

©2022 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457. You can prepare your own version of pages 1 - 3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time)) no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 112221331	NSW DAN:
Vendor's agent	Oxford Agency 40 Flinders Street, Darlinghurst NSW 2010		Phone: 02 9331 2180 Fax:
Co agent			Ref: Matt Marano
Vendor	Higela Pty Ltd ABN 82 159 107 208		
Vendor's solicitor	Dentons Australia Limited 77 Castlereagh Street Sydney 2000		Phone: +61 2 9035 7600 Fax: 02 9931 4888
Date for completion	42 days after the contract date (clause 15)		Email: natalie.nikolovska@dentons.com
land	3/1 Bedford Place, South Coogee NSW 2034		
(Address, plan details and title reference)	LOT 3 IN STRATA PLAN 48408 3/SP48408		
	<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 type="checkbox"/> none	<input type="checkbox"/> other:	<input checked="" type="checkbox"/> Home unit
			<input type="checkbox"/> carspace
			<input type="checkbox"/> Storage space
attached copies	<input checked="" 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 type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
Exclusions				
Purchaser				
purchaser's solicitor				Phone:
				Fax:
Price	\$			Ref:
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser JOINT TENANTS

tenants in common In unequal shares, specify: _____

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

buyer's agent

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

SIGNING PAGE

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

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

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

Manual transaction (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exception in the space below):

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) NO yes (if yes, vendor must provide 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"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input checked="" type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract Other <input type="checkbox"/> 60

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

Westside Strata Management
 PO Box 241 Fairfield NSW 1860
 Phone: 02 9791 9933
 Email: ethan@westside.net.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

3/1 BEDFORD PL SOUTH COOGEE NSW 2032

CERTIFICATE

PURSUANT TO SECTION 66W OF THE CONVEYANCING ACT, 1919

I, (full name)

of (address)

certify as follows:

1. I am a solicitor / barrister / licensed conveyancer (*delete where inapplicable*) currently admitted to practice in New South Wales or another State or Territory of Australia.
2. I am giving this certificate in accordance with Section 66W of the *Conveyancing Act* 1919 with reference to a contract for the sale of the property referred to in the Schedule below (**Property**) from the Vendor referred to in the Schedule below (**Vendor**) to the Purchaser referred to in the Schedule below (**Purchaser**) in order that there is no cooling off period in relation to that contract.
3. I do not act for the Vendor (or any of them) and am not employed in the legal practice of a solicitor acting for the Vendor (or any of them) nor am I a member or employee of a firm of which a solicitor acting for the Vendor (or any of them) is a member or employee.
4. I have explained to the Purchaser (and where the Purchaser comprises more than one person or party, to each of them; and where the Purchaser or any of them is a corporation, to an officer of the corporation or a person involved in the management of its affairs):
 - (a) the effect of the contract for the purchase of the Property;
 - (b) the nature of this certificate;
 - (c) the effect of giving this certificate to the Vendor, i.e. that there is no cooling off period in relation to the contract.

SCHEDULE

(Property) Lot 3 in Strata Plan 48408
known as 3/1 Bedford Place, South Coogee NSW 2034

(Vendor) Higela Pty Ltd ACN 001 560 381

(insert full name/s)

(Purchaser)

(insert full name/s)

DATED:

(Signature)

Special Provisions attached to and forming part of Contract for Sale and Purchase of Land between HIGELA PTY LTD ACN 001 560 381 (Vendor) and (Purchaser)

Dated: _____

Contents

32. More interpretation	3
33. Amendments to printed provisions	3
34. Purchaser's acknowledgements	5
35. Death, mental illness, liquidation, etc	6
36. Estate agent and commission	6
37. Investment of deposit	6
38. Land tax	6
39. Guarantee and indemnity	7
40. Notice to complete	7
41. Interest	7
42. Sewer	8
43. Documents attached to contract	8
44. Electronic or faxed signature	8
Annexure A - Guarantee and Indemnity	9

32. More interpretation

- (a) In this contract unless the context requires otherwise:
 - (i) the term **purchaser's solicitor** or phrases referring to the solicitor for the purchaser include the person or entity named as the purchaser's solicitor or purchaser's representative in this contract; and
 - (ii) reference to any party to this contract or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
 - (iii) reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - (iv) reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or regulations issued under, that legislation or legislative provision; and
 - (v) reference to any gender includes all genders; and
 - (vi) the singular includes the plural and vice versa; and
 - (vii) reference to any thing (including any right) includes a part of that thing; and
 - (viii) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.
- (b) Time of day refers to the local time then applicable in Sydney, New South Wales.
- (c) Where a party is not permitted to make a claim or requisition in respect of a matter, neither can the party rescind or terminate or delay completion of this contract in respect of that matter.
- (d) If there is any inconsistency between clauses 1–32 and these special provisions, these provisions prevail.
- (e) If any provision of this contract is or becomes invalid or not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid or unenforceable provision will be and continue to be valid and enforceable in accordance with their terms.
- (f) Headings are for convenience of reference only and do not affect interpretation.

33. Amendments to printed provisions

The provisions of this contract specified in this clause are deemed amended as follows:

- (a) **Page 2** - Unless the box specifying the requirement for an adjustment of land tax is marked "NO" it is deemed marked "YES".
- (b) **Settlement Cheque**: in clause 1 the definition of **settlement cheque** is deleted and replaced by the following:

'an unendorsed cheque made payable to the person to be paid and drawn on its own funds by a bank that carries on business in Australia or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque;'

- (c) **Investment of Deposit:** to clause 2.9 add:

'However, if this contract is completed but before completion one party has not (or where a party comprises two or more persons, all of them have not) furnished the depositholder with their tax file number or ABN or exemption from quotation of a tax file number, all net interest after the deductions referred to is to be paid to the other party.'

- (d) The first line of clause 7.1 is replaced with "The vendor can rescind (and need not establish reasonable grounds for doing so) in the case of claims that are not claims for delay;"

- (e) **Clause 7.1.1** - delete "5%" of the price and substitute "\$1.00".

- (f) **Clause 7.1.3** is replaced with "the purchaser does not serve notice waiving the claims *within* 5 business days after that *service*; and";

- (g) **Claims:** delete clauses 7.2.1, 7.2.2 and 7.2.5.

- (h) **Clause 10.1**, line 1 is replaced with "The purchaser cannot make a claim, objection, requisition, delay completion, rescind or terminate in respect of-";

- (i) **Clauses 10.1.8 and 10.1.9** are amended by adding "or existence" after "substance";

- (j) **Clause 10.1.10** is included as follows "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.";

- (k) **Possession before completion:** to clause 18 add:

'18.8 If any fee or rent payable by the purchaser is in arrears for a period exceeding 7 days, or if the purchaser does not comply with any part of this clause, immediately after the vendor serves notice requiring the purchaser to vacate the property the purchaser must do so.'

- (l) **Facsimile:** after clause 20.6.8 add:

'20.6.9 served if it is sent by fax to the party's solicitor. The document will be deemed to have been duly served when the transmission has been completed except where:

- (A) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document will be deemed not to have been served; or
- (B) the transmission is made on a day which is not a business day or after 5.00pm on a business day, in which cases the document will be deemed to have been served at 9.00am on the next business day;'

- (m) **Strata / Community Title**

- (i) From clause 23.9.3 delete 'or before completion'.

- (ii) In clause 23.13, delete 'at least 7 days before the date for completion' and add a final sentence 'On completion the purchaser must pay the vendor the prescribed fee for the certificate.'
- (iii) Delete clause 23.14.
- (iv) In clause 23.16, after 'authorises the purchaser', insert the words 'his solicitor or agent'.
- (v) After clause 23.17 add:

23.18 In clauses 10 and 34 where the context permits 'the property' includes the parcel and any part thereof.'
- (n) **Clause 29** is deleted.
- (o) **Clause 30.12.1** add "or attend to payment of the remittance amount at completion in a manner acceptable to the Australian Taxation Office and agreed to by the vendor and purchaser".
- (p) **Clause 30.12.2** add "unless already paid on completion in accordance with clause 30.12.1".
- (q) **Clause 31.1.2** – delete "vendor" and replace with "registered proprietor of the land".
- (r) **Clause 31.2** – delete "5" and replace with "2".
- (s) **Clause 31.5** – delete "in respect of every vendor" and replace with "in respect of every registered proprietor of the land".

34. Purchaser's acknowledgements

Subject to Section 52A(2)(b) of the *Conveyancing Act* 1919 and the regulations under that Act the purchaser acknowledges and agrees that:

- (a) the purchaser purchases the property:
 - (i) relying on the purchaser's own knowledge, inspection and enquiries; and
 - (ii) in its existing condition and state of repair and subject to all infestations and dilapidation; and
- (b) any warranties by or on behalf of the vendor, express or implied, as to any purpose for which the property, or for which any building which is or may be erected on the property, can be used are expressly negated; and
- (c) the purchaser cannot make a claim or requisition in respect of:
 - (i) the presence on the property of any sewer, manhole, vent, mains, connections, wires, pipes, conduits, channels or distributors with respect to any service as referred to in brackets in clause 10.1.2; or
 - (ii) any roof and/or yardwater drainage or pipe being connected to the sewer; or
 - (iii) whether or not any improvements have been constructed over or adjacent to the sewer main or other installations of Sydney Water Corporation (or other competent authority) and whether or not any approvals for such construction

have been obtained and whether or not any conditions of any approval have been complied with.

