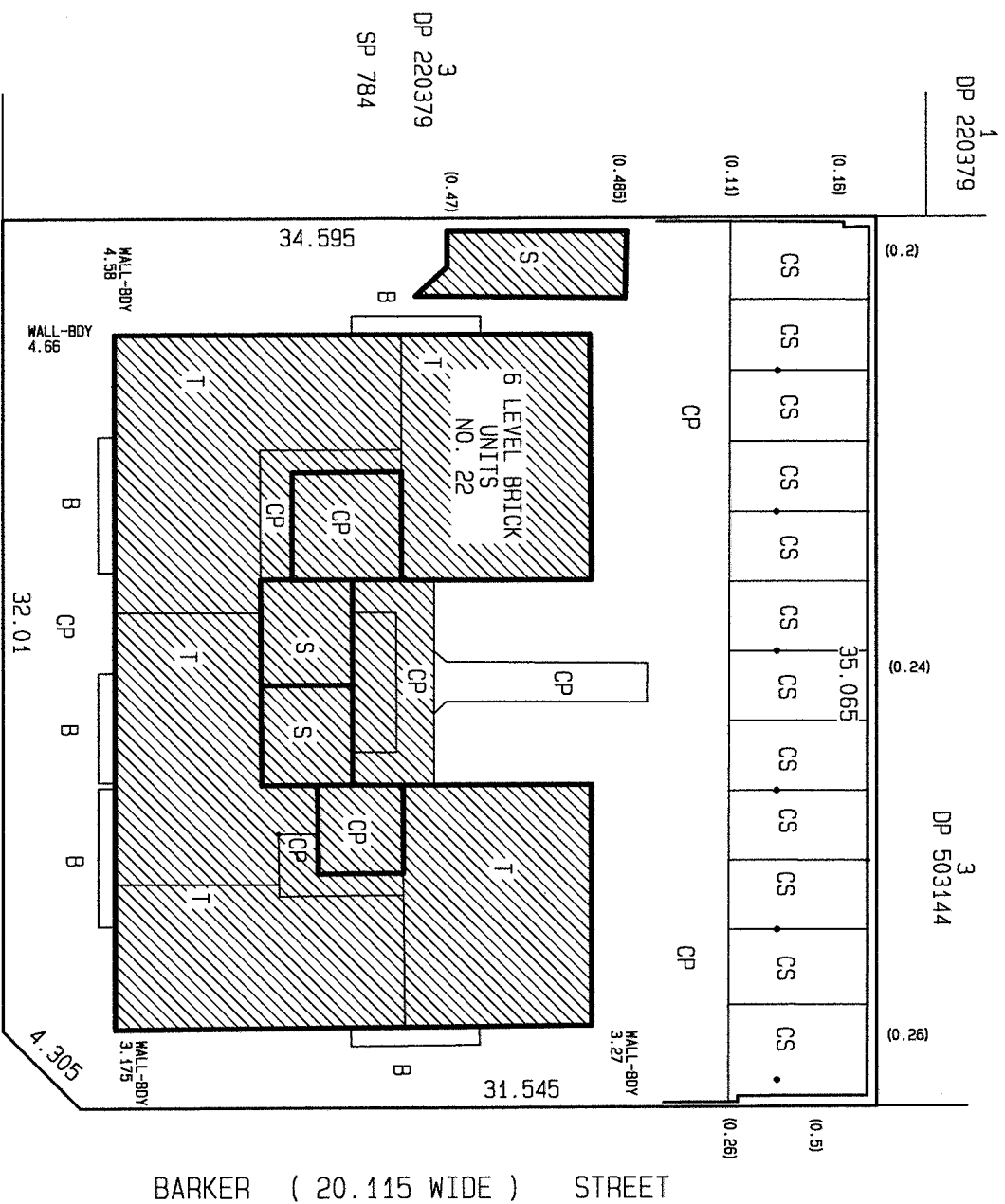
KAT TAI, DIRECTOR

ANDREW CHANG, SECRETARY

Witness  
 Name: TA-HSIN LIN

SP71092

## LOCATION PLAN



CS DENOTES CAR SPACE  
 S DENOTES STORAGE SPACE  
 T DENOTES TERRACE  
 CP DENOTES COMMON PROPERTY  
 B DENOTES BALCONY

KENNEDY ( 24.385 WIDE ) STREET

BARKER ( 20.115 WIDE ) STREET

Reduction Ratio 1:200

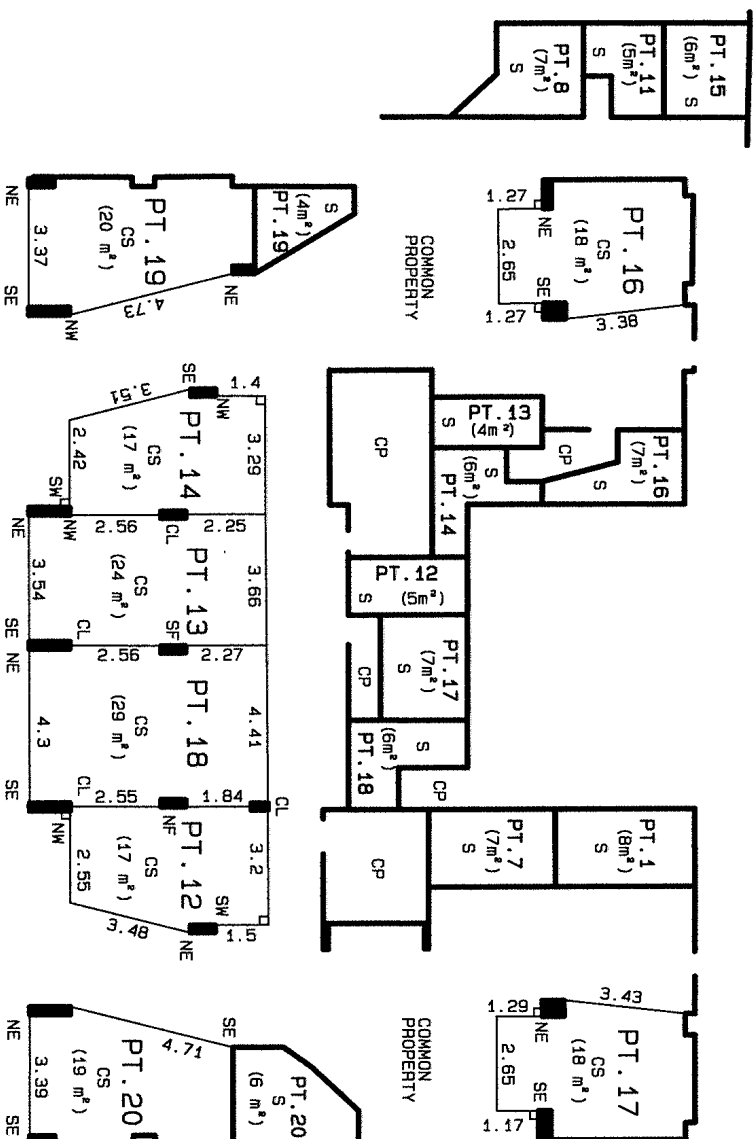
Lengths are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 859

SP71092



CS DENOTES CAR SPACE  
□ DENOTES 90 DEGREES  
CP DENOTES COMMON PROPERTY  
S DENOTES STORAGE

NE DENOTES NORTH-EAST CORNER OF COLUMN.  
SE DENOTES SOUTH-EAST CORNER OF COLUMN.  
NW DENOTES NORTH-WEST CORNER OF COLUMN.  
SW DENOTES SOUTH-WEST CORNER OF COLUMN.  
CL DENOTES CENTRELINE OF COLUMN.  
NF DENOTES NORTH FACE OF COLUMN.  
SF DENOTES SOUTH FACE OF COLUMN.

AREAS ARE APPROXIMATE AND HAVE BEEN  
MEASURED FOR STRATA PURPOSES ONLY.

Reduction Ratio 1:150

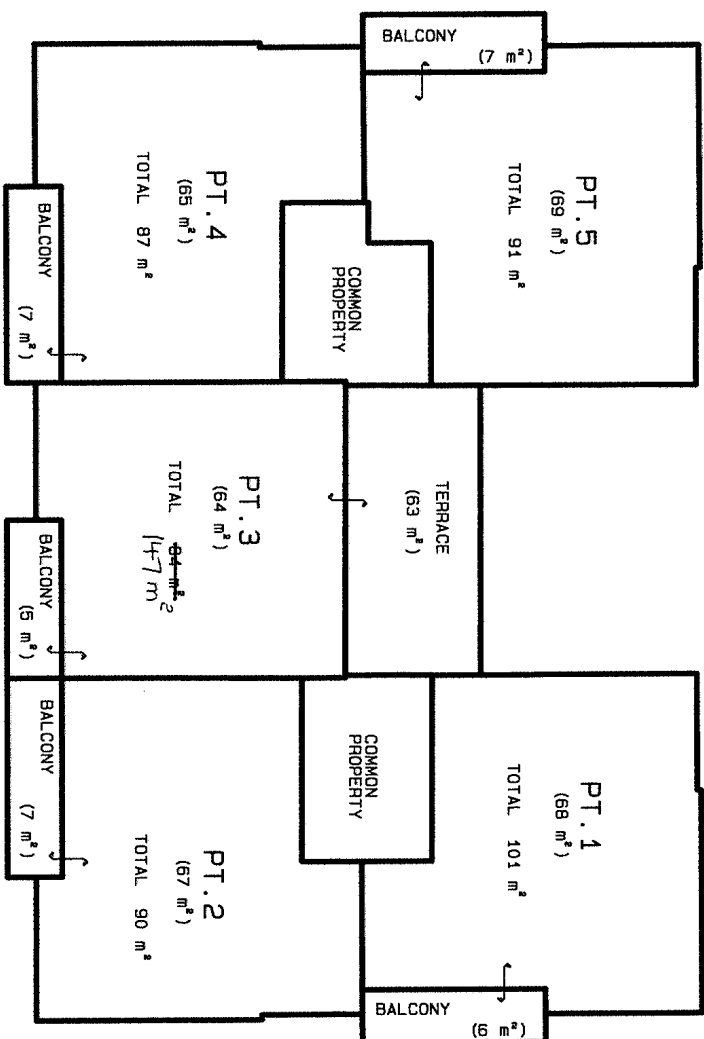
Lengths are in metres

Registered Surveyor

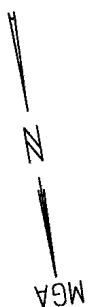
General Manager/Authorised Person

SURVEYOR'S REFERENCE: 859

SP71092



LEVEL 1



THE BALCONIES ARE ROOFED.

