

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Shop 7/160 Maroubra Road, Maroubra, NSW 2035	Mobile: 0421 032 760
co-agent		
vendor	Judy Ying Wah KUK	
vendor's solicitor	Needs Chan & Monahan Lawyers Hurstville House Suite 4B, 34 MacMahon Street, Hurstville NSW 2220 PO Box 484, Hurstville BC NSW 1481	Phone: (02) 9570 4866 Email: mail@ncmlaw.com Ref: 41116PL
date for completion land (address, plan details and title reference)	42nd 5F/6 Bligh Place, Randwick NSW 2031 Strata Plan: Lot 30 Strata Plan SP 6225 Folio Identifier: 30/SP6225	day after the contract date (clause 15)

improvements VACANT POSSESSION subject to existing tenancies

HOUSE garage carport home unit carspace storage space

none other:

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

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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 exemption, in the space below):

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

Land tax is adjustable NO Yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

GK Strata Management

Address: Level 27 / 66 – 68 Goulburn Street, Sydney NSW 2000

Postal Address : Locked Bag 22 Haymarket NSW 1240

Telephone: (02) 8218 9999

Email: info@gkstrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> ● issued by a <i>bank</i> and drawn on itself; or ● if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <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 *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

5F / 6 BLIGH PLACE, RANDWICK NSW 2031

1. Conditions of sale of land by auction

- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

- (m) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
-

-
- (p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

SPECIAL CONDITIONS FORMING PART OF CONTRACT FOR SALE AND
PURCHASE OF LAND
FROM **JUDY YING WAH KUK**
TO
DATED

A1. Real Estate Agent

- A1.1 The Purchaser warrants that it was not introduced to the property or to the Vendor by or through any real estate agent or any person other than the agent, if any, specified on the front page of this Contract as the Vendor's Agent.
- A1.2 The Purchaser will, notwithstanding the completion of this contract, indemnify and keep indemnified the Vendor and his estate and effects against any liability (for payment of commission or other moneys) arising out of a breach of the warranty contained in paragraph A1.1 of this clause.

A2. Death or Incapacity of Either Party

Without in any manner affecting any rights or remedies which would have been available to a party at law or in equity had this clause not been included, the parties agree that:

- A2.1 should either party (or any member thereof if there are more than one) prior to completion die or become mentally ill, then the other party may rescind this agreement by serving a notice to that effect and thereupon this agreement shall be at an end and the provisions of Clause 19 hereof shall apply; and
- A2.2 should either party (or any member thereof if there are more than one) prior to completion be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or, being a company resolve to go into liquidation or have a petition for the winding-up of it presented or enter into any scheme of arrangement with its creditors or have any liquidator, receiver or official manager appointed, then that party shall be deemed to be in default of this contract.
- A2.3 The right of rescission shall not be exercisable by the Purchaser if a good title to the property can be given to the Purchaser by the Completion Date or any other date agreed between the parties.

A3. Warranties, Acknowledgments, etc.

- A3.1 This contract contains the entire agreement between the parties as at the date of this contract notwithstanding any;
- A3.1.1 negotiations or discussions held; or

A3.1.2 documents signed or documents or information materials produced or sighted;

before the date of this contract.

A3.2 Where there is any inconsistency between these Special Conditions and other parts of this contract, these Special Conditions shall apply to the extent of such inconsistency.

A3.3 The Purchaser agrees that:

A3.3.1 in entering into this contract the Purchaser has not relied on any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor except those that are expressly provided in this contract or in legislation; and

A3.3.2 the Purchaser is relying entirely upon the Purchasers own enquires relating to, and inspection of, the property.

A3.4 Without limiting clause A3.3 the Purchaser agrees that neither the Vendor nor anyone on behalf of the Vendor has made any representation or warranty on which the Purchaser relies as to the fitness or suitability for any particular purpose of the property or of any financial return or income to be derived from the property;

A3.5 The Purchaser cannot make any claim, objection or requisition; or delay completion, or rescind or terminate this contract in respect of:-

A3.5.1 the state of repair or condition of the property;

A3.5.2 any latent or patent defects;

A3.5.3 any infestation, contamination or hazard;

A3.5.4 the availability, location or connection of any Service to the property;

A3.5.5 any matter noted in this contract or referred to in this clause.

A4. Interest for Delay in Completion

Without prejudice to or derogation from any other provision hereof, if this contract is not completed by the completion date the Purchaser will, in addition to the balance of the purchase price and other moneys payable by it under this contract, pay to the Vendor on completion, interest on the balance of the purchase price at the rate of 10% per annum computed from the completion date to the date of actual completion PROVIDED THAT if completion is delayed through default on the part of the Vendor, then such interest shall not be payable for any period prior to the expiry of 3 business days after service of notice that such default has been rectified.

A5. Notice to Complete

- A5.1 For the purpose of a notice to complete under clause 15, any time longer than 14 days after the date of service of the notice is agreed to be reasonable and sufficient time for completion. The party serving the notice shall be entitled to withdraw it at any time and may subsequently serve another notice.
- A5.2 If the Vendor issues a Notice to Complete then the Purchaser will pay the Vendor's legal costs of \$330.00 incurred in the preparation and service of such notice. It is an essential provision of this Contract that such costs be paid on completion.

A6. Amendments to Standard Provisions of Contract

The printed clauses of the standard form contract are amended as follows:

- A6.1 Clause 6.2 is deleted.
- A6.2 Clause 7.1.1 is amended by substituting "1%" for "5%".
- A6.3 Clause 7.2.1 is amended by substituting "1%" for "10%".
- A6.4 Clause 8.1.1 : delete the words "on reasonable grounds".
- A6.5 Clauses 10.1,10.2 & 10.3: after the words "terminate" on each occurrence add the words " or delay completion".
- A6.6 Clauses 10.1.8 & 10.1.9: by deleting "substance" and "disclosed" and substituting "existence" and "noted" respectively.
- A6.7 Clause 14.4.2 is deleted and replaced by the following clause:
"The amount to be adjusted for land tax is the amount of land tax actually payable in respect of the property by virtue of the ownership by the vendor."
- A6.8 Clause 23.6.1 by deleting the words "even if it is payable by instalments" and substituting "but if it is payable by instalments, only the instalment prior to settlement".
- A6.9 Clause 24.1.1 is amended by substituting "to be treated as if it were paid" by "to be disregarded and to be adjusted later when it is paid by the tenant".
- A6.10 Clause 24.3.3 is deleted.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Judy Ying Wah Kuk
Purchaser:
Property: Unit 5F/6 Bligh Place, Randwick NSW 2031
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affections, notices and claims