35. Death, mental illness, liquidation, etc

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, should the purchaser (or, where the purchaser comprises more than one person, any of them) prior to completion:

- (a) die or become mentally ill, then the vendor can rescind by serving notice on the purchaser's solicitor; or
- (b) being a body corporate, resolve to go into liquidation or be subject to a creditors resolution to go into liquidation or be subject to a Court order that it be wound up or enter into any compromise or arrangement with its creditors under the *Corporations Act 2001* or other applicable law or should any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator be appointed in respect of the purchaser, then the purchaser will immediately and without notice be in breach of this contract in an essential respect.

36. Estate agent and commission

The purchaser warrants that the purchaser was not introduced to the vendor or the property by any real estate agent (or employee of or person connected with a real estate agent) other than the vendor's agent(s) (if any) named in this contract. The purchaser indemnifies the vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty, and also against all actions, proceedings, expenses and legal costs and disbursements (on a solicitor and client basis) in respect of any such claim. It is agreed that this indemnity is a continuing indemnity not merging on completion.

37. Investment of deposit

- (a) The parties agree that the deposit is to be invested in accordance with clause 2.9.
- (b) In clause 2.9 the words 'If each party tells the depositholder that the deposit is to be invested,' are deemed deleted.

38. Land tax

38.1 Amount of land tax to be adjusted

- (a) Clause 14.4.2 is deleted.
- (b) The parties must adjust land tax for the year current at the adjustment date:
 - (i) by adjusting the amount that would have been payable if just prior to the start of that year the land had been owned by a non-concessional company; and
 - (ii) if the land (or part of it) has no separate taxable value, by calculating the amount payable on a proportional area basis.

38.2 No merger

This clause will not merge on completion or in the transfer of the property.

39. Guarantee and indemnity

If the purchaser is a company which is not listed on the Australian Stock Exchange, then the purchaser agrees to procure the execution of the guarantee and indemnity annexed to this contract by all the directors of the purchaser on or prior to the execution of this contract by the purchaser.

40. Notice to complete

- (a) A notice to complete served by the vendor can require completion to be effected by a time and on a date which date is **FOURTEEN (14)** days or more (as specified in the notice) after the date of service of the notice. The parties agree that such notice is sufficient at law and in equity to make time of the essence in respect of the time (both the date and the hour of the day) specified in the notice.
- (b) The parties further agree that a period of at least **FOURTEEN (14)** days from (but excluding) the date of service of the notice to (and including) the completion date specified in the notice will be a sufficient and reasonable period for the party served to complete this contract, and will be a sufficient and reasonable period as aforesaid even though that period includes (but does not expire on) any days which are not business days.
- (c) The vendor can at any time withdraw its notice to complete without prejudice to its continuing right to give any further such notice.

41. Interest

- (a) In this clause **non-interest day** means any business day after the date for completion during the whole of which business day the vendor is unable or unwilling to complete this contract and the purchaser is able and willing to complete.
- (b) If completion is not effected on or before the date for completion then, without prejudice to any other remedy of the vendor and in addition to all other amounts payable by the purchaser to the vendor under this contract, the purchaser must pay to the vendor on completion interest on the balance of the price at the rate of **TEN (10)** per cent per annum. The purchase price will increase by the amount equal to the interest.
- (c) The interest accrues from day to day from (but excluding) the date for completion until (and including) the date of actual completion, but no such interest is payable in respect of any non-interest day, nor in respect of any non-business day where the immediately preceding business day is a non-interest day.
- (d) It is an essential term of this contract that such interest is paid to the vendor on completion and the purchaser is not entitled to require the vendor to complete unless such interest is so paid.

42. Sewer

42.1 Attached to this contract is:

- (a) service location diagram; and
- (b) sewerage service diagram

relating to the property, recently issued by a recognised sewerage authority (Authority) in the ordinary course of administration (Documents).

42.2 The vendor discloses and the purchaser acknowledges all of the information, writing and notations appearing on the Documents.

42.3 The purchaser acknowledges that the information in the Documents may not be complete and/or correct.

42.4 The purchaser must satisfy itself regarding all aspects of the connection or otherwise of the property and the improvements to the Authority's sewer and must not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this contract because of anything arising either directly or indirectly from the matters disclosed in this clause and the Documents.

43. Documents attached to contract

The purchaser acknowledges that all the documents and dealings referred to in the contract, the title to the property, the common property title (if applicable) and all documents marked on page 4 of the contract are attached to the contract and the purchaser shall not take any action in respect of them and anything disclosed or contained therein.

44. Electronic or faxed signature

This contract may be exchanged by electronic or faxed signature which shall be deemed an original signature for all purposes.

Annexure A - Guarantee and Indemnity

Special Provisions attached to and forming part of Contract for Sale and Purchase of Land between Higela Pty Ltd ACN 001 560 381 (Vendor) and (Purchaser)

Dated:

1. Definitions

For the purposes of this guarantee and indemnity:

Guarantor means the following person/s:

Name	
If a company, ACN/ABN	
Address	
Contact person	
Telephone	
Facsimile	

Name	
If a company, ACN/ABN	
Address	
Contact person	
Telephone	
Facsimile	

Name	
If a company, ACN/ABN	
Address	
Contact person	
Telephone	
Facsimile	

Guaranteed Obligations means all express and implied obligations to be observed or performed by or on behalf of the purchaser under this contract.

2. Consideration

The Guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract at the request of the Guarantor and acknowledges receiving valuable consideration from the vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

3. Guarantee

The Guarantor guarantees to the vendor the performance and observance of all the Guaranteed Obligations. If the purchaser fails to perform and observe the Guaranteed Obligations, the Guarantor agrees to perform the Guaranteed Obligations on demand or at a time or times as directed by the vendor.

4. Indemnity

As a separate liability, the Guarantor indemnifies the vendor, and agrees to keep the vendor indemnified, against loss or damage suffered or incurred by the vendor arising out of:

- (a) any failure by the purchaser to perform the Guaranteed Obligations; or
- (b) a Guaranteed Obligation being ineffective for any reason, including:
 - (i) a legal limitation, disability or incapacity of the purchaser or a lack or improper exercise of a power or authority in relation to the purchaser;
 - (ii) the purchaser making an arrangement, assignment or composition for the benefit of its creditors or if an order is made or a resolution effectively passed for the winding-up of the purchaser or if the purchaser goes into liquidation or if a receiver, receiver and manager, administrator or provisional liquidator is appointed to the purchaser; or
 - (iii) if a Guaranteed Obligation is or becomes illegal, invalid, void, voidable or unenforceable.

Each indemnity in this clause 4 is a continuing obligation separate and independent from the other obligations of the Guarantor despite the description of the party giving it as a 'Guarantor' and survives the termination of this contract. It is not necessary for the vendor to enforce the Guaranteed Obligations against the purchaser or otherwise to incur expense, loss, damage or make payment before enforcing a right of indemnity conferred by this clause 4.

5. Continuing security

This guarantee and indemnity is a continuing security despite termination of this contract by the vendor, settlement of account, intervening payment, express or implied revocation or other matter or thing whatever, until a final discharge of this guarantee and indemnity is given to the Guarantor.

6. Acknowledgment by Guarantor

The Guarantor confirms that:

- (a) it has not entered into this contract in reliance on, or as a result of a statement by or conduct of or on behalf of the vendor; and
- (b) the vendor is not obliged to do anything (including disclosing anything or giving advice) except as expressly set out in this contract.

7. Preservation of rights

The Guarantor's liability as a guarantor, principal debtor or indemnifier, and the rights of the vendor under this contract, are not affected by anything that could otherwise have that effect in law or equity, including one or more of the following:

- (a) a person granting time, waiver, a covenant not to sue or other indulgence or concession (whether or not an additional burden is imposed) to, or making of an arrangement, compromise or composition with a person, or compounding a liability, in any way;
- (b) laches, acquiescence, delay, omission, mistake or other act by the vendor or other person or both of them;
- (c) this contract or another document or payment or other transaction under one or more of them being or becoming wholly or partially illegal, invalid, void, voidable, unenforceable or otherwise of limited force or effect;
- (d) a variation, renewal, amendment or novation or a dealing with this contract or other document irrespective of whether or not their effect is material, or imposes an additional liability, or is onerous on the Guarantor or any other person;
- (e) an invalidity or irregularity in the execution of this contract by the purchaser or the Guarantor or a deficiency or irregularity in the powers of the purchaser to enter into this contract and observe and perform the Guaranteed Obligations or of the Guarantor to enter into or observe its obligations under this guarantee and indemnity;
- (f) a judgment against the Guarantor, purchaser or other person; or
- (g) a change in capacity, rights or obligations of the Guarantor, purchaser or other person.