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE CONCRETE FLOOR TO 2.4 ABOVE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND HAVE BEEN MEASURED FOR STRATA PURPOSES ONLY.

Reduction Ratio 1:150

Lengths are in metres

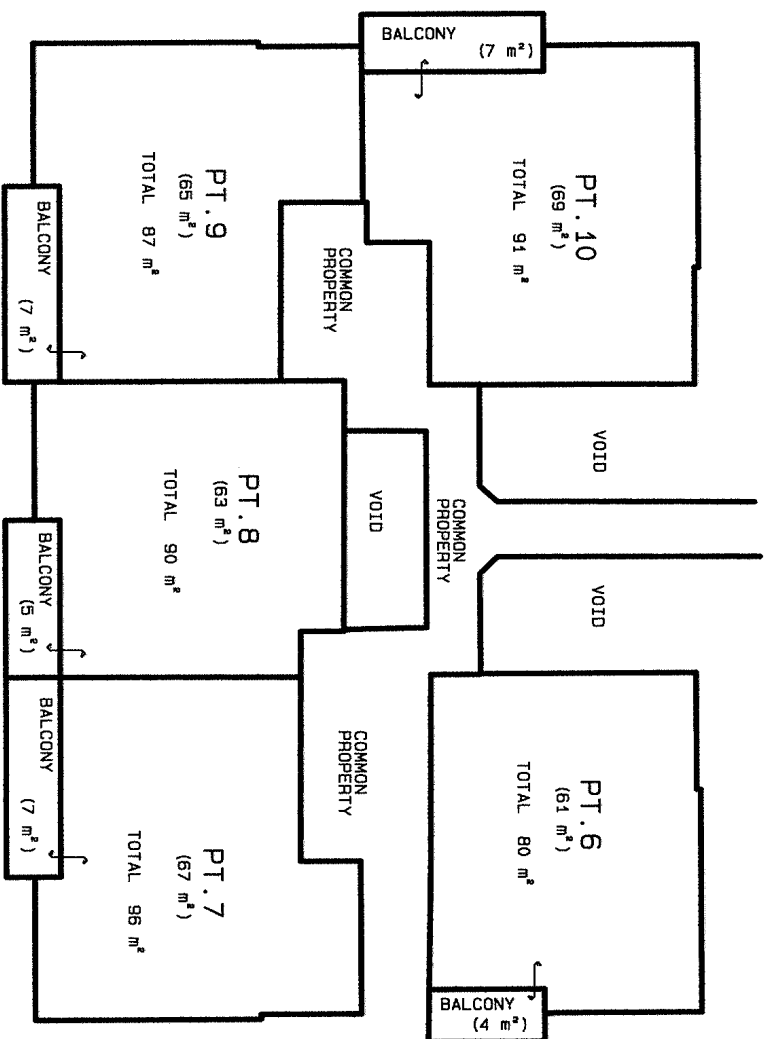
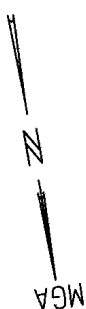
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 859

SP71092

2.87	2.8	2.77	2.77	2.75	2.75	2.74	2.74	2.75	2.75	2.96	3.57
PT 15	PT 11	PT 10	PT 9	PT 8	PT 7	PT 6	PT 5	PT 4	PT 3	PT 2	PT 1
(16 m <sup>2</sup> )	(15 m <sup>2</sup> )	(15 m <sup>2</sup> )	(15 m <sup>2</sup> )	(15 m <sup>2</sup> )	(15 m <sup>2</sup> )	(15 m <sup>2</sup> )	(15 m <sup>2</sup> )	(15 m <sup>2</sup> )	(16 m <sup>2</sup> )	(19 m <sup>2</sup> )	
CS	CS	CS	CS	CS	CS	CS	CS	CS	CS	CS	CS
3.08	2.8	2.77	2.77	2.75	2.75	2.74	2.74	2.75	2.75	2.96	3.83



AREAS ARE APPROXIMATE AND HAVE BEEN  
MEASURED FOR STRATA PURPOSES ONLY.

LEVEL 2

THE BALCONIES ARE ROOFED.

THE STRATUM OF THE CARSPACES IS LIMITED  
IN HEIGHT FROM THE UPPER SURFACE OF THE  
CONCRETE FLOOR TO 3 ABOVE EXCEPT WHERE  
COVERED.

CS DENOTES CAR SPACE

D DENOTES 90 DEGREES

"X" CENTRE OF STEEL POST

Reduction Ratio 1:150

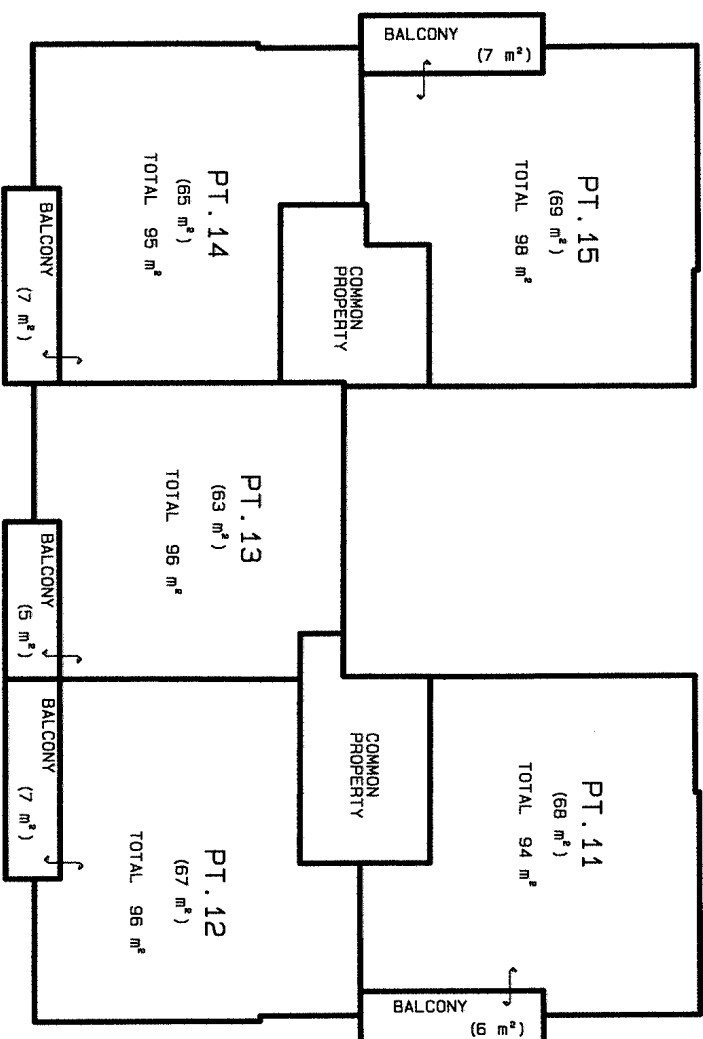
Lengths are in metres

Registered Surveyor

SURVEYOR'S REFERENCE: 859

General Manager/Authorised Person

SP71092



LEVEL 3

THE BALCONIES ARE ROOFED.

AREAS ARE APPROXIMATE AND HAVE BEEN  
MEASURED FOR STRATA PURPOSES ONLY.