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

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

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

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 30/SP6225

SEARCH DATE	TIME	EDITION NO	DATE
20/10/2025	2:17 PM	-	-

VOL 11858 FOL 231 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 30 IN STRATA PLAN 6225
AT RANDWICK
LOCAL GOVERNMENT AREA RANDWICK

FIRST SCHEDULE

JUDY YING WAH KUK (T Q595451)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP6225

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP6225

SEARCH DATE	TIME	EDITION NO	DATE
20/10/2025	2:48 PM	11	27/11/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 6225
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RANDWICK
LOCAL GOVERNMENT AREA RANDWICK
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP6225

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 6225
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- GK STRATA MANAGEMENT
LOCKED BAG 22
HAYMARKET
NSW 1238

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
- 3 AM461749 INITIAL PERIOD EXPIRED
- 4 AP280927 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 997)

STRATA PLAN 6225

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	19	2	18	3	16	4	20
5	18	6	16	7	19	8	18
9	15	10	20	11	21	12	17
13	21	14	19	15	17	16	20
17	19	18	17	19	22	20	22
21	17	22	21	23	21	24	17
25	23	26	24	27	18	28	24
29	23	30	18	31	24	32	25
33	18	34	25	35	24	36	18
37	26	38	26	39	18	40	26

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP6225

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 997) (CONTINUED)

STRATA PLAN 6225

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
41	- 25	42	- 18	43	- 26	44	- 27
45	- 19	46	- 27	47	- 26	48	- 19

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***


41116...

PRINTED ON 20/10/2025

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

STRATA PLAN No. 6225

Schedule of Unit Entitlement		OFFICE USE ONLY
Lot N ^o	Unit Entitlement	Current Cs of T
		Vol. Fol.
1	19	11858-202
2	18	11858-203
3	16	11858-204
4	20	11858-205
5	18	11858-206
6	16	11858-207
7	19	11858-208
8	15 18	11858-209
9	18 15	11858-210
10	20	11858-211
11	21	11858-212
12	17	11858-213
13	21	11858-214
14	19	11858-215
15	17	11858-216
16	20	11858-217
17	19	11858-218
18	17	11858-219
19	22	11858-220
20	22	11858-221
21	17	11858-222
22	21	11858-223
23	21	11858-224
24	17	11858-225
CONTINUED		SHEET 3


 Unit entitlement of lots 8 & 9 amended
 in Reg. Gen's. Office. Vide PPs. P 367 6 51
 RB 24/11/1975

E. Woodman
 Council Clerk.

8/72 - LOT 2 BLIGH PLACE - 17.4.72.

STRATA PLAN No.6225

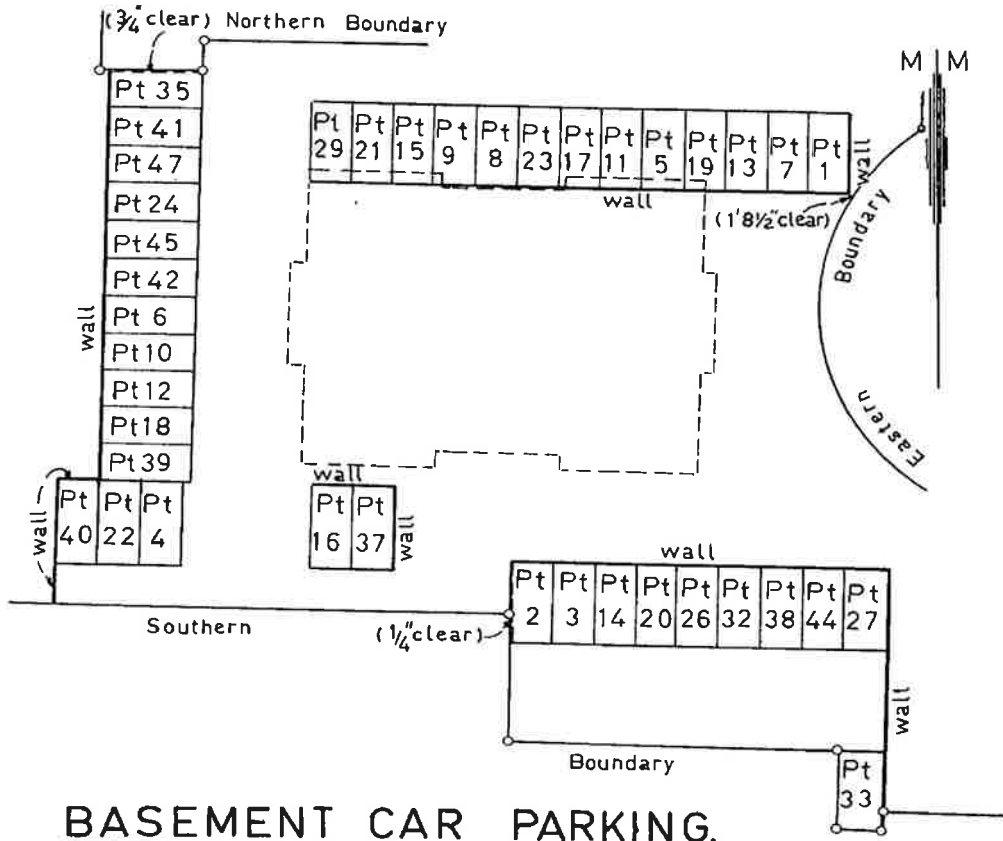
Schedule of Unit Entitlement		OFFICE USE ONLY	
		Current C ^s of T	
Lot N ^o	Unit Entitlement	Vol	Fol
25	23		11858-226
26	24		11858-227
27	18		11858-228
28	24		11858-229
29	23		11858-230
30	18		11858-231
31	24		11858-232
32	25		11858-233
33	18		11858-234
34	25		11858-235
35	24		11858-236
36	18		11858-237
37	26		11858-238
38	26		11858-239
39	18		11858-240
40	26		11858-241
41	25		11858-242
42	18		11858-243
43	26		11858-244
44	27		11858-245
45	19		11858-246
46	27		11858-247
47	26		11858-248
48	19		11858-249
Aggregate	997		

[Signature]
 Council Clerk.

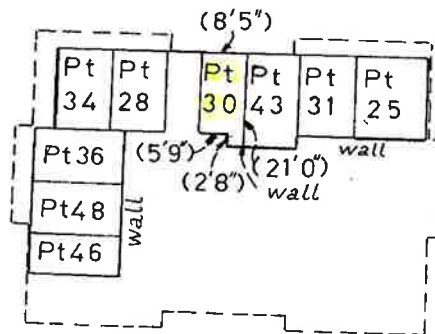
8/72 - LOT 2 BLIGH PLACE - 17.4.72.