8. Guarantor limitations

The Guarantor may not:

- (a) raise a set-off or counterclaim available to it or the purchaser against the vendor in reduction of its liability under this guarantee and indemnity; or
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the vendor in connection with this contract; or
- (c) make a claim or enforce a right against the purchaser or its property; or
- (d) prove in competition with the vendor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due,

until all money payable to the vendor in connection with this contract has been paid.

9. Void or voidable payments

If a claim that a payment to the vendor in connection with this contract or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised, then the vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not been made.

10. Reimbursement

The Guarantor agrees to pay or reimburse the vendor on demand for the vendor's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity.

11. Warranties

The Guarantor represents and warrants to the vendor that the Guarantor:

- (a) has sought and obtained independent legal advice on the legal effect of this guarantee and indemnity and understands their effect; and
- (b) has satisfied himself after due investigations as to the credit worthiness of the purchaser.

12. More than one Guarantor

Where the Guarantor comprises more than one person:

- (a) the obligations in this contract to be performed and observed by the Guarantor bind such persons and any two or more of them jointly and each of them severally;
- (b) the liability of any such person will not be affected if this guarantee or indemnity on the part of another party or person is void, voidable or unenforceable;
- (c) this guarantee and indemnity bind each of such persons who execute this contract despite that one or more of the other such persons may never execute this contract;
- (d) the vendor may release or enter into a composition with any one or more of them without limiting or affecting the liability of the others; and
- (e) any demand or notice required to be served on the Guarantor is sufficiently served if served on any one of the persons constituting the Guarantor.

13. Assignment of rights

The vendor may assign its rights under this guarantee and indemnity.

Signing page

Executed as an **agreement**.

Signed by _____
in the presence of:

Witness

Print name

Print address

Signed by _____
in the presence of:

Witness

Print name

Print address



FOLIO: 3/SP48408

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/2/2023	4:58 PM	6	25/11/2014

LAND

LOT 3 IN STRATA PLAN 48408
AT COOGEE
LOCAL GOVERNMENT AREA RANDWICK

FIRST SCHEDULE

HIGELA PTY LTD (TA AF891174)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP48408

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP48408

SEARCH DATE	TIME	EDITION NO	DATE
21/2/2023	4:58 PM	4	28/3/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 48408
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT COOGEE
LOCAL GOVERNMENT AREA RANDWICK
PARISH OF BOTANY COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP48408

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 48408
ADDRESS FOR SERVICE OF DOCUMENTS:
1 BEDFORD PLACE
COOGEE 2034

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN710959 INITIAL PERIOD EXPIRED
- 3 AP133450 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 48408

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 25	2	- 25	3	- 25	4	- 25

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COUNCIL'S CERTIFICATE
 RANDWICK COUNCIL
 Having satisfied itself that the proposed plan complies with the requirements of the Strata Titles Act, 1972 (other than the requirements for the registration of plans) have been completed with, approves of the proposed plan.
 I, the Registrar-General, do hereby certify that the proposed plan is a valid plan.
 Date: 28/10/94
 Subdivision No: 73/1/STS-55/94
 Complete, or delete if inapplicable

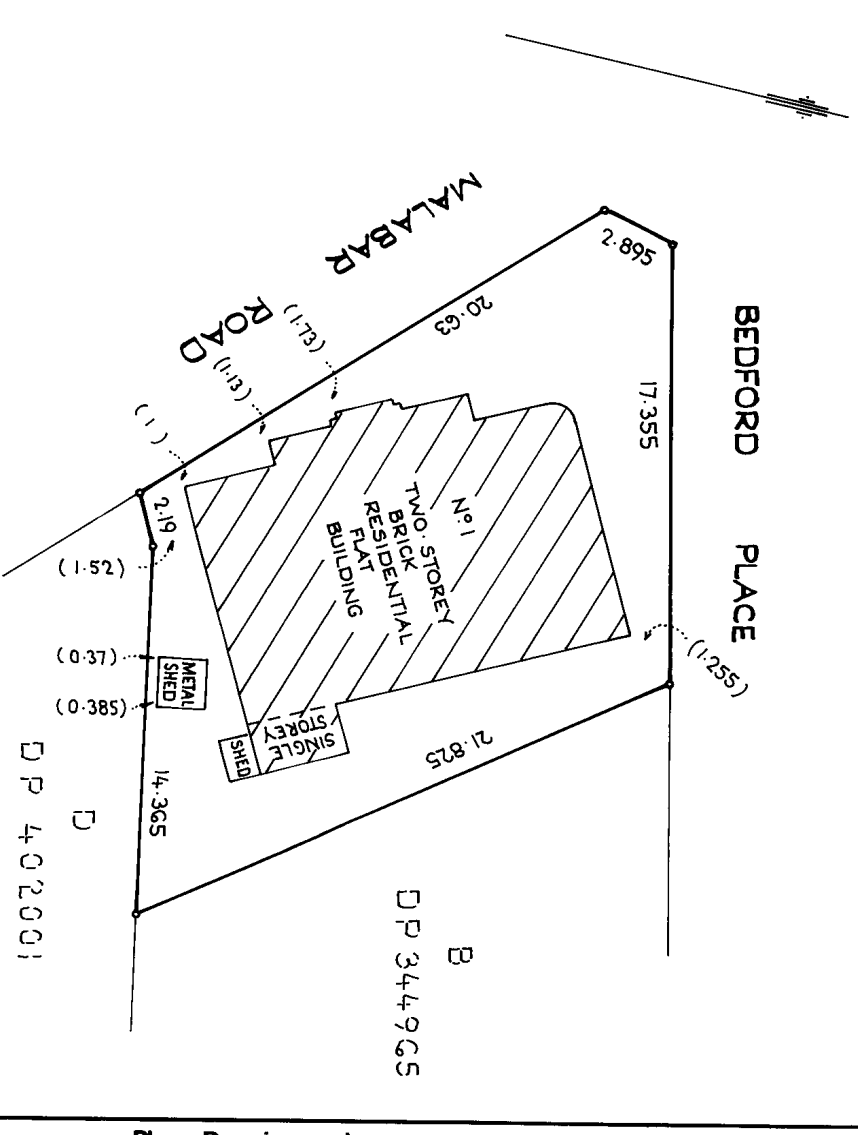
SUPERVISOR'S CERTIFICATE
 ROBERT DOUGLAS DUNLOP
 355 KENT STREET, SYDNEY
 I, the Surveyor, do hereby certify that the proposed plan is a valid plan.
 Date: 29.9.94
 This is sheet 1 of my Plan in 2 sheets.

PLAN OF SUBDIVISION OF LOT 12 IN DP 844607
 LGA : RANDWICK
 Parish : BOTANY
 Reduction Ratio 1:200
 Lengths are in metres

STRATA PLAN 48408
 Registered 21.11.1994
 C.A. No 73/1/STS-55/94 of 28-10-1994
 Purpose: STRATA PLAN
 Ref. Map: RANDWICK SHEET 14 #
 Last Plan: DP 344965

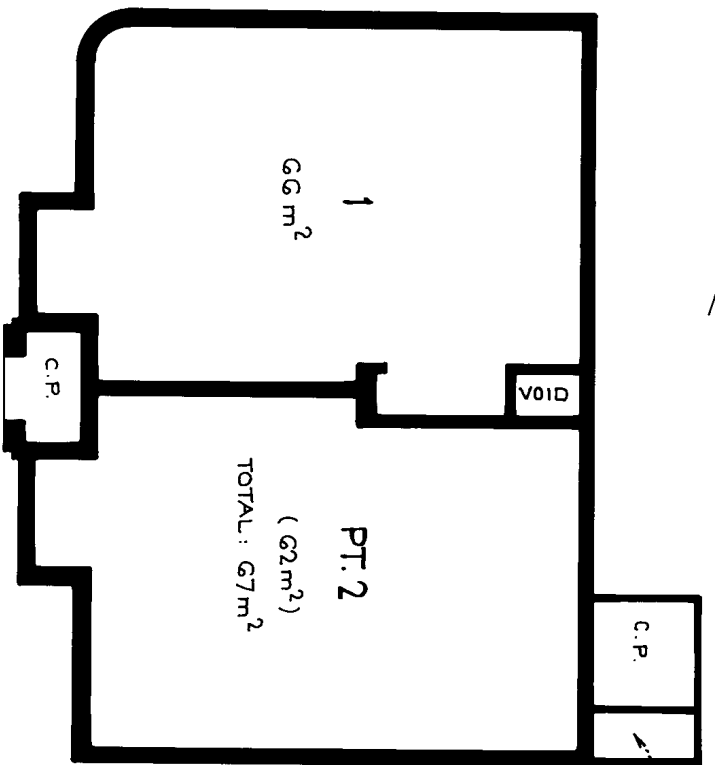
Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