Reduction Ratio 1:150

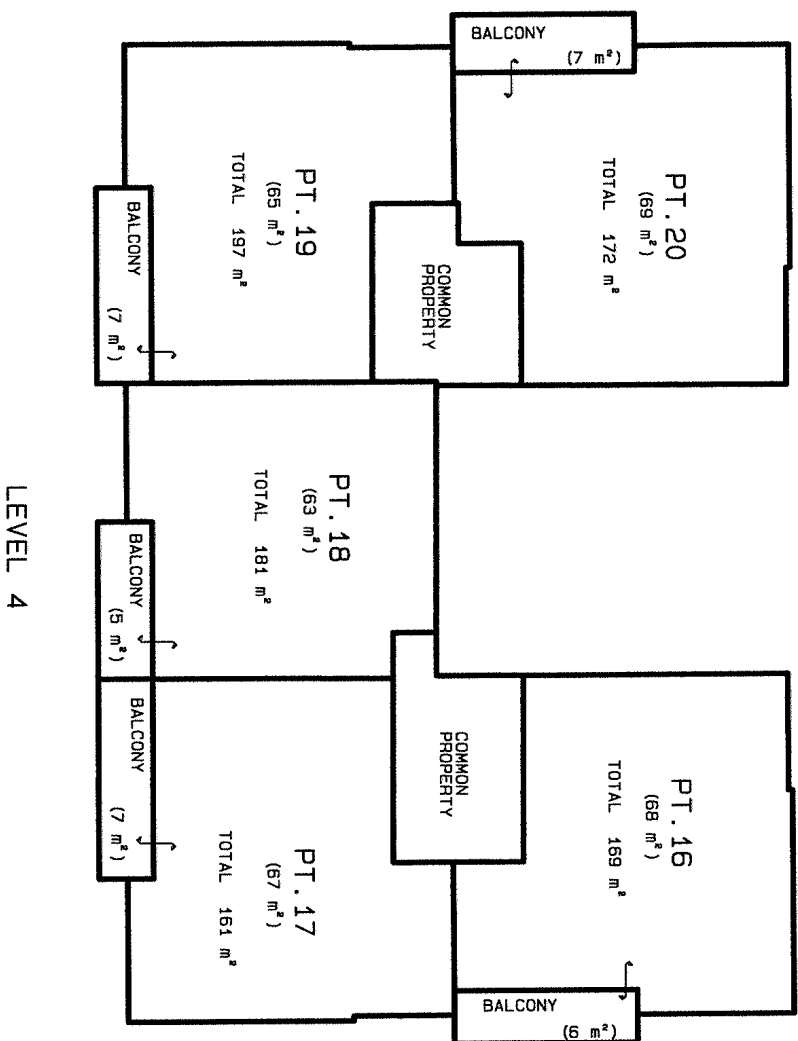
Lengths are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 859

SP71092



LEVEL 4

THE STRATUM OF THE BALCONIES IS LIMITED  
IN HEIGHT FROM THE UPPER SURFACE OF THE  
CONCRETE FLOOR TO 3 ABOVE EXCEPT WHERE  
COVERED.

AREAS ARE APPROXIMATE AND HAVE BEEN  
MEASURED FOR STRATA PURPOSES ONLY.

Reduction Ratio 1:150

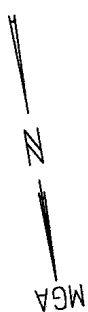
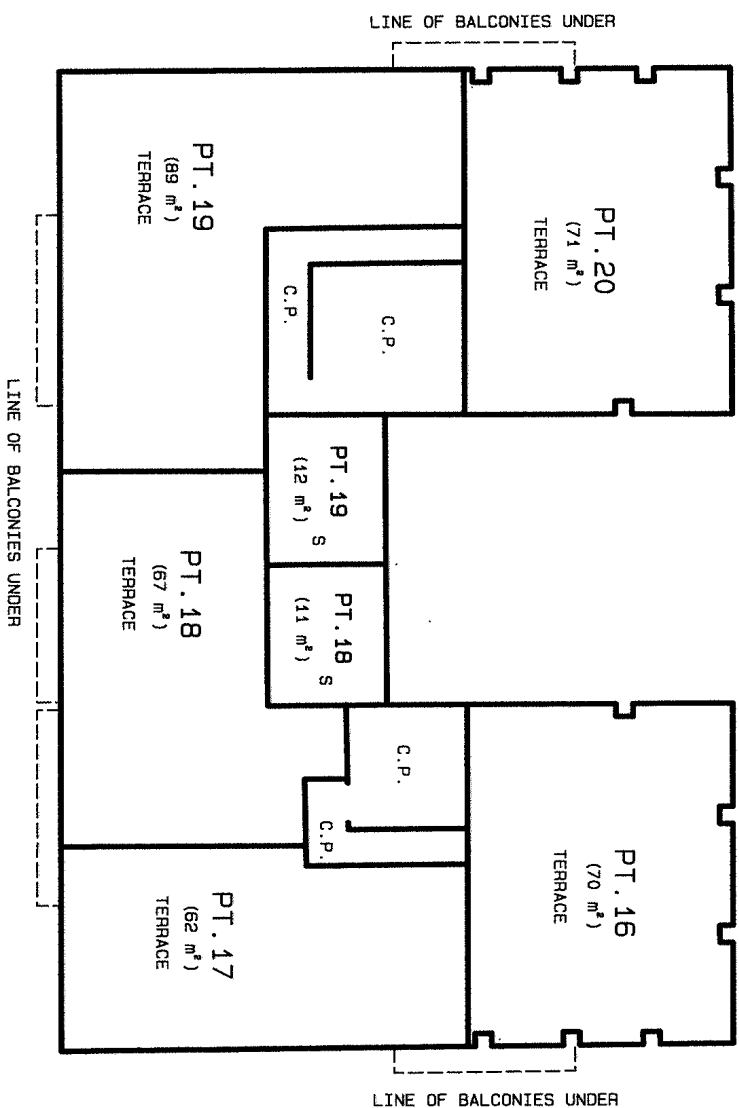
Lengths are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 859

SP71092



THE STRATUM OF THE TERRACES IS LIMITED  
IN HEIGHT FROM THE UPPER SURFACE OF THE  
CONCRETE FLOOR TO 10 ABOVE.

ROOF

C.P. DENOTES COMMON PROPERTY.  
S DENOTES STORAGE

AREAS ARE APPROXIMATE AND HAVE BEEN  
MEASURED FOR STRATA PURPOSES ONLY.

Reduction Ratio 1:150

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 859

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

Lengths are in metres

Sheet 1 of 4 Sheets

Plan of Subdivision of Lot 1 in DP ~~510849~~ <sup>1059453</sup>  
covered by Council's Certificate No. of

**SP71092**

Dated:

**FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND**

AHR Pty Ltd (ACN 089 390 205)  
Emidex Pty Ltd (ACN 080 008 831)  
c/- PO Box 175, Chatswood NSW 2057

**PART 1**

1. **Identity of easement or restriction or  
positive covenant firstly referred  
to in the abovementioned Plan** Positive Covenant

**Schedule of Lots, etc. affected**

**Lots burdened**

**Name of Authority benefited**

CP/SP Common Property

Randwick City Council

2. **Identify of easement or restriction or  
positive covenant secondly referred  
to in the abovementioned plan** Positive Covenant

**Schedule of Lots, etc. affected**

**Lots burdened**

**Name of Authority benefited**

All Lots in the strata plan

Randwick City Council

3. **Identify of easement or restriction or  
positive covenant thirdly referred  
to in the abovementioned plan** Positive Covenant

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

**Lengths are in metres**

**Sheet 2 of 4 sheets**

Plan of Subdivision of Lot 1 in DP510849-  
covered by Council's Certificate No. 1059453 of

Dated:

**SP71092**

**Schedule of Lots, etc. affected**

<b>Lots burdened</b>	<b>Name of Authority benefited</b>
1	Randwick City Council
2	
5	
6	

**PART 2**

**1. Terms of positive covenant firstly referred to in the abovementioned plan**

The registered proprietor of the Land covenants with Randwick City Council that no right of exclusive use and enjoyment of the whole or any specified part of the area or areas designated as common property or similar in the approved plans lodged with Randwick City Council will be conferred on any person or persons without the prior approval of Randwick City Council.

**2. Terms of positive covenant secondly referred to in the abovementioned plan**

The registered proprietor of the Land covenants with Randwick City Council that where the strata plan reserves parking spaces and/or courtyards for the exclusive use and enjoyment of an occupier of a Lot in the strata plan, then no change will be made to such reservations without the prior approval of Randwick City Council.

**3. Terms of public positive covenant thirdly referred to in the abovementioned plan**

Each proprietor of a Lot burdened covenants with the authority benefited under Section 88E of the Conveyancing Act 1919 as follows:

- (a) That each Lot burdened shall be retained in rental tenure on the open market for a period of three years from the date of registration of the strata plan.

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

**Lengths are in metres**

**Sheet 3 of 4 Sheets**

Plan of Subdivision of Lot 1 in DP510849 <sup>1059453</sup>  
covered by Council's Certificate No. of

Dated:

**SP71092**

- (b) That the rents payable for the lease of each of the Lots burdened shall not exceed \$300.00 per week during the first year following the date of the registration of the strata plan and shall not exceed \$300.00 per week plus increases according to CPI for each subsequent year.
- (c) Rent payable for the lease of each Lot burdened for the purposes of this positive covenant shall include any additional facilities or benefits (such as car parking) provided to the lessee of a Lot burdened.
- (d) No additional rent, fee or charge may be levied for any additional facilities or benefits provided to the lessee of a Lot burdened.