STRATA PLAN No.6225

Scale: 30 feet to an inch.



BASEMENT CAR PARKING.



GROUND FLOOR CAR PARKING.

See Sheet 5 for Dimensions and Areas.

[Signature]
 Council Clerk.

STRATA PLAN No.6225

Areas and Dimensions of Car Spaces on Basement
 and Ground Floor Levels

Lot	Dimension	Area
Pt 1	8'3" x 18'0"	148sf
Pt 2	8'10½" x 18'0"	160sf
Pt 3	8'3" x 18'0"	148sf
Pt 4	8'10" x 18'10"	166sf
Pt 5	8'2½" x 18'0"	147sf
Pt 6	8'3" x 18'0"	148sf
Pt 7	8'3" x 18'0"	148sf
Pt 8	8'3½" x 18'0"	149sf
Pt 9	8'3½" x 18'0"	149sf
Pt 10	8'3½" x 18'0"	149sf
Pt 11	8'3½" x 18'0"	149sf
Pt 12	8'3½" x 18'0"	149sf
Pt 13	8'3" x 18'0"	148sf
Pt 14	8'3" x 18'0"	148sf
Pt 15	8'3" x 18'0"	148sf
Pt 16	8'10" x 18'2"	160sf
Pt 17	8'3" x 18'0"	148sf
Pt 18	8'2¼" x 18'0"	147sf
Pt 19	8'3" x 18'0"	148sf
Pt 20	8'3" x 18'0"	148sf
Pt 21	8'3" x 18'0"	148sf
Pt 22	8'1¾" x 18'10"	153sf
Pt 23	8'3" x 18'0"	148sf
Pt 24	8'9" x 18'0"	157sf

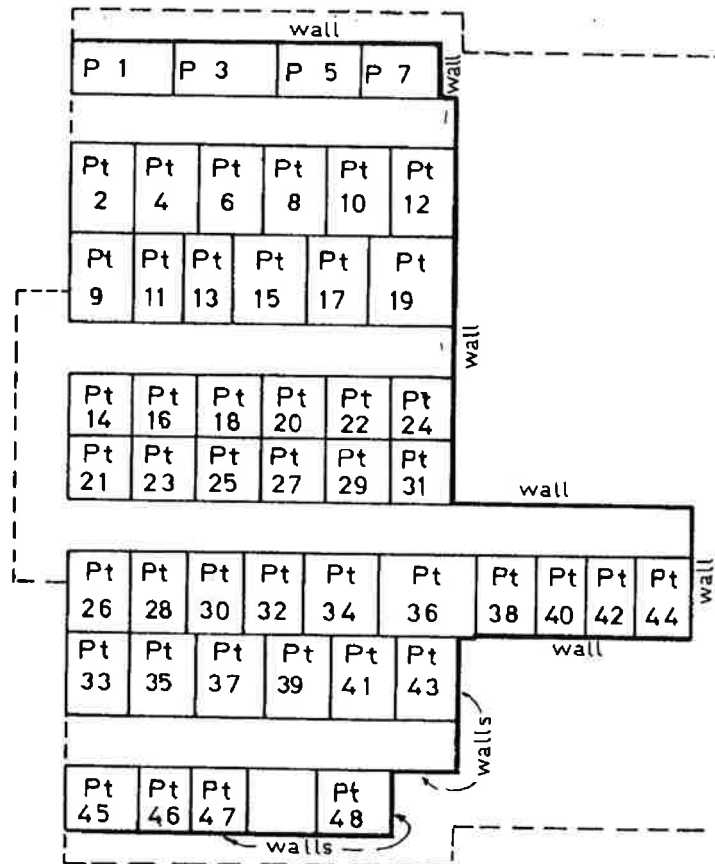
Lot	Dimension	Area
Pt 25	14'5½" x 18'1"	261sf
Pt 26	8'3" x 18'0"	148sf
Pt 27	8'4" x 18'0"	149sf
Pt 28	10'10" x 18'1"	195sf
Pt 29	8'9" x 18'0"	157sf
Pt 30	Wide Sheet	161sf
Pt 31	11'2" x 18'1"	201sf
Pt 32	8'3" x 18'0"	148sf
Pt 33	8'1¼" x 18'0"	145sf
Pt 34	10'11" x 18'1"	197sf
Pt 35	8'1¼" x 18'0"	145sf
Pt 36	12'0½" x 18'0"	216sf
Pt 37	8'10" x 18'2"	160sf
Pt 38	8'3" x 18'0"	148sf
Pt 39	8'3¼" x 18'0"	148sf
Pt 40	8'1¾" x 18'10"	153sf
Pt 41	8'5½" x 18'0"	152sf
Pt 42	8'3" x 18'0"	148sf
Pt 43	10'6½" x 21'0"	221sf
Pt 44	8'4" x 18'0"	149sf
Pt 45	8'9" x 18'0"	157sf
Pt 46	8'2½" x 18'0"	147sf
Pt 47	8'5½" x 18'0"	152sf
Pt 48	12'1½" x 18'0"	218sf

[Signature]
 Council Clerk.

STRATA PLAN No.6225

MIM

Scale: 10 feet to an inch.



BASEMENT BOX ROOMS.

See Sheet 7 for Dimensions and Areas.

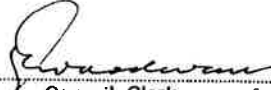
[Signature]
Council Clerk.

STRATA PLAN No.6225

Dimensions and Areas of Basement Box Rooms.

Lot	Dimensions	Area
Pt 1	6'10" x 4'0"	27sf.
Pt 2	4'4" x 6'9"	29sf.
Pt 3	6'8" x 4'0"	26sf.
Pt 4	4'4" x 6'9"	29sf.
Pt 5	5'5½" x 4'0"	21sf.
Pt 6	4'5" x 6'9"	29sf.
Pt 7	5'2" x 4'0"	20sf.
Pt 8	4'4" x 6'9"	29sf.
Pt 9	4'4" x 6'9"	29sf.
Pt10	4'9" x 6'9"	32sf.
Pt11	3'4" x 6'9"	22sf.
Pt12	4'1" x 6'9"	27sf.
Pt13	3'4" x 6'9"	22sf.
Pt14	4'4" x 4'9"	20sf.
Pt15	4'10" x 6'9"	32sf.
Pt16	4'4" x 4'9"	20sf.
Pt17	4'5" x 6'9"	29sf.
Pt18	4'5" x 4'9"	20sf.
Pt19	5'11" x 6'9"	39sf.
Pt20	4'5" x 4'9"	20sf.
P 21	4'4" x 5'0"	21sf.
Pt22	4'5" x 4'9"	20sf.
Pt23	4'4" x 5'0"	21sf.
Pt24	4'2" x 4'9"	19sf.