Robert Douglas Dunlop
 Surveyor
 29.9.94



10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----

Scale of mm
 SURVEYOR'S REFERENCE: 10990
 Plan Drawing only to appear in this space

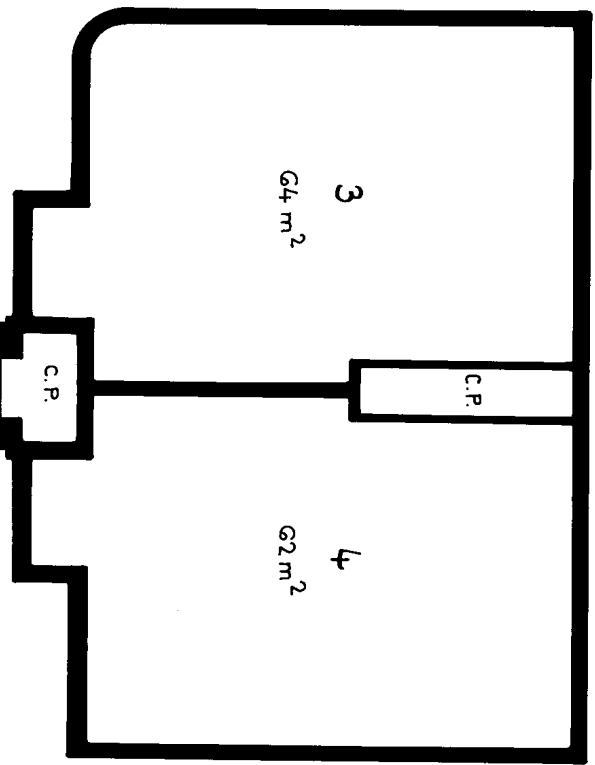


GROUND FLOOR

SCHEDULE OF UNIT ENTITLEMENTS

LOT NO	UNIT ENTITLEMENT
1	25
2	25
3	25
4	25
AGGREGATE	100

C.P. DENOTES COMMON PROPERTY



FIRST FLOOR

Reduction Ratio 1:100

Lengths are in metres

Bluescope
Registered Surveyor

Alan Lunn
General Manager/Authorised Person



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AP133450W

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/SP48408

(B) **LODGED BY**

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any WESTSIDE STRATA PO BOX 241 FAIRFIELD NSW 1860 Reference: FRANCK VIGOUROUX 02 9791 9933	CODE CH
--------------------------------------	--	-------------------

(C) The Owners-Strata Plan No. 48408 certify that a special resolution was passed on 18/2/2019

(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. 21

Amended by-law No. NOT APPLICABLE

as fully set out below:

BY-LAW 21 - ABSOLUTION OF MAINTENANCE

(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 NIL.

(G) The seal of The Owners-Strata Plan No. 48408 was affixed on 20/2/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *S. Vigoureux*

Name: SAMUEL VIGOUROUX

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____



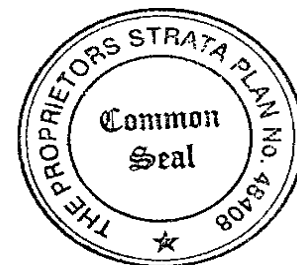
SP48408

BYLAWS

SP48408

1 Bedford Place, South Coogee 2034

Stevenson

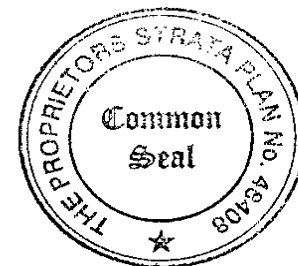


SP48408

Table of Contents

1. Noise	4
2. Vehicles.....	4
3. Obstruction of common property	4
4. Damage to lawns and plants on common property	4
5. Damage to common property.....	4
6. Behaviour of owners and occupiers.....	4
7. Children playing on common property.....	4
8. Behaviour of invitees.....	5
9. Depositing rubbish and other material on common property.....	5
10. Drying of laundry.....	5
11. Cleaning windows and doors	5
12. Storage of flammable liquids and other substances and materials.....	5
13. Moving furniture and other objects on or through common property.....	5
14. Floor coverings.....	5
15. Garbage disposal.....	6
16. Keeping of animals.....	6
17. Appearance of the lot.....	6
18. Notice board.....	6
19. Change in use of lot to be notified.....	6
20. Service of documents on owner of lot by owners corporation.....	6
21. Absolution of maintenance.....	7
Special By-law 1 – Exclusive use lot 3 Attic space.....	10
Special By-law 2 – Exclusive use lot 4 Attic space.....	11

S. Higgins



SP48408

SCHEDULE 2 – By-laws for pre-1996 strata schemes

(Clause 35)

BY-LAW 1. NOISE

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

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.

BY-LAW 4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

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

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 without the approval in writing of the owners corporation.

(2) An approval given by the owners corporation under clause (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
- (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.

(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 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (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

SP48408

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 likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

BY-LAW 10. DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside 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

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.

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 approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(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

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

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.

SP48408

BY-LAW 15. GARBAGE DISPOSAL

An owner or occupier of a lot:

- (a) must maintain 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 adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place anything 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 collector may have spilled from the receptacle 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

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal 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 written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(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. NOTICE BOARD

An owners corporation must cause a notice board to be affixed to some part of the common property.

BY-LAW 19. 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 20. SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

A document may be served on the owner of a lot by electronic means if the personas given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

SP48408

BY-LAW 21. ABSOLUTION OF MAINTENANCE

Part 1- Introduction and intent

(A) This By-Law has been drafted from the Strata Schemes Management Act 2015 section 107 common property memorandum which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(B) The intent of the By-Law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting within the lot, whether specified in this By-Law or not, or any appliance that only services one lot, whether specified in this By-Law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(C) Any item specified in this By-Law that is afforded cover for damage due to an insurable event by the Owners Corporation insurance policy shall still be protected by that insurance.

(D) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporation responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(E) This By-Law does not confer any rights upon a lot owner to install any item listed in this By-Law as a fixture or fitting of a lot.

Part 2- Definitions

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

(A) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment

(B) Lot means any lot in the strata plan.

(C) Owner means the owner of the lot.

(D) Owners Corporation means the Owners Corporation created by the registration of Strata Plan 48408

(E) Internal Area means any area within the envelope of a lot as defined by the Strata Plan.

(F) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this By-Law, unless the context otherwise requires:

(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 Act;

(D) any references to legislation includes references to amending and replacing legislation.

Part 3- Terms and conditions

In accordance with section 106(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

(A) All cornices

(B) All skirting boards

SP48408

- (C) All architraves and internal Door Jams
- (D) Wall tiles wherever located, including kitchen, bathroom and laundries
- (E) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (F) False Ceilings
- (G) Mezzanines, Stairs and Handrails
- (H) All paintwork and wall paper
- (I) The cleaning of mould throughout the lot where the causative factors are purely environmental.

3.2 Bathroom, Ensuites and Laundry Areas

All bathroom, Ensuite and Laundry fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) Shower screens
- (C) Bathtub, including internal floor waste and drainage pipes
- (D) Sinks and hand basins including internal drainage pipes
- (E) Cabinets and mirrors
- (F) Toilet pan, including cistern and internal wall pipes
- (G) All lights, light fittings and exhaust fans that only service the lot, wherever located.

3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) All internal waste and drainage pipes, including connections to the common stack
- (C) Bench tops
- (D) Ovens, stoves and cook tops
- (E) Sinks and insinkerators
- (F) All lights, light fittings, exhaust fans and range hood that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (A) All carpet within the lot
- (B) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (C) All floor boards, whether floating or fixed
- (D) All parquetry, linoleum, vinyl and cork tiles wherever located.

3.5 Balcony and Courtyard Areas

- (A) All tiles, pavers and decking
- (B) All stairs and handrails within the balcony or courtyard area
- (C) All awnings, pergolas, privacy screens or louvers, whether originally installed or subsequently installed after the registration of the Strata Plan
- (D) All plants and grassed areas within the balcony or courtyard
- (E) The pruning, trimming or removal of a tree or trees, including damage caused by roots.
- (F) Fences that divide two lots
- (G) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot.