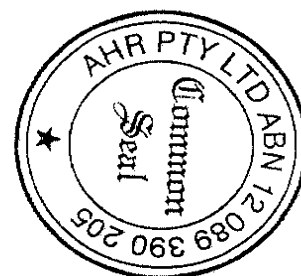
Name of Authority empowered to release, vary or modify the Positive Covenants referred to in the abovementioned plan:

**Randwick City Council**

The **COMMON SEAL** of **AHR PTY LIMITED**  
(ACN 089 390 205) was hereunto affixed by the  
authority of the Board of Directors in the presence  
of:

Secretary

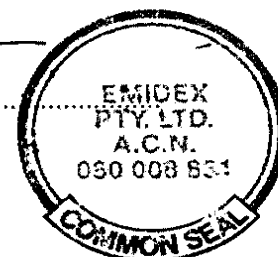
Director



The **COMMON SEAL** of **EMIDEX PTY LIMITED**  
(ACN 080 008 831) was hereunto  
affixed by the authority of the Board of Directors in  
the presence of:

Secretary

Director



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

Lengths are in metres

Sheet 4 of 4 Sheets

1059453  
Plan of Subdivision of Lot 1 in DP510849-  
covered by Council's Certificate No. of

Dated:

**SP71092**

Signed, Sealed, Delivered and Executed by )  
)  
as attorney for Randwick City Council )  
under power of attorney registered )  
Book No. ACCREDITED CERTIFIED )  
in the presence of: REF No. 302551 )  
03/04/03 )

..... )  
By executing this instrument the attorney )  
states that the attorney has received no )  
notice of revocation of the power of )  
attorney )

LYALL DIX )  
Attorney )  
..... )  
Witness )

SIGNED SEALED AND DELIVERED )  
For and on behalf of THE INTERNATIONAL )  
BANK OF CHINA CO LIMITED )  
(A.B.N. 27 099 372 688) by HONG-YUAN )  
HSIEH its duly constituted Attorney who )  
is personally known to me: )

THE INTERNATIONAL COMMERCIAL BANK OF )  
CHINA CO LIMITED (A.B.N. 27 099 372 688) )  
BY ITS ATTORNEY who is hereby states )  
he has no notice of registered in the that )  
office of the Registrar General No. 103 Book 4369 )  
under the authority of which he has executed )  
this instrument )

Ta-Hsin Lin )  
witness )  
Name: TA-HSIN LIN )

..... )  
..... )

REGISTERED 25.9.2003

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR  
EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



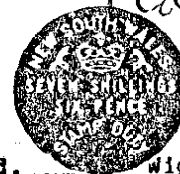
R.P. 13A. No. 451150

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

FREE:—  
Lodgment  
Endorsement  
Certificate



(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 permanent black non-copying ink.

I, LOUISA AMELIA SKELTON of Kingsford,

widow

(herein called transferor)

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

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  
**Eleven thousand pounds**

(£11,000.0.0. the receipt whereof is hereby acknowledged) paid to me by

ELENY INVESTMENTS PTY. LIMITED

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.

ELENY INVESTMENTS PTY. LIMITED a Company duly incorporated under the  
Companies Act 1961 and having its registered office at 167 KENT STREET  
SYDNEY

(herein called transferee)

c The description 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. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol."

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such my 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	Alexandria	Whole Whole	9455 9455	25 26	

And the transferee covenant(s) with the transferor

itself its successors

And the transferee do as to bind himself his heirs executors administrators and assigns or other the registered proprietors for the time being of the land hereby transferred doth hereby covenant with the transferor her heirs executors administrators and assigns that during the ownership of Lot 3 in Deposited Plan No. 503144 by the transferor her heirs executors administrators and assigns other than purchasers on sale no fence shall be erected on the land hereby transferred to divide it from the said Lot 3 in Deposited Plan No. 503144 without the consent of the transferor her heirs executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the transferor her heirs executors administrators and assigns and in favour of any person dealing with the transferee its successors and assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and it is hereby agreed and declared that

- (i) The land to which the benefit of the foregoing covenant is intended to be appurtenant is the said Lot 3 in Deposited Plan No. 503144.
- (ii) The land which is subject to the burden of the foregoing covenant is the land hereby transferred.
- (iii) That at any time and from time to time the above covenant may be released varied or modified by the registered proprietor or proprietors for the time being of the said Lot 3 in Deposited Plan No. 503144.

if 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, 1919-1934.

ENCUMBRANCES, &c., REFERRED TO. NIL

\* A very short note will suffice.

K 1165-2 St 437

force signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor, to whom the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for each part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Sydney

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

*Sam V. Sullivan*  
*Director*  
*Sydney*

the *fifth* day of September 1963.

*L. de Whiston*  
Transferor.\*

**THE COMMON SEAL of ELENY INVESTMENTS PTY. LIMITED** was hereunto affixed by the authority of the Board of Directors previously given in the presence of the Directors whose signatures appear opposite hereto ~~WHO IS PERSONALLY KNOWN TO ME~~ and in the presence of:—

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.



*Plodis*  
Director  
*Plodis*  
Transferor  
Director

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in the presence of—

#### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_, the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117, requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

J 451150

No. \_\_\_\_\_

LODGED BY *D. R. Hanna*  
150 Phillip St  
*Adm*

**FEES.**  
The Fees, which are payable on lodgment, are as follows:—  
(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.  
(b) A supplementary charge of 10s. is made in each of the following:—  
(i) where a restrictive covenant is imposed; or  
(ii) a new easement is created; or  
(iii) a partial discharge of mortgage is endorsed on the transfer.  
(c) Where a new Certificate of Title must issue the scale charges are:—  
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;  
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;  
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_  
Received Docs.  
Nos.  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.—Before execution read marginal note.)

I,

*mortgagee under Mortgage No.*  
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 of or 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.

INDEXED	MEMORANDUM OF TRANSFER
	<i>Subject to be vacant.</i>
Checked by	Particulars entered in Register Book, Volume <i>9455</i> Folio <i>25 and 26</i>
Passed (in S.D.B.) by	the <i>30<sup>th</sup></i> day of <i>September</i> 19 <i>93</i> at Signed by <i>20 minutes past 2 o'clock in the</i> <i>J. J. J.</i> Registrar-General.

**PROGRESS RECORD.**

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

*Handwritten notes and stamps in the left margin.*

*Handwritten notes and stamps in the right margin.*



Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

**AM922411J**

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

(A) **TORRENS TITLE**

For the common property  
CP/SP71092

(B) **LODGED BY**

Document  
Collection  
Box

**6325L**

Name, Address or DX, Telephone, and Customer Account Number if any

Strata Associates Pty Ltd

Locked Bag 1919

St Leonards NSW 1590

ph. 8424 9700

Reference: Account No. 132144K

CODE

**CH**

- (C) The Owners-Strata Plan No. 71092 certify that a special resolution was passed on 1/6/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. SPECIAL BY LAW 2
- Amended by-law No. NOT APPLICABLE
- as fully set out below:

see attached Annexure

OFF SG  
CB AJ264112  
ON CDRL  
CI



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 71092 was affixed on 23/11/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Daniel Cockrell

Authority: Strata Managing Agent

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1702

Plan 71092

# ANNEXURE 'A'

## **By-Law 1**

### **Noise**

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

## **By-Law 2**

### **Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

## **By-Law 3**

### **Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

## **By-Law 4**

### **Damage to lawns and plants on common property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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



## **By-Law 5**

### **Damage to common property**

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
2. An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
3. This by-law does not prevent an owner or person authorised by an owner from installing:
  - a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - b. any screen or other device to prevent entry of animals or insects on the lot, or
  - c. any structure or device to prevent harm to children, or
  - d. any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite section 62, the owner of a lot must:
  - a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
  - b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

## **By-Law 6**

### **Behaviour of owners and occupiers**

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

## **By-Law 7**

### **Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building 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.

## **By-Law 8**

### **Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## **By-Law 9**

### **Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **By-Law 10**

### **Drying of laundry items**

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

## **By-Law 11**

### **Cleaning windows and doors**

1. An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless:
  - 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.
2. If any glass is not required to be kept clean by the owner or occupier of a lot because of subclause (1), the owners corporation must keep that glass clean.

## **By-Law 12**

### **Storage of inflammable liquids and other substances and materials**

1. An owner or occupier of a lot must not, except with the written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **By-Law 13**

### **Moving furniture and other objects on or through common property**

1. An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
2. An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
3. If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

## **By-Law 14**

### **Floor coverings**

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **By-Law 15**

### **Garbage disposal**

**Note: Select Option A or B. If no option is selected, Option A will apply.**

#### **OPTION A**

1. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - a. must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - b. must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable materials or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - c. for the purpose of having the garbage, recyclable materials or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - d. when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
  - e. must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - f. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

#### **OPTION B**

1. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - a. must ensure that before refuse, recyclable materials or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - b. must promptly remove any thing which the owner, occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

## **By-Law 16**

### **Keeping of animals (Option A)**

1. Subject to section 49 (4), an owner or occupier of a lot must not, without the written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

## **By-Law 17**

### **Appearance of lot**

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

## **By-Law 18**

### **Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **By-Law 19**

### **Provision of amenities or services**

1. The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to the common property or one or more of the lots, or to the owners corporation or the owners or occupiers of one or more of the lots:
  - a. window cleaning
  - b. garbage disposal and recycling services,
  - c. electricity, water or gas supply,
  - d. telecommunication services (for example, cable television)
2. If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note:** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **By-Law 20**

### **Air conditioning**

Proprietor or proprietors of Lots 16, 17, 18, 19 & 20 have:

- a. exclusive use of the air-conditioning services which they install and which exclusively services their apartments;
- b. exclusive use of that part of the common property (if applicable) where the external air-conditioning motor unit and all compressor is fitted and installed;
- c. the special privilege to connect to and use the air-conditioning services which exclusively services their unit;
- d. the proprietor of each lot shall maintain any such air-conditioning system that is installed with the consent of the Owners Corporation within his lot in the state of good service and repair and for this purpose shall renew or replace the same wherever necessary without claim on the Owners Corporation in respect to such maintenance;
- e. any damage to common property that occurs during or results from the installation or subsequent removal on the placement of or use of the air -conditioning system within a Lot must be forthwith made good by the Proprietor of the lot at no cost to the Owners Corporation;
- f. without limiting the generality of this By-Law all proprietors shall have such facilities or equipment regularly serviced by duly qualified licensed and insured contractor and the fitter of any such facilities or equipment cleaned regularly;
- g. any costs of the implementation of this By-Law in respect of any Lot shall be met by the proprietor of such Lot.