Lot	Dimensions	Area
Pt25	4'5" x 5'0"	22sf.
Pt26	4'4" x 6'4"	27sf.
Pt27	4'5" x 5'0"	22sf.
Pt28	3'10" x 6'4"	24sf.
Pt29	4'5" x 5'0"	22sf.
Pt30	3'9" x 6'4"	23sf.
Pt31	4'3" x 5'0"	21sf.
Pt32	3'11" x 6'4"	24sf.
Pt33	4'4" x 6'4"	27sf.
Pt34	5'0" x 6'4"	31sf.
Pt35	4'4" x 6'4"	27sf.
Pt36	6'7" x 6'4"	41sf.
Pt37	4'8" x 6'4"	29sf.
Pt38	4'0" x 5'8"	22sf.
Pt39	4'4" x 6'4"	27sf.
Pt40	3'5" x 5'8"	19sf.
Pt41	4'4" x 6'4"	27sf.
Pt42	3'5" x 5'8"	19sf.
Pt43	4'2" x 6'4"	26sf.
Pt44	3'10" x 5'8"	21sf.
Pt45	4'11" x 5'0"	24sf.
Pt46	3'8½" x 5'0"	18sf.
Pt47	3'8½" x 5'0"	18sf.
Pt43	5'0" x 5'0"	25sf.


 Council Clerk.

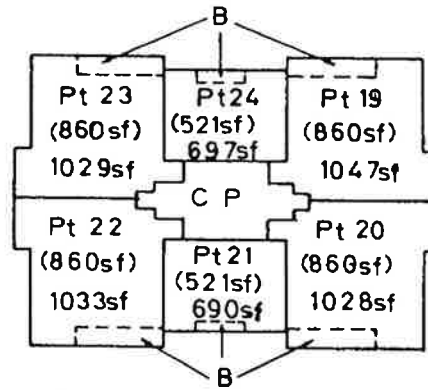
STRATA PLAN No.6225

Scale 30 feet to an inch.

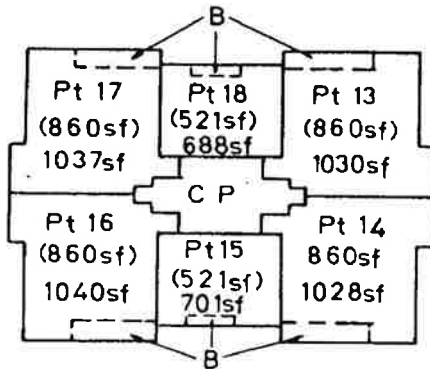
B denotes Balcony and are limited in height to 8 feet above floor slab.

CP denotes Common Property

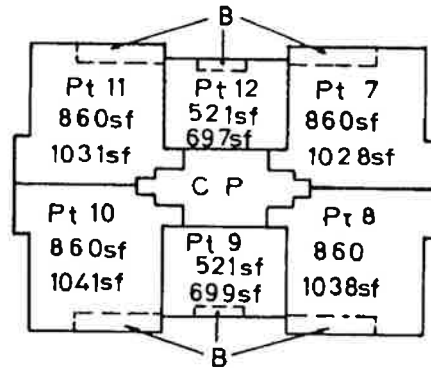
Areas include balconies and are approximate.



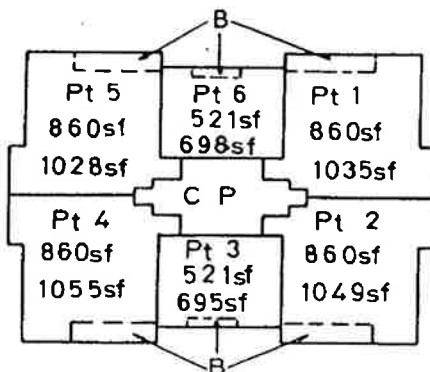
FOURTH FLOOR



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

MIM

[Signature]
Council Clerk



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 6225		
FEET	INCHES	METRES
-	0 1/4	0.005
-	0 3/4	0.02
1	8 1/2	0.52
2	8	0.815
3	4	1.015
3	5	1.04
3	8 1/2	1.13
3	9	1.145
3	10	1.17
3	11	1.195
4	-	1.22
4	1	1.245
4	2	1.27
4	3	1.295
4	4	1.32
4	5	1.345
4	8	1.42
4	9	1.45
4	10	1.475
4	11	1.5
5	-	1.525
5	2	1.575
5	5 1/2	1.665
5	8	1.725
5	9	1.755
5	11	1.805
6	4	1.93
6	7	2.005
6	8	2.03
6	9	2.055
6	10	2.085
7	0 3/4	2.155
8	1 1/4	2.47
8	1 3/4	2.485
8	2 1/4	2.495
8	2 1/2	2.5
8	3	2.515
8	3 1/4	2.52
8	3 1/2	2.525
8	4	2.54
8	5	2.565
8	5 1/2	2.58
8	8	2.64
8	9	2.665
8	10	2.69
8	10 1/2	2.705
10	1 1/4	3.08
10	6 1/2	3.215
10	10	3.3
10	11	3.325
11	2	3.405
12	-	3.66
12	0 1/2	3.67
12	1 1/4	3.69
12	1 1/2	3.695
14	5 1/2	4.405
17	3 1/4	5.265
18	-	5.485
18	1	5.51
18	2	5.535
20	1	6.12
21	-	6.4
21	4 1/2	6.515
28	5	8.66
37	9 1/2	11.52
64	10 1/2	19.775
66	4	20.22
73	5 1/4	22.385
88	-	26.82
88	11 1/2	27.115
109	8	33.425
118	9 1/2	36.21
145	9 3/8	44.435

CONTD

STRATA PLAN 6225 CONTD	
SQ FT	SQ M
1	0.1
3	0.3
7	0.6
9	0.8
18	1.7
19	1.8
20	1.9
21	2
22	2
23	2.1
24	2.2
25	2.3
26	2.4
27	2.5
29	2.7
31	2.9
32	3
39	3.6
40	3.7
41	3.8
61	5.7
103.1	9.6
145	13.5
147	13.7
148	13.7
149	13.8
152	14.1
153	14.2
157	14.6
160	14.9
166	15.4
170	15.8
195	18.1
197	18.3
201	18.7
216	20.1
218	20.3
221	20.5
261	24.2
521	48.4
688	63.9
690	64.1
692	64.3
693	64.4
695	64.6
696	64.7
697	64.8
698	64.8
699	64.9
701	65.1
702	65.2
705	65.5
764	71
778	72.3
860	79.9
1025	95.2
1028	95.5
1029	95.6
1030	95.7
1031	95.8
1032	95.9
1033	96
1035	96.2
1037	96.3
1038	96.4
1039	96.5
1040	96.6
1041	96.7
1047	97.3
1049	97.5
1055	98
1069	99.3
1079	100.2
1082	100.5
1088	101.1
1107	102.8
1143	106.2