3.6 Electrical Fittings and Appliances

- (A) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (B) All electrical sockets and wall plates
- (C) Electrical main and sub-main that services only one lot including fuses wherever located
- (D) Smoke detectors that only service one lot
- (E) Alarm systems that only service one lot
- (F) Individual Garage door motors
- (G) Telephone, Television, cable television, intercom handsets, internet wall plates and cabling that only services one lot, wherever located

SP48408

- (H) Split system and ducted air conditioning systems including condenser units and all associated equipment wherever located that only service one lot;
- (I) Ceiling Fans
- (J) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located
- (K) Any general appliance, such as dishwasher, microwave oven, clothes dryer or other appliance that is designed to only service a single lot

3.7 Balcony Doors, Garage Doors, Windows, Mail Boxes Storage cage and Garage Area

- (A) All fly screens, security screens fitted to the windows and doors, internal doors, balcony doors and windows of the lot, whether originally installed or subsequently installed after the registration of the Strata Plan.
- (B) Automatic Door closers
- (C) Storage cages that are for the use of one lot.
- (D) Garage doors that only service one lot.
- (E) Mail Box Locks.
- (F) Any locking device or door furniture installed on the front and back doors, balcony doors, garage doors or windows, storage cages of the lot, whether installed originally or subsequently by the lot owner
- (G) Supplying or replacing swipe cards, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

3.8 External areas

- (A) Any antenna that only services one lot
- (B) Any security screening that only services one lot
- (C) Any security surveillance equipment that only services one lot
- (D) Any fence and fence extensions that only service one lot
- (E) Clotheslines that only service one lot

SP48408

SPECIAL BY-LAW 1 – EXCLUSIVE USE LOT 3 – ATTIC SPACE

The Proprietor for the time being of Lot 3 ("the Lot 3 proprietor") shall be entitled to the following special privileges in relation to the common property area being the attic space located directly above Lot 3 comprising the cubic space between the upper-surface of the uppermost ceiling and the lower surface of the roof structure ("the lot 3 attic space") for the purpose and subject to the terms and conditions set out below:

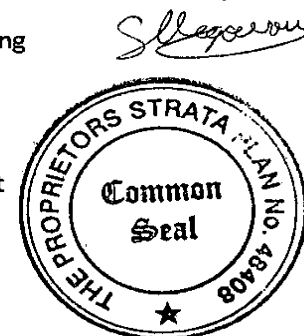
- a) The Lot 3 proprietor shall be entitled to use the Lot 3 attic space for the purpose of storing goods and chattels personal lawfully used or ancillary to the lawful use of Lot 3.
- b) The Lot 3 proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and the cleaning of the Lot 3 attic space from time to time.
- c) The rights conferred by this By-law shall be exercised by the lot 3 proprietor only wherever:
 - (i) The Lot 3 proprietor maintains consent from the Council of the City of Randwick (if applicable) to use the Lot 3 attic space for the purpose permitted by this By-law;
 - (ii) The Lot 3 attic space is not used to store flammable dangerous noxious or odorous goods and chattels personal whatsoever for any food or other consumable item which may attract vermin.
 - (iii) The Lot 3 proprietor shall be responsible to fumigate the Lot 3 attic space from time to time as may be necessary for the extermination of vermin or at any time as reasonably required by the Body Corporate.
 - (iv) The Lot 3 proprietor shall indemnify and keep indemnified the Body Corporate from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Body Corporate or for which the Body Corporate may become liable in respect of or arising from the negligent or careless or unauthorised use, misuse, waste or abuse by the Lot 3 proprietor or any person authorised or permitted by him arising out of the exercise of the rights conferred by this By-law or use of the Lot 3 attic space arising from any loss, damage, death or injury from any cause whatsoever to the common property or to any party or person within the Lot 3 attic space occasioned or contributed to by any act, omission, neglect or breach of the Lot 3 proprietor or any contractor or sub-contractor, employees, person authorised or permitted by him or any other person upon the Lot 3 attic space in pursuance of the rights hereby granted.
- d) The By-law while it remains in force continues to operate for the benefit of and is binding upon the Lot 3 proprietor
- e) To the extent to which this By-law makes a person directly responsible for the proper maintenance and keeping in a state of good serviceable repair of the Lot 3 attic space it discharges the Body Corporate from its obligations under section 68 (1)(b).

SP48408

SPECIAL BY-LAW 2 – EXCLUSIVE USE LOT 4 – ATTIC SPACE

The Proprietor for the time being of Lot 4 ("the lot 4 proprietor") shall be entitled to the following special privileges in relation to the common property area being the attic space located directly above Lot 4 comprising the cubic space between the upper-surface of the uppermost ceiling and the lower surface of the roof structure ("the lot 4 attic space") for the purpose and subject to the terms and conditions set out below:

- a) The Lot 4 proprietor shall be entitled to use the Lot 4 attic space for the purpose of storing goods and chattels personal lawfully used or ancillary to the lawful use of Lot 4.
- b) The Lot 4 proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and the cleaning of the Lot 4 attic space from time to time.
- c) The rights conferred by this By-law shall be exercised by the lot 4 proprietor only wherever:
 - (i) The Lot 4 proprietor maintains consent from the Council of the City of Randwick (if applicable) to use the Lot 4 attic space for the purpose permitted by this By-law;
 - (ii) The Lot 4 attic space is not used to store flammable dangerous noxious or odorous goods and chattels personal whatsoever for any food or other consumable item which may attract vermin.
 - (iii) The Lot 4 proprietor shall be responsible to fumigate the Lot 4 attic space from time to time as may be necessary for the extermination of vermin or at any time as reasonably required by the Body Corporate.
 - (iv) The Lot 4 proprietor shall indemnify and keep indemnified the Body Corporate from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Body Corporate or for which the Body Corporate may become liable in respect of or arising from the negligent or careless or unauthorised use, misuse, waste or abuse by the Lot 4 proprietor or any person authorised or permitted by him arising out of the exercise of the rights conferred by this By-law or use of the Lot 4 attic space arising from any loss, damage, death or injury from any cause whatsoever to the common property or to any party or person within the Lot 4 attic space occasioned or contributed to by any act, omission, neglect or breach of the Lot 4 proprietor or any contractor or sub-contractor, employees, person authorised or permitted by him or any other person upon the Lot 4 attic space in pursuance of the rights hereby granted.
- d) The By-law while it remains in force continues to operate for the benefit of and is binding upon the Lot 4 proprietor
- e) To the extent to which this By-law makes a person directly responsible for the proper maintenance and keeping in a state of good serviceable repair of the Lot 4 attic space it discharges the Body Corporate from its obligations under section 68 (1)(b).



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



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

(A) **TORRENS TITLE** For the common property
CP 48408

(B) **LODGED BY**

Document Collection Box <u>IW</u>	Name, Address or DX, Telephone, and Customer Account Number if any WESTSIDE STRATA PO BOX 241 FAIRFIELD NSW 1860 Reference: <u>FRANCK VIGOUROUX 02 97919933</u>	CODE CH
--------------------------------------	---	-------------------

(C) The Owners-Strata Plan No. 48408 certify that a special resolution was passed on 4/4/2018

(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. NOT APPLICABLE

Amended by-law No. NOT APPLICABLE

as fully set out below:

CONSOLIDATION ONLY

(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 NIL.

(G) The seal of The Owners-Strata Plan No. 48408 was affixed on 13/9/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *S Vigoureux*

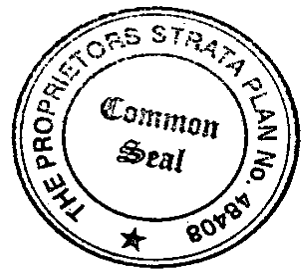
Name: SAMUEL VIGOUROUX

Authority: STRATA MANAGER

Signature: _____

Name: _____

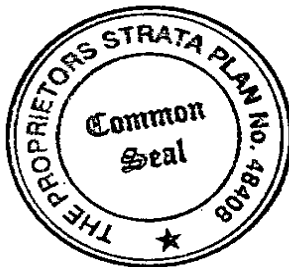
Authority: _____



BYLAWS

SP48408

1 Bedford Place, Coogee 2034

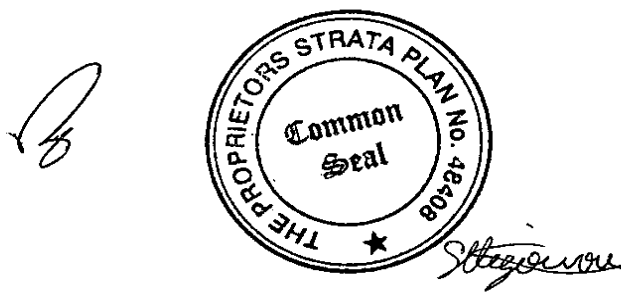


Shepherdson

SP48408

1. Contents

1. Noise.....	4
2. Vehicles	4
3. Obstruction of common property	4
4. Damage to lawns and plants on common property.....	4
5. Damage to common property.....	4
6. Behaviour of owners and occupiers.....	5
7. Children playing on common property in building	5
8. Behaviour of invitees.....	5
9. Depositing rubbish and other material on common property.....	5
10. Drying of laundry items	5
11. Cleaning windows and doors	5
12. Storage of inflammable liquids and other substances and materials.....	6
13. Moving furniture and other objects on or through common property	6
14. Floor coverings	6
15. Garbage disposal.....	6
16. Keeping of animals	7
17. Appearance of lot.....	7
18. Notice board.....	7
19. Change in use of lot to be notified.....	7
20. Service of documents on owner of lot by owners corporation	7
Special By-law 1 Exclusive Use Lot 3 Attic Space	7
Special By-law 2 Exclusive Use Lot 4 Attic Space	7
Annexure A Special By-law 1 Exclusive Use Lot 3 Attic Space.....	8
Annexure B Special By-Law 2 Exclusive Use Lot 4 Attic Space.....	9



1. Noise

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

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.