## **Special By-Law 1**

### **Rooftop cover - Lot 19 & 20**

That the Owners of Lots 19 and 20 maintain the rooftop cover of the common property membrane on the space of Lot 19 and 20 respectively.

Subject to the following:

1. Any damage occasioned to the common property, another lot or personal property by the failure of the owners to maintain the roof-top covering in a good and serviceable condition shall be made good by the owners; and
2. The owner's shall indemnify and keep indemnified the Owners Corporation against:
  - a. Any sum payable by the owners corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of roof-top covering. (eg slip hazards).
  - b. All actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation directly or indirectly out of the use of all of the relevant areas of roof-top covering.

## STRATA SCHEME 71092

### SPECIAL BY-LAW NO. 2

### Installation of Child Window Safety Devices

#### PART 1

##### PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
- 1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:
  - (a) install Child Window Safety Devices; and
  - (b) to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.
- 1.4 The Child Window Safety Devices will be installed on any openable window where:
  - (a) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - (b) when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - (c) any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

#### PART 2

##### GRANT OF POWER

- 2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

#### PART 3

##### DEFINITIONS & INTERPRETATION

#### 3.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

- (c) **Building** means the building situated at 22 Kennedy Street, Kingsford
- (d) **Child Window Safety Device** means the installation of:
  - (i) a device which allows a window to be locked with a maximum opening of 125mm;
  - (ii) the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
  - (iii) any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),  
to Non-compliant Windows.
- (e) **Non-compliant Window** means any openable window in the building where:
  - (i) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - (ii) the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - (iii) any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- (f) **Lot** means any individual lot in strata plan 71092.
- (g) **Owner** means owner of a Lot.

### 3.2 Interpretation

#### 3.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

## PART 4

### INSTALLATION OF CHILD WINDOW SAFETY DEVICE

- 4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.
- 4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to

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ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.

- 4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.
- 4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- 4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

## **PART 5**

### **ACCESS**

- 5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:
  - (a) installing the Child Window Safety Devices; and
  - (b) determining whether the Child Window Safety Devices require any maintenance, repair or replacement.
- 5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

## **PART 6**

### **MAINTENANCE, REPAIR AND REPLACEMENT**

- 6.1.1 The Owners acknowledge and agree that:
  - (a) they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
  - (b) the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.
- 6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- (a) the owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- (b) Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- (c) If the Owner or any occupant of the Lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.



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FILM WITH

**Approved Form 10**

**Certificate re Initial Period**

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 71092 was affixed on <sup>^</sup> 23/11/17 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Daniel Cockerell

Authority:  Strata Managing Agent

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Authority: \_\_\_\_\_

<sup>^</sup> Insert appropriate date

\* Strike through if inapplicable.

---

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Form: 15CH  
Release: 2.0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



**AP662235Y**

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

**(A) TORRENS TITLE**

For the common property

CP/SP71092

**(B) LODGED BY**

Document  
Collection  
Box

**6326J**

Name, Address or DX, Telephone, and Customer Account Number if any

Strata Choice Pty Ltd

Locked Bag 1919

St Leonards NSW 1590

ph. 8424 9700

Reference: Account No. 132145H

CODE

**CH**

(C) The Owners-Strata Plan No. 71092 \_\_\_\_\_ certify that a special resolution was passed on 24/6/2019 \_\_\_\_\_

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

(E) Repealed by-law No. NOT APPLICABLE \_\_\_\_\_

Added by-law No. SPECIAL BY LAW 4 \_\_\_\_\_

Amended by-law No. NOT APPLICABLE \_\_\_\_\_

as fully set out below:

see attached Annexure



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

(G) The seal of The Owners-Strata Plan No. 71092 was affixed on 24/10/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Billy Chau

Authority: Strata Managing Agent

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
1702

OFF (CDBL) AN 204348

## ANNEXURE A

Plan 71092

### **By-Law 1 Noise**

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

### **By-Law 2 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

### **By-Law 3 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

### **By-Law 4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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



## **By-Law 5**

### **Damage to common property**

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
2. An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
3. This by-law does not prevent an owner or person authorised by an owner from installing:
  - a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - b. any screen or other device to prevent entry of animals or insects on the lot, or
  - c. any structure or device to prevent harm to children, or
  - d. any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite section 62, the owner of a lot must:
  - a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
  - b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

## **By-Law 6**

### **Behaviour of owners and occupiers**

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

## **By-Law 7**

### **Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building 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.

## **By-Law 8**

### **Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## **By-Law 9**

### **Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **By-Law 10**

### **Drying of laundry items**

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

## **By-Law 11**

### **Cleaning windows and doors**

1. An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless:
  - 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.
2. If any glass is not required to be kept clean by the owner or occupier of a lot because of subclause (1), the owners corporation must keep that glass clean.

## **By-Law 12**

### **Storage of inflammable liquids and other substances and materials**

1. An owner or occupier of a lot must not, except with the written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **By-Law 13**

#### **Moving furniture and other objects on or through common property**

1. An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
2. An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
3. If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

### **By-Law 14**

#### **Floor coverings**

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **By-Law 15**

### **Garbage disposal**

**Note: Select Option A or B. If no option is selected, Option A will apply.**

#### **OPTION A**

1. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - a. must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - b. must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable materials or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - c. for the purpose of having the garbage, recyclable materials or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - d. when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
  - e. must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - f. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

#### **OPTION B**

1. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - a. must ensure that before refuse, recyclable materials or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - b. must promptly remove any thing which the owner, occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

## **By-Law 16**

### **Keeping of animals (Option A)**

1. Subject to section 49 (4), an owner or occupier of a lot must not, without the written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

## **By-Law 17**

### **Appearance of lot**

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

## **By-Law 18**

### **Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **By-Law 19**

### **Provision of amenities or services**

1. The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to the common property or one or more of the lots, or to the owners corporation or the owners or occupiers of one or more of the lots:
  - a. window cleaning
  - b. garbage disposal and recycling services,
  - c. electricity, water or gas supply,
  - d. telecommunication services (for example, cable television)
2. If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note:** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **By-Law 20**

### **Air conditioning**

Proprietor or proprietors of Lots 16, 17, 18, 19 & 20 have:

- a. exclusive use of the air-conditioning services which they install and which exclusively services their apartments;
- b. exclusive use of that part of the common property (if applicable) where the external air-conditioning motor unit and all compressor is fitted and installed;
- c. the special privilege to connect to and use the air-conditioning services which exclusively services their unit;
- d. the proprietor of each lot shall maintain any such air-conditioning system that is installed with the consent of the Owners Corporation within his lot in the state of good service and repair and for this purpose shall renew or replace the same wherever necessary without claim on the Owners Corporation in respect to such maintenance;
- e. any damage to common property that occurs during or results from the installation or subsequent removal on the placement of or use of the air-conditioning system within a Lot must be forthwith made good by the Proprietor of the lot at no cost to the Owners Corporation;
- f. without limiting the generality of this By-Law all proprietors shall have such facilities or equipment regularly serviced by duly qualified licensed and insured contractor and the fitter of any such facilities or equipment cleaned regularly;
- g. any costs of the implementation of this By-Law in respect of any Lot shall be met by the proprietor of such Lot.

## **Special By-Law 1**

### **Rooftop cover - Lot 19 & 20**

That the Owners of Lots 19 and 20 maintain the rooftop cover of the common property membrane on the space of Lot 19 and 20 respectively.

Subject to the following:

1. Any damage occasioned to the common property, another lot or personal property by the failure of the owners to maintain the roof-top covering in a good and serviceable condition shall be made good by the owners; and
2. The owner's shall indemnify and keep indemnified the Owners Corporation against:
  - a. Any sum payable by the owners corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of roof-top covering. (eg slip hazards).
  - b. All actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation directly or indirectly out of the use of all of the relevant areas of roof-top covering.

## **Special By-Law 2**

### **Child window safety devices**

#### **PART 1**

## PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:

- a. install Child Window Safety Devices; and
- b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

- a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

## PART 2

### GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

## PART 3

### DEFINITIONS & INTERPRETATION

#### 3.1 Definitions

In this by-law, unless the context otherwise requires:

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **Building** means the building situated at 22 Kennedy Street, Kingsford
- d. **Child Window Safety Device** means the installation of:
  - i. a device which allows a window to be locked with a maximum opening of 125mm;
  - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
  - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),  
to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:
  - i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot;  
and

- ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- f. **Lot** means any individual lot in strata plan 71092.
- g. **Owner** means owner of a Lot.