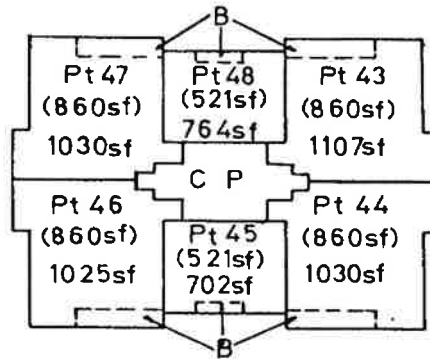
STRATA PLAN No.6225

Scale.30 feet to an inch

B denotes Balcony and are limited in height to 8 feet above floor slab

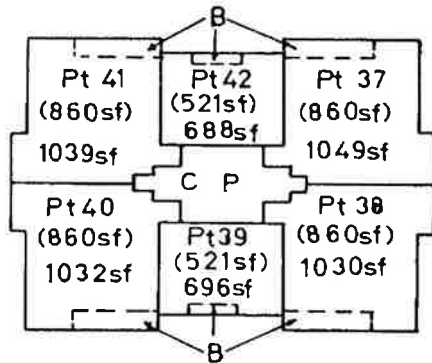
C P denotes Common Property

Areas include balconies and are approximate.

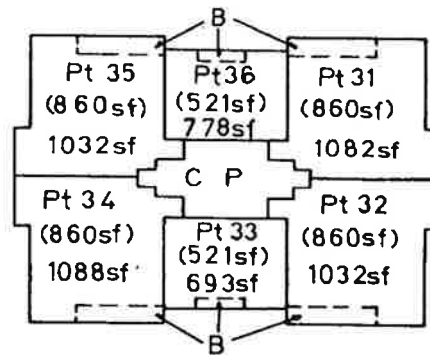


EIGHTH FLOOR

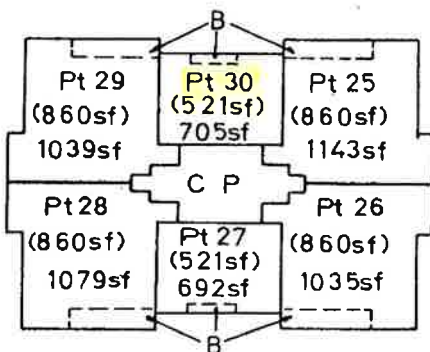
MIM



SEVENTH FLOOR



SIXTH FLOOR



FIFTH FLOOR

[Signature]
Council-Clerk.

Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAW**
New South Wales
Strata Schemes Management Act
Real Property Act 1900



AM461749L

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 98B 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/SP 6225	
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN
	Reference: GK - Lisa Branson	CODE CH

- (C) The Owners-Strata Plan No. 6225 certify that pursuant to a resolution passed on 21/4/2016 and
 (D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
 (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special by-law no. 6
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 See annexure

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

(G) The seal of The Owners-Strata Plan No. 6225 was affixed on 30/5/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *Christopher Sean Moran*
Name: Christopher Sean Moran
Authority: Licensee-in-Charge

Signature:
Name:
Authority:



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WM

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.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(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.

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.

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.

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).

Special by-law no. 1 – Tiling of foyer

The council shall cause the carpet in the ground floor foyer to be removed and replaced by tiles to be selected by the Council.

Special by-law no. 2 – Removal of carpet in lots

1. Definitions:

i) The following terms are defined to mean:

"**Carpeting**" means all carpeting attached to the Owners floor surfaces in their lots at the time of making this by law, whether or not installed by the Owners.

"**Owners**" means each of the owners for the time being in strata scheme 6225.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

2. Duties of Owners

Notwithstanding by law 14 of Schedule One of the Strata Schemes Management Act 1996, the Owners must not:

- a) remove the Carpeting within their lots without the written approval of the owners corporation; and
- b) lay any other floor surface in their lot other than carpet or wall to wall rugs without the written approval of the owners corporation.

3. Right to remedy default

If the Owners fail to comply with any obligation under this by law, THEN the owners corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner/s.

Special by-law no. 3 – Exclusive use of common property adjoining an owners designated carspace

A. Definitions

"**Owners**" means the current and future owners of Lots 25, 28, 31, 34, 43, 46 AND 48

"**Works**" means the alterations and additions undertaken by the Owner to enclose their designated carspace using a roller door and chain wire siding and timber trim.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. Rights

Subject to the conditions in paragraph C of this by-law, the Owners will have:

- a) a special privilege in respect of the common property to erect and keep the Works to and on the common property; and

C. Conditions

Maintenance

The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

Before commencing the Works the Owner must submit to the owners corporation the following documents relating to the Works:

- a) plans and drawings;
- b) specifications;
- c) any other document reasonably required by the owners corporation.

Approvals

Before commencing the Works the Owner must obtain approval for the performance of the Works from:

- a) the relevant consent authority under the Environmental Planning and Assessment Act; and
- c) any other relevant statutory authority whose requirements apply to the Works.
- d) The Owners Corporation at General Meeting.

Insurance

Before commencing the Works the Owner must effect the following insurances in the joint names of the Owner and owners corporation:

- a) contractors all works insurance;
- b) insurance required under the Home Building Act 1989;
- c) workers compensation insurance; and
- d) public liability insurance in the amount of \$10,000,000.

Licensed Contractor

The Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors; and
- b) in accordance with the drawings and specifications (if any) approved by the local council.

Statutory Directions

In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

The Works shall remain the Owner's fixtures.

Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the Owner.

Performance of Works

In performing the Works, the Owner must:

- a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the owners corporation;
- b) protect all areas of the building from damage by the Works or by the transportation of construction materials, equipment & debris in the manner reasonably acceptable to the owners corporation;
- c) keep all areas of the building clean and tidy throughout the performance of the Works;
- d) only perform the Works at the times approved by the owners corporation;
- e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;

- f) remove all debris resulting from the Works immediately from the building; and
- g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

The Works must be undertaken at the cost of the Owner and The costs associated with the preparation and registration of this bylaw must also be met by the Owners being granted exclusive use rights.

Special by-law no. 4 – Removal of, and alterations to internal walls

A. Definitions

"Engineer" means W L Ryan, director of SRIV Engineering Pty Ltd.