3. Obstruction of common property

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

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

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 without the approval in writing of the owners corporation.

(2) An approval given by the owners corporation under clause (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
- (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.

(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 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair

SP48408

any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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.

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.

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.

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 likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. Drying of laundry items

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

11. Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

SP48408

12. Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(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.

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

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

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.

15. Garbage disposal

An owner or occupier of a lot:

(a) must maintain 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 adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(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 collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

SP48408

16. Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal 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.

17. Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(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.

18. Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

19. 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).

20. Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Special By-law 1 Exclusive Use Lot 3 Attic Space

The Owners Corporation specially resolves to granting special privilege rights to lot owners in accordance with Section 47 of the Strata Schemes Management Act 1996 for the installation of Solar Panels. **Detailed in Annexure A**

Special By-law 2 Exclusive Use Lot 4 Attic Space

Subject to the conditions in paragraph C of this by-law, the Owner will have exclusive use of the roof space above Lot 4 to create and use a dust free room including flooring, framing, insulation, lining and ventilation, by-law **detailed in Annexure B**

SP48408

Annexure A Special By-law 1 Exclusive Use Lot 3 Attic Space

The Proprietor for the time being of Lot 3 ("the Lot 3 proprietor") shall be entitled to the following special privileges in relation to the common property area being the attic space located directly above Lot 3 comprising the cubic space between the upper-surface of the uppermost ceiling and the lower surface of the roof structure ("the Lot 3 attic space") for the purpose and subject to the terms and conditions set out below:

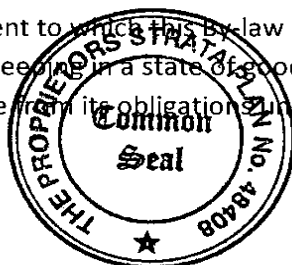
- (a) The Lot 3 proprietor shall be entitled to use the Lot 3 attic space for the purpose of storing goods and chattels personal lawfully used or ancillary to the lawful use of Lot 3.
- (b) The Lot 3 proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and the cleaning of the Lot 3 attic space from time to time.
- (c) The rights conferred by this By-law shall be exercised by the Lot 3 proprietor only whenever:
 - (i) The Lot 3 proprietor maintains consent from the Council of the City of Randwick (if applicable) to use the Lot 3 attic space for the purpose permitted by this By-law;
 - (ii) The Lot 3 attic space is not used to store flammable dangerous noxious or odorous goods and chattels personal whatsoever for any food or other consumable item which may attract vermin.
 - (iii) The Lot 3 proprietor shall be responsible to fumigate the Lot 3 attic space from time to time as may be necessary for the extermination of vermin or at any time as reasonably required by the Body Corporate.
 - (iv) The Lot 3 proprietor shall indemnify and keep indemnified the Body Corporate from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Body Corporate or for which the Body Corporate may become liable in respect of or arising from the negligent or careless or unauthorised use, misuse, waste or abuse by the Lot 3 proprietor or any person authorised or permitted by him arising out of the exercise of the rights conferred by this By-law or use of the Lot 3 attic space arising from any loss, damage, death or injury from any cause whatsoever to the common property or to any party or person within the Lot 3 attic space occasioned or contributed to by any act, omission, neglect or breach of the Lot 3 proprietor or any contractor or sub-contractor, employees, person authorised or permitted by him or any other person upon the Lot 3 attic space in pursuance of the rights hereby granted.
- (d) The By-law while it remains in force continues to operate for the benefit of and is binding upon the Lot 3 proprietor.
- (e) To the extent to which this By-law makes a person directly responsible for the proper maintenance and keeping in a state of good serviceable repair of the Lot 3 attic space it discharges the Body Corporate from its obligations under section 68 (1)(b).

SP48408

Annexure B Special By-Law 2 Exclusive Use Lot 4 Attic Space

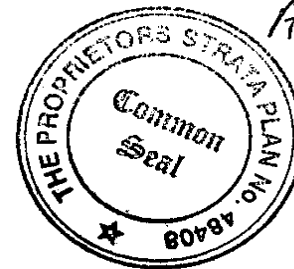
The Proprietor for the time being of Lot 4 ("the Lot 4 proprietor") shall be entitled to the following special privileges in relation to the common property area being the attic space located directly above Lot 4 comprising the cubic space between the upper-surface of the uppermost ceiling and the lower surface of the roof structure ("the Lot 4 attic space") for the purpose and subject to the terms and conditions set out below:

- (a) The Lot 4 proprietor shall be entitled to use the Lot 4 attic space for the purpose of storing goods and chattels personal lawfully used or ancillary to the lawful use of Lot 4.
- (b) The Lot 4 proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and the cleaning of the Lot 4 attic space from time to time.
- (c) The rights conferred by this By-law shall be exercised by the Lot 4 proprietor only whilever:
 - (i) The Lot 4 proprietor maintains consent from the Council of the City of Randwick (if applicable) to use the Lot 4 attic space for the purpose permitted by this By-law;
 - (ii) The Lot 4 attic space is not used to store flammable dangerous noxious or odorous goods and chattels personal whatsoever for any food or other consumable item which may attract vermin.
 - (iii) The Lot 4 proprietor shall be responsible to fumigate the Lot 4 attic space from time to time as may be necessary for the extermination of vermin or at any time as reasonably required by the Body Corporate.
 - (iv) The Lot 4 proprietor shall indemnify and keep indemnified the Body Corporate from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Body Corporate or for which the Body Corporate may become liable in respect of or arising from the negligent or careless or unauthorised use, misuse, waste or abuse by the Lot 4 proprietor or any person authorised or permitted by him arising out of the exercise of the rights conferred by this By-law or use of the Lot 4 attic space arising from any loss, damage, the Lot 4 attic space occasioned or contributed to by any act, omission, neglect or breach of the Lot 4 proprietor or any contractor or sub-contractor, employees, person authorised or permitted by him or any other person upon the Lot 4 attic space in pursuance of the rights hereby granted.
- (d) The By-law while it remains in force continues to operate for the benefit of and is binding upon the Lot 4 proprietor.
- (e) To the extent to which this By-law makes a person directly responsible for the proper maintenance and keeping in a state of good serviceable repair of the Lot 4 attic space it discharges the Body Corporate from its obligation under section 68 (1)(b).



A handwritten signature in black ink, appearing to read "S. Slego".

FILM WITH
AN710959



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 48408 was affixed on ^{13/9/18} in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Samuel Vigouroux Authority: Strata Manager

Signature: Name: Authority:

^ 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.

1/1

PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

InfoTrack Pty Ltd
DX 578
SYDNEY NSW

Description of land: **Lot 3 SP 48408**

Address: **3/1 Bedford Place, SOUTH COOGEE NSW 2034**

Date of Certificate: 22 February 2023
Certificate No: 64905
Receipt No: 5159787
Amount: \$133.00
Reference: 43009480:74666

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 and Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (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. The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate. Council provides the information in good faith but disclaims all liability for any omission or inaccuracy. Please contact Council's Strategic Planning team on 1300 722 542 for further information about this Planning Certificate.

1 Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies (SEPPs)

- **Biodiversity and Conservation SEPP 2021** - Chapter 2 – Vegetation in non-rural areas
- **Biodiversity and Conservation SEPP 2021** - Chapter 6 – Bushland in urban areas
- **Housing SEPP 2021** - Chapter 2 – Affordable Housing
- **Housing SEPP 2021** - Chapter 2, Part 3 – Retention of affordable rental housing
- **Housing SEPP 2021** - Chapter 3, Part 5 – Housing for seniors and people with a disability
- **Housing SEPP 2021** - Chapter 3, Part 9 – Caravan Parks
- **Industry and Employment SEPP 2021** - Chapter 3 – Advertising and Signage
- **Planning Systems SEPP 2021** - Chapter 2 – State and regional development
- **Planning Systems SEPP 2021** - Chapter 4 – Concurrences and consents
- **Resilience and Hazards SEPP 2021** - Chapter 2 - Coastal management
- **Resilience and Hazards SEPP 2021** - Chapter 3 – Hazardous and Offensive Development
- **Resilience and Hazards SEPP 2021** - Chapter 4 – Remediation of Land
- **Resources and Energy SEPP 2021** - Chapter 2 – Mining, petroleum production and extractive industries
- **Transport and Infrastructure SEPP 2021** - Chapter 2 – Infrastructure
- **Transport and Infrastructure SEPP 2021** - Chapter 3 – Educational establishments and childcare facilities
- **Transport and Infrastructure SEPP 2021** - Chapter 5 – Three Ports – Port Botany, Port Kembla and Newcastle
- **Codes SEPP 2008** - (Exempt and Complying Development Codes) 2008
- **SEPP No. 65** - Design Quality of Residential Flat Development
- **BASIX SEPP 2004** - BASIX (Building Sustainability Index) 2004
- **MCP SEPP 2007** - (Miscellaneous Consent Provisions) 2007

Note: Any questions regarding State Environmental Planning Policies and Regional Environmental Plans should also be directed to the Department of Planning and Environment 1300 420 596 or 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).