### 3.2 Interpretation

3.2.1 In this by-law, unless the context otherwise requires:

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation; and
- e. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

## PART 4

### INSTALLATION OF CHILD WINDOW SAFETY DEVICE

- 4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.
- 4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.
- 4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.
- 4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- 4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

## PART 5

### ACCESS

- 5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:
- a. installing the Child Window Safety Devices; and

- b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

## **PART 6**

### **MAINTENANCE, REPAIR AND REPLACEMENT**

6.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- a. the owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- b. Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- c. If the Owner or any occupant of the Lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

### **Special By-Law 3 Common Property memorandum**

#### **Owners Corporation responsibilities for repair, maintenance or replacement**

##### **1. Balcony & courtyards**

- a. columns and railings
- b. doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
- c. balcony ceilings (including painting)
- d. security doors, other than those installed by an owner after registration of the strata plan
- e. original tiles and associated waterproofing, affixed at the time of registration of the strata plan
- f. common wall fencing, shown as a thick line on the strata plan
- g. dividing fences on a boundary of the strata parcel that adjoin neighbouring land
- h. awnings within common property outside the cubic space of a balcony or courtyard

- i. walls of planter boxes shown by a thick line on the strata plan
- j. that part of a tree which exists within common property

## **2. Ceiling & roof**

- a. false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)
- b. plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)
- c. guttering
- d. membranes

## **3. Electrical**

- a. air conditioning systems serving more than one lot
- b. automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller
- c. fuses and fuse board in meter room
- d. intercom handset and wiring serving more than one lot
- e. electrical wiring serving more than one lot
- f. light fittings serving more than one lot
- g. power point sockets serving more than one lot
- h. smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under Environmental Planning and Assessment Act 1979)
- i. telephone, television, internet and cable wiring within common property walls
- j. television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property
- k. lifts and lift operating systems

## **4. Entrance door**

- a. original door lock or its subsequent replacement
- b. entrance door to a lot including all door furniture and automatic closer
- c. security doors, other than those installed by an owner after registration of the strata plan

## **5. Floor**

- a. original floorboards or parquet flooring affixed to common property floors
- b. mezzanines and stairs within lots, if shown as a separate level in the strata plan
- c. original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan
- d. sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

## **6. General**

- a. common property walls
- b. the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
- c. any door in a common property wall (including all original door furniture)
- d. skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)
- e. original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan
- f. ducting cover or structure covering a service that serves more than one lot or the common property
- g. ducting for the purposes of carrying pipes servicing more than one lot
- h. exhaust fans outside the lot
- i. hot water service located outside of the boundary of any lot or where that service serves more than one lot
- j. letter boxes within common property
- k. swimming pool and associated equipment
- l. gym equipment

## **7. Parking & garage**

- a. carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan
- b. electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot
- c. garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot
- d. mesh between parking spaces, if shown by a thick line on the strata plan

## **8. Plumbing**

- a. floor drain or sewer in common property
- b. pipes within common property wall, floor or ceiling
- c. main stopcock to unit
- d. storm water and on-site detention systems below ground

## **9. Windows**

- a. windows in common property walls, including window furniture, sash cord and window seal
- b. insect-screens, other than those installed by an owner after the registration of the strata plan

- c. original lock or other lock if subsequently replacement by the owners corporation

#### **Lot Owner responsibilities for repair, maintenance or replacement**

##### **1. Balcony & courtyards**

- a. awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
- b. that part of a tree within the cubic space of a lot

##### **2. Ceilings & roof**

- a. false ceilings inside the lot installed by an owner after the registration of the strata plan

##### **3. Electrical**

- a. air conditioning systems, whether inside or outside of a lot, which serve only that lot
- b. fuses and fuse boards within the lot and serving only that lot
- c. in-sink food waste disposal systems and water filtration systems
- d. electrical wiring in non-common property walls within a lot and serving only that lot
- e. light fittings, light switches and power point sockets within the lot serving only that lot
- f. telephone, television, internet and cable wiring within non- common property walls and serving only that lot
- g. telephone, television, internet and cable service and connection sockets
- h. intercom handsets serving one lot and associated wiring located within non-common walls

##### **4. Entrance door**

- a. door locks additional to the original lock (or subsequent replacement of the original lock)
- b. keys, security cards and access passes

##### **5. Floor**

- a. floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
- b. lacquer and staining on surface of floorboards or parquetry flooring
- c. internal carpeting and floor coverings, unfixed floating floors
- d. mezzanines and stairs within lots that are not shown or referred to in the strata plan

##### **6. General**

- a. internal (non-common property) walls
- b. paintwork inside the lot (including ceiling and entrance door)
- c. built-in wardrobes, cupboards, shelving
- d. dishwasher

- e. stove
- f. washing machine and clothes dryer
- g. hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)
- h. internal doors (including door furniture)
- i. skirting boards and architraves on non-common property walls
- j. tiles and associated waterproofing affixed to non-common property walls
- k. letterbox within a lot
- l. pavers installed within the lot's boundaries
- m. ducting cover or structure covering a service that serves a single lot

#### **7. Parking & garage**

- a. garage door remote controller
- b. garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
- c. light fittings inside the lot where the light is used exclusively for the lot
- d. mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the Dividing Fences Act 1991 applies)

#### **8. Plumbing**

- a. pipes, downstream of any stopcock, only serving that lot and not within any common property wall
- b. pipes and 'S' bend beneath sink, laundry tub or hand basin
- c. sink, laundry tub and hand basin
- d. toilet bowl and cistern
- e. bath
- f. shower screen
- g. bathroom cabinet and mirror
- h. taps and any associated hardware

#### **9. Windows**

- a. window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)
- b. locks additional to the original (or any lock replaced by an owner)
- c. window lock keys

## **Special By-law 4**

### **Empowering by-law – Delegation Minor Renovations**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- (b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016 as well as* any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:
  - i. installing or replacing wood or other hard floors; and
  - ii. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 71092
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

#### **PART 2 GRANT OF RIGHTS**

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

# PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

InfoTrack Pty Ltd  
DX 578  
SYDNEY NSW

**Description of land:** Lot 6 SP 71092

**Address:** 6/22 Kennedy Street, KINGSFORD NSW 2032

**Date of Certificate:** 23 February 2022

**Certificate No:** 61262

**Receipt No:** 4938908

**Amount:** \$53.00

**Reference:** 22:1807:WONG:67316

This planning certificate should be read in conjunction with the **Randwick City Council Local Environmental Plan 2012**. This is available on the NSW Legislation website at <https://www.legislation.nsw.gov.au/#/view/EPI/2013/36>

The land to which this planning certificate relates, being the lot or one of the lots described in the application made for this certificate, is shown in the Council's record as being situated at the "Address" stated above. The legal "description of land" (by lot(s) and DP/SP numbers) is obtained from NSW Land Registry Services. It is the responsibility of the applicant to enquire and confirm with NSW Land Registry Services the accuracy of the lot(s) and DP/SP numbers pertaining to the land for which application is made for the certificate.

*There is more information about some property conditions than is included on this property certificate.*

*If this case, after the condition text, there is a URL and a square bar code or 'QR code' which provides the address of a page on the Randwick City Council website.*

*You will need internet access and either:*

1. **Download a QR code scanner** app to your phone and scan the QR code
- or
2. **Type the URL** into your internet browser



## INFORMATION PROVIDED UNDER SECTION 10.7 (2)

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land as at the date of this certificate. The information provided in reference to the prescribed matters has been obtained from Council's records and/or from other authorities/government department. Council provides the information in good faith but disclaims all liability for any omission or inaccuracy. Specific inquiry should be made where doubt exists as to the accuracy of the information so provided.

### 1 Names of relevant planning instruments and DCPs

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

**Randwick Local Environmental Plan (LEP) 2012, and relevant State Environmental Planning Policies (SEPPs) apply to the land.**

- **SEPP No. 19** - Bushland in Urban Areas
- **SEPP No. 21** - Caravan Parks
- **SEPP No. 33** - Hazardous and Offensive Development
- **SEPP No. 55** - Remediation of Land
- **SEPP No. 64** - Advertising and Signage
- **SEPP No. 65** - Design Quality of Residential Flat Development
- **SEPP No. 70** - Affordable Housing
- **SEPP** - (Affordable Rental Housing) 2009
- **SEPP** - BASIX (Building Sustainability Index) 2004
- **SEPP** - (Coastal Management) 2018
- **SEPP** - (Concurrence) 2018
- **SEPP** - (Educational Establishments and Child Care Facilities) 2017
- **SEPP** - (Exempt and Complying Development Codes) 2008
- **SEPP** - (Housing for Seniors or People with a Disability) 2004
- **SEPP** - (Infrastructure) 2007
- **SEPP** - (Mining, Petroleum Production and Extractive Industries ) 2007
- **SEPP** - (Miscellaneous Consent Provisions ) 2007
- **SEPP** - (State and Regional Development) 2011
- **SEPP** - (State Significant Precincts) 2005
- **SEPP** - (Three Ports) 2013
- **SEPP** - (Vegetation in Non-Rural Areas) 2017

**Note:** Any questions regarding State Environmental Planning Policies and Regional Environmental Plans should also be directed to the Department of Planning & Infrastructure (02) 9228 6111 or [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

### Local Environmental Plan (LEP) Gazetted 15 February 2013

- **Randwick LEP 2012 (Amendment No1) - Gazetted 21 November 2014**  
Applies to part of Royal Randwick Racecourse (identified as "Area A" on the LEP Additional Permitted Uses Map). Permits additional uses of hotel or motel accommodation, serviced apartments and function centres with development consent.
- **Randwick LEP 2012 (Amendment No2) - Gazetted 2 April 2015**  
Applies to land at Young Street Randwick – Inglis Newmarket Site (shown as Area 1 on the LEP Key Sites Map). Amendment to planning controls, including zoning, height of buildings, heritage items and heritage area, FSR (subject to new Clause 6.16) and inclusion of the site as a Key Site.