"Owner" means the owner or owners for the time being of Lot 12.

"Walls" means the internal walls encompassing that pass through and within the cubic space of Lot 12 and otherwise within Lot 12.

"Works" means the alterations, deletions and additions made to the wall or walls within Lot 12 including:

- widening of the doorway between the kitchen and the living room; and
- the creation of a servery in the internal wall adjoining the kitchen and the living room.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. Rights

Subject to the conditions in Section C of this by-law, the Owner will have:

- a) a special privilege to erect and effect the Works, and to keep the Works; and
- b) the exclusive use of the area occupied by the Works.

C. Conditions

Maintenance

The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

Before commencing the Works the Owner must submit to the Owners Corporation the following documents relating to the Works:

- a) plans and drawings;
- b) specifications;
- c) any other document reasonably required by the Owners Corporation

Approvals

Before commencing the Works the Owner must obtain approval for the performance of the Works from:

- a) the relevant consent authority under the Environmental Planning and Assessment Act; and
- b) any other relevant statutory authority whose requirements apply to the Works

Insurance

Before commencing the Works the Owner must ensure that the following insurances have been effected:

- a) contractors all works insurance;
- b) insurance required under the Home Building Act 1989;
- c) workers compensation insurance; and
- d) public liability insurance in the amount of \$10,000,000.

Licensed Contractor

The Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors;
- b) in accordance with the drawings and specifications (if any) approved by the local council; and
- c) in accordance with the plan and structural certificate prepared by the Engineer and attached to this By-Law.

Statutory Directions

In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

The Works shall remain the Owner's fixtures.

Right to remedy Default

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the Owner.

Performance of Works

In performing the Works, the Owner must:

- a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
- b) protect all areas of the building from damage by the activities of employees, workers, contractors and other persons involved in the Works, or by the transportation of construction materials, equipment & debris in the manner reasonably acceptable to the Owners Corporation;
- c) keep all areas of the building clean and tidy throughout the performance of the Works;

d) only perform the Works between hours as permitted by the consent authority referred to in Clause C of this by-law, or otherwise between the hours of 9:00am and 4:30pm Monday to Friday and 9:30am to 2:30pm Saturday;

e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;

f) remove all debris resulting from the Works immediately from the building; and

g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

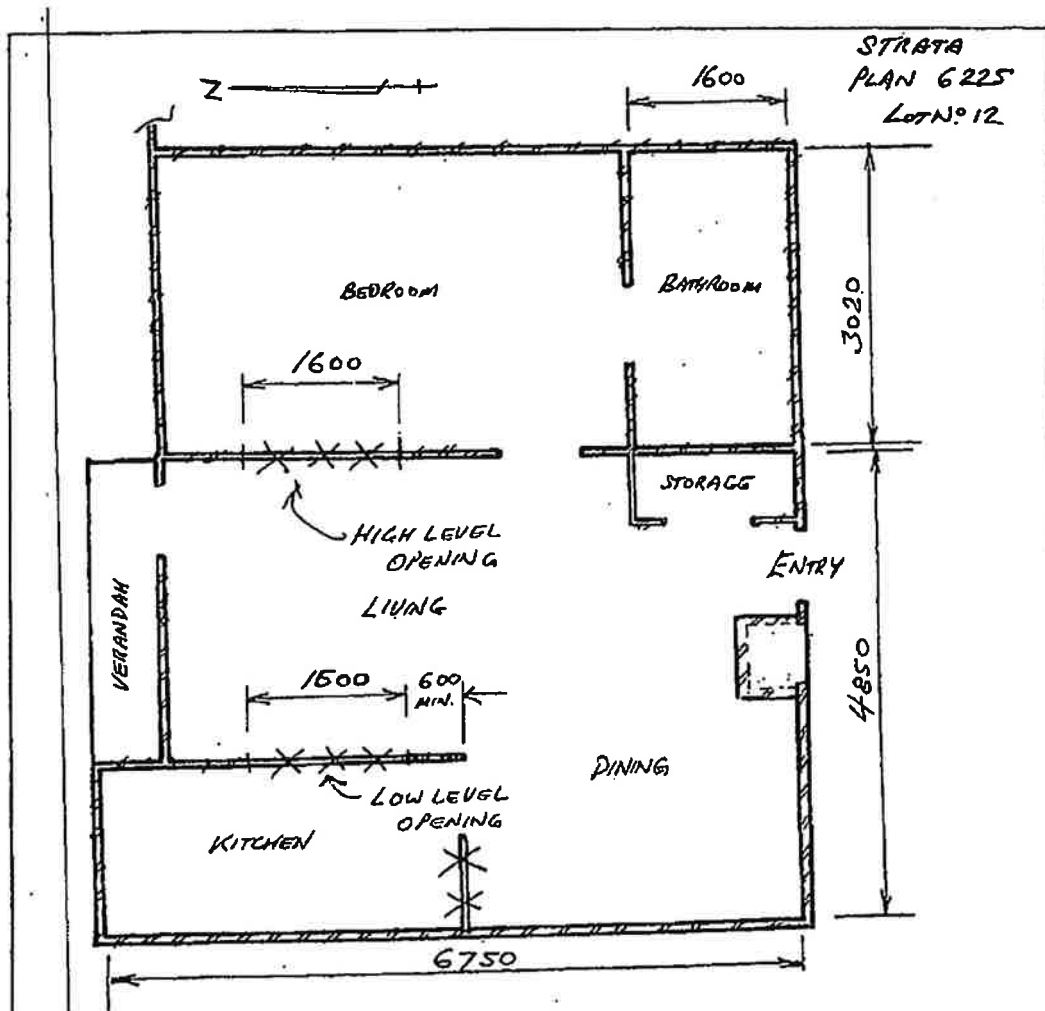
The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) of the Strata Schemes Management Act in respect of any property of the Owner.

Cost of Works

The Works must be undertaken at the cost of the Owner and

The reasonable costs associated with the preparation and registration of this by-law (including legal fees, engineering costs, government stamp duty and GST) must also be met by the Owner being granted exclusive use rights.