Development control plans that apply 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 14th 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.

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

- **State Environmental Planning Policy (Sustainable Buildings) 2022 – to commence on 1st October 2023**
- **On the 15th 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.**
- **On the 12 September 2021, Council received a Gateway Determination from the Department of Planning, Industry and Environment with conditions to progress the Comprehensive Planning Proposal to amend the Randwick Local Environmental Plan 2012 (RLEP). The public exhibition period for the proposal is Tuesday 31 May to Tuesday 5 July 2022. The proposal is now subject to due process. Key changes proposed as part of the Draft Planning Proposal include:**
 - **New planning controls (zoning, height of building and FSR) in five identified Housing Investigation Areas proximate to the light rail alignment or town and strategic centres**
 - **Application of an Affordable Housing Contribution Scheme in the five Housing Investigation Areas**
 - **Changes to controls for the construction and subdivision of attached dual occupancies in the R2 Low Density Residential zone**
 - **Proposed new heritage items, archaeological sites and boundary adjustments to heritage conservation areas**
 - **Controls to promote environmental resilience**
 - **Strengthening open space requirements and creation of new open space zones**
 - **Supporting a diverse, safe and inclusive night time economy through changes to zone objectives and new exempt development provisions**
 - **New planning controls including changes to zoning and density of 20 neighbourhood clusters zoned residential to protect existing shops and businesses**
 - **New employment zones to replace existing B1 Neighbourhood Centre, B2 Local Centre and IN1 Light Industrial zones to align with State government reforms**
 - **Updating land zoning and development control maps to reflect the Randwick Hospital Expansion area and the Randwick Racecourse (Light Rail Stabling Yard)**
 - **Rezoning and increased development standards for several sites based on owner-initiated rezoning requests; and**
 - **Housekeeping amendments to correct zoning and boundary anomalies.**

For further information on the Comprehensive Planning Proposal, please see the link provided below:



www.randwick.nsw.gov.au/planning-and-building/planning/local-environmental-plan-lep/randwick-comprehensive-planning-proposal



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

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

(4) In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 Zoning and land use under relevant LEPs

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

- (a) The identity of the zone, whether by reference to —
 - (i) a name, such as "Residential Zone" or "Heritage Area", or
 - (ii) a number, such as "Zone No 2 (a)",
- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

Zone R2 (Low Density Residential) in Randwick LEP 2012.

1. Objectives of zone

- To provide for the housing needs of the community within a low 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

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Office premises; Oyster Aquaculture; Passenger transport facilities; Places of public worship; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roads; Semi-detached dwellings; Shops; Tank-based aquaculture

4. Prohibited



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

(c) whether additional permitted uses apply to the land,

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

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

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

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

(f) 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.

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

3 Contributions plans

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

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

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

4 Complying Development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

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

(a) a restriction applies to the land, but it may not apply to all of the land, and

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

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



Housing Code

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

Low Rise Housing Diversity Code

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

Rural Housing Code

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

Housing Alterations Code

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

General Development Code

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

Commercial and Industrial Alteration Code

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

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.

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

A copy of the Codes SEPP is available at www.planning.nsw.gov.au. For further information please call the Department of Planning and Environment 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.

Note: This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.



Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

5 Exempt Development

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

(2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*

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

(a) a restriction applies to the land, but it may not apply to all of the land, and

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

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

Division 1 General Code

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

Division 2 Advertising and Signage Code

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

Division 3 Temporary Uses and Structures Code

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

Division 4 Special Provisions – COVID 19

Repealed

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6 Affected building notices and building product rectification orders

(1) *Whether the council is aware that—*

(a) an affected building notice is in force in relation to the land, or

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) *In this section—*



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

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

7 Land reserved for acquisition

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

State Environmental Planning Policies

Council is unable to provide any site-specific information on the provisions of any State Environmental Planning Policy regarding the acquisition of land. Information on State Environmental Planning Policies listed in this certificate is available at NSW Legislation – In force legislation. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment's website.

Draft State Environmental Planning Policies

Council is unable to provide site-specific information on the provisions of any draft State Environmental Planning Policy regarding the acquisition of land. Information on the draft State Environmental Planning Policies listed in this certificate is available on the Department of Planning and Environment Have Your Say webpage for Draft plans and policies. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment's website.

Local Environmental Plan

The land IS NOT affected by any environmental planning instrument or proposed environmental planning instrument referred to in section 1 that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

8 Road widening and road realignment

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

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

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

(b) an environmental planning instrument, or

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

(c) a resolution of the Council.

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

Note: This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

9 Flood related development controls

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

Yes.



(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.*

Yes.

(3) *In this section—*

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

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

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

Note: The information provided in Item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available on Council's website.

10 Council and other public authority policies on hazard risk restrictions

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

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence; salinity, coastal hazards, or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulphate soils; contamination; low-lying lands; aircraft noise; Malabar Treatment Plant odour; and Former Matraville Incinerator land.

(2) *In this section—*

adopted policy means a policy adopted—

(a) *by the Council, or*

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

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

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.

11 Bush fire prone land

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

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

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



12 Loose-fill asbestos insulation

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

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

13 Mine subsidence

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

The land IS NOT declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

14 Paper subdivision information

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

- (a) applies to the land, or Page 151 Environmental Planning and Assessment Regulation 2021 [NSW] Schedule 2 Planning certificates Published LW 17 December 2021 (2021 No 759)*
- (b) is proposed to be subject to a ballot.*

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

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

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

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

Council HAS NOT been notified of any property vegetation plan under the Native Vegetation Act 2003, Part 4 applying to the land.

16 Biodiversity stewardship sites

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

Council HAS NOT been notified that the land is a biodiversity stewardship site by the Biodiversity Conservation Trust.

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

17 Biodiversity certified land

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

The land IS NOT biodiversity certified land.



Note: Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

18 Orders under Trees (Disputes Between Neighbours) Act 2006

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.

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

- (1) *If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*
- (2) *In this section—
existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.*

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

Not applicable.

20 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

Whether under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 the land is—

- (a) *in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or*
- (b) *shown on the Lighting Intensity and Wind Shear Map, or*
- (c) *shown on the Obstacle Limitation Surface Map, or*
- (d) *in the "public safety area" on the Public Safety Area Map, or*
- (e) *in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.*

Not applicable.

21 Site compatibility certificates and conditions for seniors housing

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

The land IS NOT subject of a current site compatibility certificate (of which the Council is aware) that has been issued under Chapter 3, Part 5 of the Housing SEPP 2021.

22 Site compatibility certificates and development consent conditions for affordable rental housing

- (1) *Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) *the period for which the certificate is current, and*
(b) *that a copy may be obtained from the Department.**



- (2) *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).*
- (3) *Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).*
- (4) *In this section— former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.*

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

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 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.



INFORMATION PROVIDED UNDER SECTION 10.7(5)

NOTE:

Council has no obligation to provide any advice in this planning certificate in response to a request made under s.10.7 (5) of the Act.

If Council does include advice in this planning certificate in response to a s.10.7 (5) request then, as far as practicable on the information available to Council, the advice shall be current as at 12:noon two(2) working days prior to the date of issue of this planning certificate.

Council draws your attention to the fact that if there is an omission or absence of reference in any advice given in this planning certificate, that is or may be relevant to the subject land, that shall not imply that the land is not affected by any matter not mentioned or referred to in this planning certificate.

Council draws your attention to s.10.7(6) of the Act which provides that Council shall not incur any liability in respect of any advice provided in good faith pursuant to s.10.7(5) of the Act.

Additional Relevant Matters

At the date of this certificate, the following relevant matters affecting the land are provided in good faith in accordance with the requirements of Section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Council resolutions to prepare draft Local Environmental Plans

Name of proposed environmental planning instrument that includes a planning proposal for LEP or a draft environmental planning instrument.

- Council has prepared a Planning Proposal to include 11A Marcel Avenue, Coogee (Lot 51 DP318884) within Schedule 5 - Part 1 – Heritage Items and extension of the boundary of the Moira Crescent Heritage Conservation Area (Schedule 5- Part 2 – Heritage Conservation Areas) of Randwick LEP 2012.

Note: This section applies to Draft Local Environmental Plans that have yet to be placed on Community Consultation under the Environmental Planning and Assessment Act, 1979.

Terrestrial Biodiversity

The land IS NOT identified and mapped as `Biodiversity' in Randwick LEP 2012.

Foreshore Scenic Protection Areas

The land IS NOT identified and mapped within a Foreshore Scenic Protection Area in Randwick LEP 2012.

Foreshore Area (Foreshore Building Line)

The land IS NOT identified and mapped as "Foreshore Area" within the Randwick LEP 2012 Foreshore Building Line Map.