- **Randwick LEP 2012 (Amendment No3) - Gazetted 15 July 2016**  
Amends Schedule 1 to include 'childcare centre' as an additional permitted use (with development consent) at 270 Malabar Road, Maroubra (Lot 3821, DP 752015).
- **Randwick LEP 2012 (Amendment No4) - Gazetted 25 January 2018**  
Applies to part of the land at 1T Romani Way, MATRAVILLE (Lot 1 DP 107189). Amendment to planning controls, including zoning, height of buildings and FSR.
- **Randwick LEP 2012 (Amendment No5) - Gazetted 17 August 2018**  
Applies to subdivision of dual occupancies (attached) in the Zone R2 Low Density Residential for which development consent was granted before 6 July 2018. Permits development consent to be granted for the Torrens Title or Strata subdivision of a dual occupancy if the development meets certain standards specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- **Randwick LEP 2012 (Amendment No 6) – Gazetted 22 February 2019**  
Applies to the following land in Coogee, 38 Dudley Street (Lot 17 DP 6489), 40 Dudley Street (Lot 18 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229), 46 Dudley Street (Lot 2 in DP 952229) and 122 Mount Street (Lot 22 DP 6489) by incorporating these properties into the Dudley Street Heritage Conservation Area. Further, 38 Dudley Street (Lot 17 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229) and 122 Mount Street (Lot 22 DP 6489) have been listed as local heritage items in Schedule 5 the Randwick LEP 2012.
- **Randwick LEP 2012 (Amendment No 7) – Gazetted 10 July 2020**  
Applies to the following land in Coogee, 39 Dudley Street (Lot B DP 301192), 41 Dudley Street (Lot C DP 301192) and 148 Brook Street (Lot B DP 305284) which have now been listed as Local Heritage Items in Schedule 5 the Randwick LEP 2012.
- **Randwick LEP 2012 (Amendment No. 8) - Gazetted 14 August 2020**  
Applies to all land located within the Kensington and Kingsford town centres. Amendment to planning controls to include maximum height of buildings, FSR, Non-residential FSR, active street frontages, affordable housing inclusionary zoning, a Community Infrastructure Contribution, design excellence and architectural competition requirements and inclusion of the following land in the B2 Local Centre zone: 7 Addison Street KENSINGTON NSW 2033 (SP 11800), 157 Todman Avenue KENSINGTON NSW 2033 (SP 45348), 16,18 & 20 Barker Street, KENSINGTON NSW 2033 (Lot 1 DP 950767, Lot 1 DP 954209 & SP 65941), 582-584 Anzac Parade KINGSFORD NSW 2032 (Lot 1 DP 516025), 586-592 Anzac Parade KINGSFORD NSW 2033 (Lot 1 DP 942606, Pt Lot 1 DP 949009), 63 Harbourne Road, KINGSFORD NSW 2032 (SP 39850) and 12,14,16 & 18 Rainbow Street KINGSFORD NSW 2032 (Lot 13 DP 6134, SP 45197, Lot 15 DP 6134 & Lot 16 DP 6134).

(2) *The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*

- **draft Environment State Environmental Planning Policy (SEPP)**
- **draft Design and Place State Environmental Planning Policy (SEPP)**
- **On the 15<sup>th</sup> of May 2019, Council received a Gateway Determination from the Department of Planning, Industry and Environment with conditions to progress a Planning Proposal to amend Schedule 5 of the Randwick Local Environmental Plan 2012 (RLEP) which relates to Environmental Heritage. Part of the proposal seeks to create a new Heritage Conservation Area (HCA) known as 'Edgecumbe Estate' incorporating properties at 142A to 152 Brook Street, COOGEE, 37 to 41 Dudley Street, COOGEE and 5 Edgecumbe Avenue, COOGEE. The proposal was publicly exhibited from Tuesday 28 May to 25 June 2019 and the proposal is now subject to due process.**
- **draft Housing State Environmental Planning Policy (SEPP)**



*(3) The name of each development control plan that applies to the carrying out of development on the land.*

- **Randwick DCP adopted by Council on the 28 May 2013 and came into effect on the 14<sup>th</sup> of June 2013**

Provides detailed planning controls and guidance for development applications

- **Amendment to Randwick DCP 2013 Newmarket Green, Randwick (E5)**

Site-specific DCP controls to supplement Randwick LEP 2012 (Amendment No 2)

- **Amendment to Randwick DCP 2013, Public Notification (A3)**

Section A3 of the DCP was repealed on the 15 January 2020. The Randwick City Council Community Participation Plan now guides notification requirements previously outlined in Section A3.

- **Amendment to Randwick DCP 2013, Kensington and Kingsford Town Centres (E6)**

Section E6 of the DCP provides Centre based and site specific DCP controls for land in the Kensington and Kingsford Town Centres .

*(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

## **2 Zoning and land use under relevant LEPs**

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described)*

*(a) The identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")*

*(b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent*

*(c) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent*

*(d) The purposes for which the instrument provides that development is prohibited within the zone*

**Zone R3** (Medium Density Residential) in Randwick LEP 2012.

### **1. Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To recognise the desirable elements of the existing streetscape and built form or, in precincts undergoing transition, that contribute to the desired future character of the area.
- To protect the amenity of residents.
- To encourage housing affordability.
- To enable small-scale business uses in existing commercial buildings.

### **2. Permitted without consent**

Home occupations; Recreation areas



### 3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home businesses; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighborhood shops; Office premises; Oyster Aquaculture; Passenger transport facilities; Places of public worship; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shops; Tank-based aquaculture

### 4. Prohibited

Funeral homes; Any other development not specified in item 2 or 3.

*(e) 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 minimum land dimensions so fixed*

The land IS NOT subject to any development standards that fix minimum land dimensions for the erection of a dwelling house.

*(f) Whether the land includes or comprises critical habitat*

The land DOES NOT include or comprise a critical habitat area under the Threatened Species Conservation Act 1995.

*(g) Whether the land is in a conservation area (however described)*

The land IS NOT located in a heritage conservation area under the Randwick LEP 2012.

*(h) Whether an item of environmental heritage (however described) is situated on the land.*

The land IS NOT listed as a heritage item under the Randwick LEP 2012.

The land IS NOT listed on the State Heritage Register under Heritage Act 1977.

### **2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

*To the extent that the land is within any zone (however described) under:*

*(a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or*

*(b) a Precinct Plan (within the meaning of the 2006 SEPP), or*

*(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,*

*the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).*

The land IS NOT within any zone (however described) under this planning policy.



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### **3 Complying Development**

*(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17.A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

*(2) extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*

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

#### **Housing Code**

Complying development under the Housing Code **MAY** be carried out on the land.

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#### **Low Rise Housing Diversity Code**

Complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the land.

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#### **Rural Housing Code**

Complying development under the Rural Housing Code **MAY** be carried out on the land.

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#### **Housing Alterations Code**

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

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#### **General Development Code**

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

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#### **Commercial and Industrial Alteration Code**

Complying development under the Commercial and Industrial Alteration Code **MAY** be carried out on the land.

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#### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY** be carried out on the land.

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#### **Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code **MAY** be carried out on the land.



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### **Subdivisions Code**

Complying development under the Subdivisions Code **MAY** be carried out on the land.

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### **Demolition Code**

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

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### **Fire Safety Code**

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

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A copy of the Codes SEPP is available at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). For further information please call the Department of Planning, Industry and Environment Information Centre on Free call 1300 305 695.

**Note:** To be complying development, the development must meet the General requirements set out in clause 1.18 of the Codes SEPP. Development must also meet all development standards set out in the relevant code.

## **4 Coastal protection**

*Whether or not the land is affected by the operation of section 38 or 39 of The Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.*

Council HAS NOT been notified by the Department that the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

### **4A Certain information relating to beaches and coasts**

- (1) *Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.*

An order HAS NOT been made under Part 4D of the *Coastal Protection Act 1979* in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land).

- (2) (a) *Whether the council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and*

The council HAS NOT been notified under section 55X of the *Coastal Protection Act 1979* that emergency coastal protection works have been placed on the land (within the meaning of that Act) on the land (or on public land adjacent to that land).

- (b) *if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.*

Not applicable.

- (3) (Repealed)



**4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

*Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).*

Not applicable.

**5 Mine subsidence**

*Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.*

The land IS NOT proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

**6 Road widening and road realignment**

*Whether or not the land is affected by any road widening or road realignment under:*

*(a) Division 2 of Part 3 of the Roads Act 1993, or*

The land IS NOT affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

*(b) Any environmental planning instrument, or*

The land IS NOT affected by any road widening or road realignment under the provisions of Randwick LEP 2012.

*(c) Any resolution of the council.*

The land IS NOT affected by any resolution of the Council for any road widening or road realignment.