CM



PLAN
 1:50

LINTELS AT
 OPENINGS: 100 x 100 GALINTEL
 MIN. 150 SEATING

[Signature]
 W L Ryan MIEAust CPEng

WALL OPENINGS in UNIT 2F / 6 BLIGH PLACE, RANDWICK

SRIV ENGINEERING PTY LTD ABN 73 001 343 017
 Tel/Facs: (02) 9153 6872
 Mob. (0407) 235 535
 Email: bryan@tpgi.com.au

14 WESTON AVE
 BEVERLY HILLS
 NSW 2209

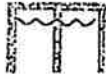
STRUCTURAL, WATER and CIVIL ENGINEERING

DATE: 22-Jan-10	SCALE: 1:50	DWG NO. 20108 A
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4 *[Signature]*

CM

SRIV ENGINEERING PTY LTD



ABN 73 001 345 017

14 WESTON AVE
BEVERLY HILLS
NSW 2209

Tel/Facs: (02) 9153 6672

Mobile: (0407) 235 535

STRUCTURAL, WATER and CIVIL ENGINEERING

Project: Door Widening and Wall Openings at Unit 2F / 6 Bligh Place
Strata Plan 6225, Lot No.12
Randwick - Structural Requirements

Date: 22-Jan-10

STRUCTURAL CERTIFICATE

This is to certify that the walls of the above Unit have been inspected and that they are not structural and may be removed without causing damage nor structural instability to the building.

The door to the kitchen area may be widened to 1,750 mm without a lintel provided the opening is to the ceiling.

Openings may be constructed in the walls between the kitchen and living room and between living room and the bedroom using 100 mm x 100 mm Galintel lintels for opening widths of up to 1,600 mm.

W L Ryan MIEAust CPEng NPER 246027
Director SRIV Engineering Pty Ltd

Am

CONSENT TO EXCLUSIVE USE BY-LAW

Section 52(1) of the Strata Schemes Management Act, 1996

To:

The Secretary
The Owners - Strata Plan No. 6225
c/- GK Strata Management Pty Limited
Level 4, 55 Mountain Street
BROADWAY NSW 2007

AND

Land and Property Management Authority

I, Graeme Rudd, being the owner(s) of Lot No. 12 in Strata Plan No. 6225
HEREBY CONSENT to the making of the exclusive use by-law, special by-law 3 passed by
special resolution on 2 June 2010



Signature of Owner

19/5/10.
Date



Special by-law no. 5 – Service of documents on owner of a 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 no. 6 – Works lot 6

Part 1 - Definitions and Interpretation

1.1 In this by-law:

- (a) "**Act**" means the *Strata Schemes Management Act 1996*.
- (b) "**Application for a Complying Development Certificate**" means an application to the Council or an accredited certifier for a complying development certificate.
- (c) "**Council**" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.
- (d) "**Exclusive Use Area**" means the common property areas reasonably required to keep the Works.
- (e) "**Lot**" means lot 6 in Strata Plan No. 6225.
- (f) "**Owner**" means the owner of the Lot from time to time.
- (g) "**Owners Corporation**" means the Owners Corporation created by the registration of strata plan registration no. 6225.
- (h) "**Works**" means the Owner's works to the Lot and common property in accordance with the scope of works listed in the structural report prepared by Sydney Wide Engineers Consulting Structural and Civil Engineers dated 17 March 2016, a copy of which is attached to this by-law, including extending the balustrade in line with the balcony on either side, and in accordance with the scale drawing attached to this by-law.

1.2 In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other gender;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996 (NSW); and
- (d) references to legislation includes references to amending and replacing legislation.

Part 2 - Grant of Rights

2.1 Subject to the Owner's compliance with the conditions referred to in Part 3 of this by-law, the Owner is:

- (a) authorised by the Owners Corporation pursuant to section 65A of the Act to add to, alter and erect new structures on the common property to carry out the Works;
- (b) granted the special privilege to undertake the Works to the Lot and common property and to keep the Works in the Exclusive Use Area; and

Cm

(c) granted exclusive use of the Exclusive Use Area.

Part 3 - Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

- (a) obtain the written approval of the Owners Corporation for the Works;
- (b) obtain written approval for the performance of the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* from the Council and/or principal certifying authority; and
- (c) obtain written approval for the performance of the Works from any other relevant statutory authority whose requirements apply to the works
- (d) obtain a certificate or report from a duly qualified structural engineer certifying that the Works will not affect the structural integrity of the building or any part of it.
- (e) obtain a copy of certificate of insurance evidencing a contractors' all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any one claim noting the interests of the Owners Corporation on the policy as required;

Performance of the Works

3.2 In undertaking the Works, the Owner must:

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by Council;
- (b) use duly licensed employees, contractors or agents to conduct the Works;
- (c) ensure that the Works are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used;
- (d) comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors;
- (e) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- (f) ensure that the Works are installed in accordance with the manufacturer's instructions;
- (g) ensure that any holes created or penetrations made in the common property during the Works are adequately sealed; not allow the obstruction of reasonable use of the common property areas of the strata scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (h) carry out the Works so as to cause minimum noise, disturbance and inconvenience to other residents in the strata scheme during the times as set out by the Owners Corporation;
- (i) ensure that the Works do not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property;
- (j) clean any part of the common property affected by the Works on a daily basis and keep all of that common property clean, neat and tidy during the Works;
- (k) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;

(l) protect all affected common property areas of the building outside the Works from damage, dirt, dust and debris relating to the Works or the transportation of construction materials, equipment and debris and ensure that any such common property is protected by covers and mats when construction materials, equipment and debris are transported over it;

(m) ensure that no building materials are stored on common property;

(n) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must rectify that interference or damage within a reasonable period of time and at its own cost;

(o) not vary the Works without first obtaining the consent in writing from the Owners Corporation;

(p) ensure that the Works are only carried out between the hours permitted in the development consent issued for the Works;

(q) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(r) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works; and

(s) perform the Works within a period of 4 months from their commencement or such other period as reasonably approved by the Owners Corporation.

3.3 After the Works have been completed, the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

(c) if required, provide the Owners Corporation with a copy of any certificate or certification required by Council to certify the Works; and

(d) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

Enduring Rights and Obligations

3.4 The Owner:

(a) must not remove the Works without the prior written approval of the Owners Corporation;

(b) if the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's cost restore and re-instate the common property to its original condition ("the make-good works");

(c) in carrying out the make-good works, must ensure compliance with all requisite approvals (including the terms of any approval given by the Owners Corporation or any approval given by Council, the Building Code of Australia and all pertinent Australian Standards) and must use appropriately qualified and licensed contractors;

(d) is responsible for the cost of the Works and any future replacement, renewal, repair, maintenance and removal of the items installed as part of the Works;

(e) must at the Owner's own cost renew or replace the Works (or any part of them) when reasonably required by the Owners Corporation from time to time;

(f) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(g) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

(h) must promptly repair any damage to the common property caused by their agents or contractors in the course of undertaking the Works and will bear all costs associated with same;

(i) must at the Owner's own cost repair any damage to the property of the owner or occupier of another lot occurring in the course of undertaking the Works;

(j) to the extent permitted by law, the Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works by the Owner, the renewal, repair or replacement of the Works or the keeping of the Works by the Owner; and

(k) to the extent permitted by law, must keep the Owners Corporation indemnified against any sum payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the Owner's Works or the renewal, repair, replacement or removal of the Owner's Works or the keeping of the Works.