Licences Under The Water Act 1912

The Property IS NOT within the ground water extraction embargo area or the water shortage zone declared under the Water Act 1912.



Aircraft Noise (ANEF)

This property IS NOT affected by aircraft noise levels as measured by the Australian Noise Exposure Forecast (ANEF) identified by Sydney Airport Corporation Limited (SACL), endorsed by Air Services Australia (ASA).

Flood Studies

Council **IS** in possession of a flood study that covers the catchment in which this property is located. The flood study is available for inspection at the Council if required.

For more information please see:

www.randwick.nsw.gov.au/149-Flooding



Residential Parking Schemes

No resident parking permits will be issued for new development or for significant alterations and additions to residential flat buildings that have been determined under Randwick Local Environmental Plan 2012 and Randwick Development Control Plan 2013.

Stella Agagiotis
Manager Strategic Planning
1300 722 542

Date: 22-Feb-2023

Sewer Service Diagram

Application Number: 8002279098

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD DIAGRAM OF SANITARY DRAINAGE

HS.73G

Municipality of *Randwick*

SEWER AVAILABLE

Diagram No. *423995*

SYMBOLS AND ABBREVIATIONS

⊠	Boundary Trap	RV	Reflux Valve	I.P.	Induct Pipe
■	Pit	—	Cleaning Eye	M.F.	Mica Flap
⊠	Grease Interceptor	VERT.	Vertical Pipe	T	Tubs
⊠	Gully	V.P.	Vent. Pipe	K.S.	Kitchen Sink
⊠	P. Trap	S.V.P.	Soil Vent. Pipe	W.C.	Water Closet
⊠	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste

Bsn.	Basin
Shr.	Shower
W.I.P.	Wrought Iron Pipe
C.I.P.	Cast Iron Pipe
F.W.	Floor Waste
W.M.	Washing Machine

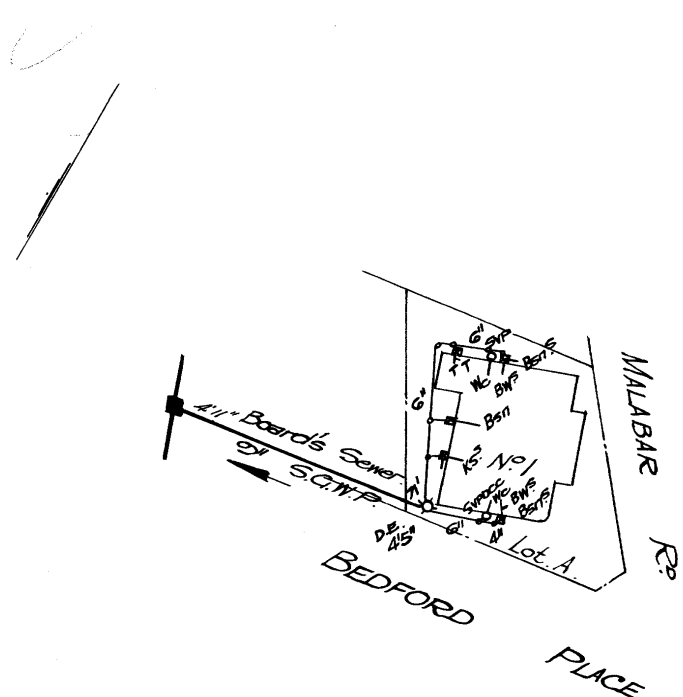
Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.

Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer when the sewer becomes available it will be necessary to apply for a revised diagram.

This work must be carried out in accordance with the Board's By-laws.



SHEET No. 2880

19
FOR ENGINEER-IN-CHIEF

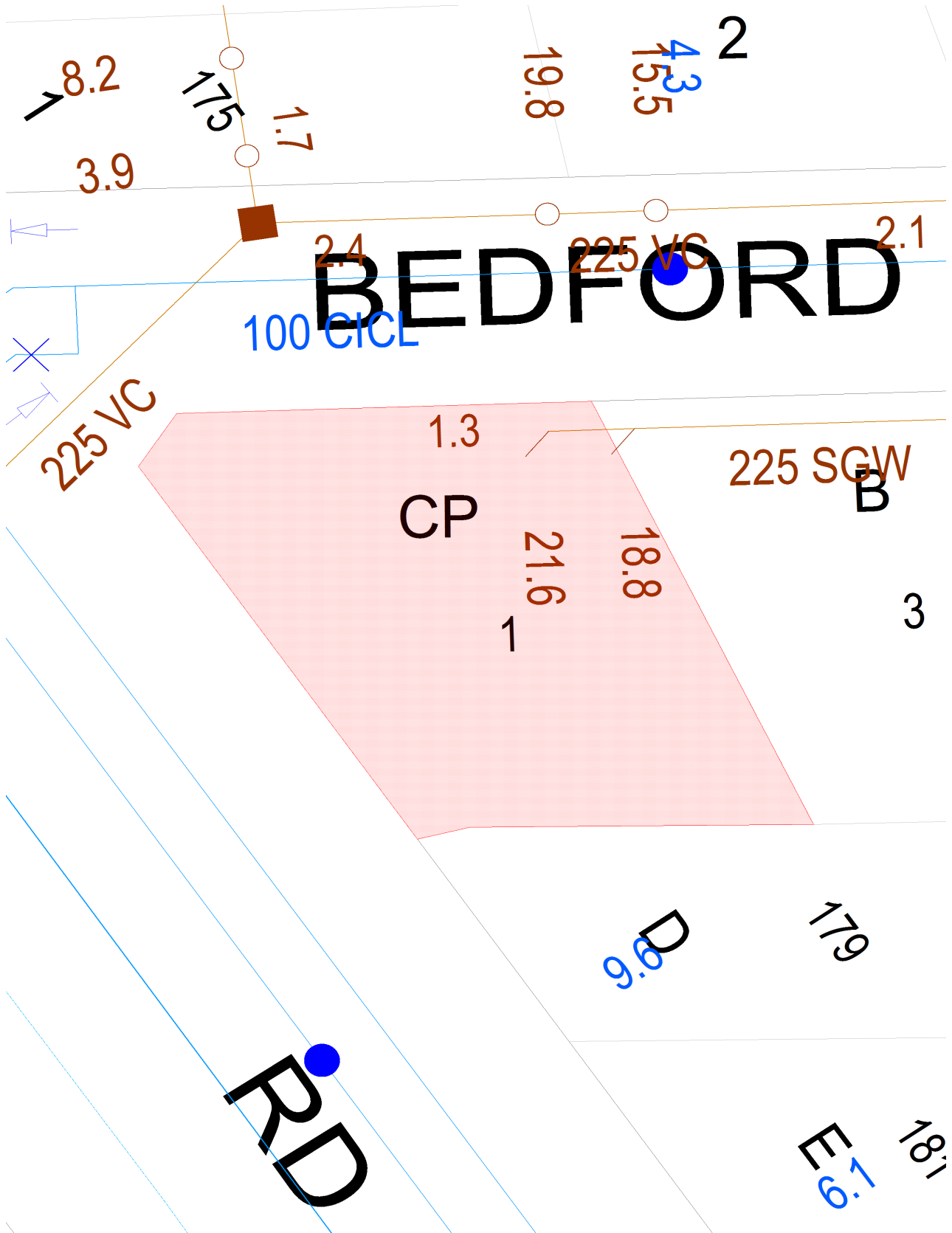
OFFICE USE ONLY			
W.C	Designed by	DATE	Inspector
Bth		/ /	
Shr	Inspector	/ /	
Bsn	Examined by	/ /	Date
K.S		/ /	Outfall
T		/ /	HL
P.Ig	Chief Inspector	/ /	LL
Dge.Int.		/ /	Drainer
Dge.Ext.		/ /	Boundary Trap is not required
			FIRST VISIT SUPERV'SN PASSED DATE
			Inspector
			Checked
			COMPENSATION - MH. AC. VS.
			File HOV £

Document generated at 21-02-2023 05:10:25 PM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print
Application Number: 8002279125



Document generated at 21-02-2023 05:10:22 PM

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	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

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**.



Enquiry ID 3865643
Agent ID 81429403
Issue Date 21 Feb 2023
Correspondence ID 1759868373
Your reference 43009480

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S48408/3	Unit 3, 1 BEDFORD PL SOUTH COOGEE 2034	NOT AVAILABLE	Not Opted In

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2023 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

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.

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.

Contact details



Read more about Land Tax and use our online service at 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.



THE TRUSTEE FOR LAKOS FAMILY TRUST
C/- NATALIE NIKOLOVSKA
77 CASTLEREAGH STREET
SYDNEY NSW 2000

Our reference: 7136987095980
Phone: 13 28 66
7 March 2023

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,

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

Notice number	2410771505661
Vendor name	HIGELA PTY LTD as trustee for THE TRUSTEE FOR LAKOS FAMILY TRUST
Clearance Certificate Period	6 March 2023 to 6 March 2024

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

Yours faithfully,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at 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.