**7 Council and other public authority policies on hazard risk restrictions**

*Whether or not the land is affected by a policy:*

*(a) adopted by the council*

The land **IS** affected by a policy adopted by the Council as follows:

Contaminated Land Policy. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the City of Randwick. The policy requires Council to consider the possibility of land contamination and its implications for any proposed or permissible future uses of the land, including all rezoning, subdivision and development applications. This policy will restrict development of land:

- (1) Which is affected by contamination; or
- (2) Which has been used for certain purposes; or
- (3) In respect of which there is not sufficient information about contamination; or
- (4) Which is proposed to be used for certain purposes; or
- (5) In other circumstances contained in the policy.

Excluding Councils Contaminated Land Policy, the subject land IS NOT affected by any other council policy relating to hazard risk restrictions.

*(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the*



*development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).*

The land IS NOT affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council that restricts the development of the land because of the likelihood of land slip, bushfire, (other than flooding), tidal inundation, subsidence, acid sulphate soils or any other risk.

## 7A Flood related development controls information

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

No.

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

No.

(3) *In this clause—*

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

## 8 Land reserved for acquisition

*Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.*

The land IS NOT affected by any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 that makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 27 of the Act.

## 9 Contributions plans

*The name of each contributions plan applying to the land.*

Randwick City Council Section 7.12 (previously Section 94A) Development Contributions Plan (effective 21 April 2015).

## 9A Biodiversity certified land

*If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.*

The land IS NOT biodiversity certified land.

**Note.** Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016. (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995).

## 10 Biodiversity stewardship sites

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).*



Council HAS NOT been notified that the land is a biodiversity stewardship site by the Chief Executive of the Office of Environment and Heritage.

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



#### **10A Native vegetation clearing set asides**

*If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).*

The land DOES NOT contain a set aside area under section 60ZC of the Local Land Services Act 2013.

#### **11 Bush fire prone land**

*If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.*

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

The land IS NOT bush fire prone land (as defined in the act).

#### **12 Property vegetation plans**

*If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, 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).*

Council HAS NOT been notified of any property vegetation plan under the Native Vegetation Act 2003 applying to the land.

#### **13 Orders under Trees (Disputes Between Neighbours) Act 2006**

*Whether an order has been made under 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).*

The land IS NOT land to which an order under Trees (Disputes Between Neighbours) Act 2006 applies.

#### **14 Directions under Part 3A**

*If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.*

There IS NOT a direction by the Minister under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument does not have effect.

#### **15 Site compatibility certificates and conditions for seniors housing**

*If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:*

*(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*

- (i) the period for which the certificate is current, and*
- (ii) that a copy may be obtained from the head office of the Department, and*

*(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.*



The land IS NOT subject of a current site compatibility certificate (of which the Council is aware) that has been issued under the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

## 16 Site compatibility certificates for infrastructure

*A statement of whether there is a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land and, if there is a certificate, the statement is to include:*

- (a) the period for which the certificate is valid, and*
- (b) that a copy may be obtained from the head office of the Department of Planning.*

The land IS NOT subject to a valid site compatibility certificate (of which the Council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007.

## 17 Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
  - (a) the period for which the certificate is current, and*
  - (b) that a copy may be obtained from the head office of the Department of Planning.*
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.*

The land IS NOT subject to a current site compatibility certificate (of which the council is aware) for affordable rental housing.

## 18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.*
- (2) The date of any subdivision order that applies to the land.*
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

The land IS NOT land to which a development plan or subdivision order applies.

## 19 Site verification certificates

*A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:*

- (a) the matter certified by the certificate, and*

**Note.** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

- (b) the date on which the certificate ceases to be current (if any), and*
- (c) that a copy may be obtained from the head office of the Department of Planning and Environment.*

The land IS NOT subject to a current site verification certificate (of which the council is aware), in relation to State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

## 20 Loose-fill asbestos insulation

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



The land DOES NOT include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division.

## **21 Affected building notices and building product rectification orders**

- (1) *A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land*
- (2) *A statement of:*
- (a) *whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and*
  - (b) *whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.*
- (3) *In this clause:*  
*Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.*  
*Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.*

The land IS NOT affected by any notice or order within the meaning of the Building Products (Safety) Act 2017.

## **Contaminated Land Management Act 1997**

**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 within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*

The land IS NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

(b) *that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,*

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

(c) *that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,*

The land IS NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

(d) *that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,*

The land IS NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

(e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate,*

Council HAS NOT received a copy of a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for this land.

**Note.** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under



section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.

**Stella Agagiotis**  
**Manager Strategic Planning**  
**1300 722 542**

Date: 23-Feb-2022

**NOTE:**

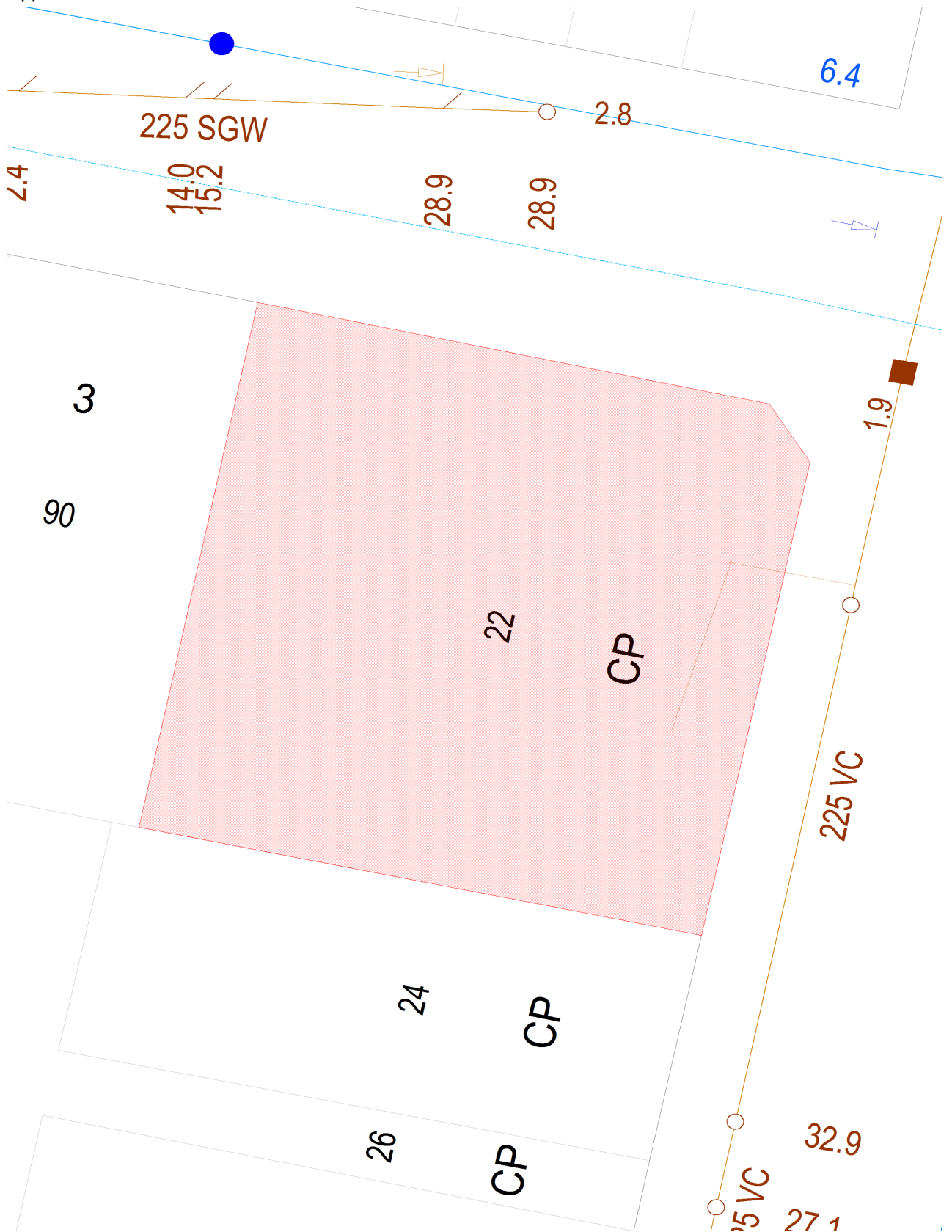
**Section 10.7(5) Matters:**

You may also wish to obtain advice on additional relevant matters affecting the land, under section 10.7(5) of the Environmental Planning and Assessment Act 1979. This advice relates to the following matters:

- Council resolutions to prepare draft local Environmental Plans.
- Terrestrial Biodiversity
- Foreshore Scenic Protection Areas
- Foreshore Building Line
- Ground Water extraction embargo or water shortage area
- Aircraft Noise (ANEF)
- Ground water investigations of 128 Barker St. Randwick (Service Station)
- Flood Studies
- Resident Parking Schemes

# Service Location Print

Application Number: 8001455573



Document generated at 24-02-2022 09:56:48 AM

## Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

### Disclaimer

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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Revenue

Enquiry ID	3672948
Agent ID	81429403
Issue Date	23 Feb 2022
Correspondence ID	1741378259
Your reference	22:1807:Wong

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
S71092/6	Unit 6, 22 KENNEDY ST KINGSFORD 2032	\$247 350

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.



000514



MR BENNY WONG  
C/- BENNY WONG  
47 QUEEN STREET  
BEACONSFIELD NSW 2015

Our reference: 7122413286033

Phone: 13 28 66

23 June 2021

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello BENNY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410550293475
Vendor name	BENNY WONG
Clearance Certificate Period	21 May 2021 to 23 June 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**James O'Halloran**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.