3.5 Notwithstanding any other condition of this by-law, if the Owners Corporation's employees, contractors or agents carry out the Works on behalf of the Owner then:

(a) the Owners Corporation must promptly repair any damage to the common property caused by their employees, contractors or agents in the course of undertaking the Works and will bear all costs associated with same;

(b) the Owners Corporation must at the Owners Corporation's own cost repair any damage to the property of the Owner including the owner or occupier of another lot occurring in the course of undertaking the Works by the Owners Corporation's employees, contractors or agents; and

(c) to the extent permitted by law, the Owners Corporation indemnifies the Owner against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works by the Owners Corporation's employees, contractors or agents.

3.6 The Owners Corporation:

(a) consents to and authorises its common seal to be affixed to the development application for the Works or the Application for a Complying Development Certificate if required;

(b) delegates authority to its strata managing agent to affix its common seal to the development application for the Works or the Application for a Complying Development Certificate if required;

(c) agrees and acknowledges that, if the Council and/or principal certifying authority grant development consent to carry out the Works the subject of the development application, it will affix its common seal to a construction certificate application to enable the Works to be performed; and

(d) delegates authority to its strata managing agent to affix its common seal to the construction certificate application to enable the Works to be performed.

Part 4 - Breach of a term of the by-law

4.1 If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.

am

4.2 If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Act, to enter upon the Lot, have the necessary work performed and recover the cost of such from the Owner, or any subsequent owner of the Lot.

4.3 Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.

4.4 The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

The seal of The Owners - Strata Plan No. 6225 was affixed on 30 May 2017 in the presence of the following person(s) authorised by Section 273 of the Strata Management Act 2015 to attest the affixing of the seal



Signature: *Christopher Sean Moran*

Name: Christopher Sean Moran

Authority: Licensee-in-Charge

Signature:

Name:

Authority:

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. 6225
was affixed on 30 May 2017
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal



Signature: 

Name: Christopher Sean Moran

Authority: Licensee-in-Charge

Signature:

Name:

Authority:

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AP280927V

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/SP 6225	
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN
	Reference: GK - Lisa Branson	CODE CH

- (C) The Owners-Strata Plan No. 6225 certify that a special resolution was passed on 30/04/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 8
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 6225 was affixed on 22/05/2019 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: *Zoe Karageorge*
Name: ZOE KARAGEORGE
Authority: Licensee-in-charge - GK Strata Management P/L
Strata Managing Agent
Signature:
Name:
Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

ANNEXURE A

STRATA PLAN 6225

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z-k

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.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(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.

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.

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.

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).

Special by-law no. 1 – Tiling of foyer

The council shall cause the carpet in the ground floor foyer to be removed and replaced by tiles to be selected by the Council.

Special by-law no. 2 – Removal of carpet in lots

1. Definitions:

i) The following terms are defined to mean:

"**Carpeting**" means all carpeting attached to the Owners floor surfaces in their lots at the time of making this by law, whether or not installed by the Owners.

"**Owners**" means each of the owners for the time being in strata scheme 6225.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

2. Duties of Owners

Notwithstanding by law 14 of Schedule One of the Strata Schemes Management Act 1996, the Owners must not:

- a) remove the Carpeting within their lots without the written approval of the owners corporation; and
- b) lay any other floor surface in their lot other than carpet or wall to wall rugs without the written approval of the owners corporation.

3. Right to remedy default

If the Owners fail to comply with any obligation under this by law, THEN the owners corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the defaulting Owner/s.

Special by-law no. 3 – Exclusive use of common property adjoining an owners designated carspace

A. Definitions

"**Owners**" means the current and future owners of Lots 25, 28, 31, 34, 43, 46 AND 48

"**Works**" means the alterations and additions undertaken by the Owner to enclose their designated carspace using a roller door and chain wire siding and timber trim.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. Rights

Subject to the conditions in paragraph C of this by-law, the Owners will have:

- a) a special privilege in respect of the common property to erect and keep the Works to and on the common property; and

C. Conditions

Maintenance

The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

Before commencing the Works the Owner must submit to the owners corporation the following documents relating to the Works:

- a) plans and drawings;
- b) specifications;
- c) any other document reasonably required by the owners corporation.

Approvals

Before commencing the Works the Owner must obtain approval for the performance of the Works from:

- a) the relevant consent authority under the Environmental Planning and Assessment Act; and
- c) any other relevant statutory authority whose requirements apply to the Works.
- d) The Owners Corporation at General Meeting.

Insurance

Before commencing the Works the Owner must effect the following insurances in the joint names of the Owner and owners corporation:

- a) contractors all works insurance;
- b) insurance required under the Home Building Act 1989;
- c) workers compensation insurance; and
- d) public liability insurance in the amount of \$10,000,000.

Licensed Contractor

The Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors; and
- b) in accordance with the drawings and specifications (if any) approved by the local council.

Statutory Directions

In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

The Works shall remain the Owner's fixtures.

Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the Owner.

Performance of Works

In performing the Works, the Owner must:

- a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the owners corporation;
- b) protect all areas of the building from damage by the Works or by the transportation of construction materials, equipment & debris in the manner reasonably acceptable to the owners corporation;
- c) keep all areas of the building clean and tidy throughout the performance of the Works;
- d) only perform the Works at the times approved by the owners corporation;
- e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;

f) remove all debris resulting from the Works immediately from the building; and

g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

The Works must be undertaken at the cost of the Owner and The costs associated with the preparation and registration of this bylaw must also be met by the Owners being granted exclusive use rights.

Special by-law no. 4 – Removal of, and alterations to internal walls

A. Definitions

"Engineer" means W L Ryan, director of SRIV Engineering Pty Ltd.

"Owner" means the owner or owners for the time being of Lot 12.

"Walls" means the internal walls encompassing that pass through and within the cubic space of Lot 12 and otherwise within Lot 12.

"Works" means the alterations, deletions and additions made to the wall or walls within Lot 12 including:

- widening of the doorway between the kitchen and the living room; and
- the creation of a servery in the internal wall adjoining the kitchen and the living room.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. Rights

Subject to the conditions in Section C of this by-law, the Owner will have:

- a) a special privilege to erect and effect the Works, and to keep the Works; and
- b) the exclusive use of the area occupied by the Works.

C. Conditions

Maintenance

The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

Before commencing the Works the Owner must submit to the Owners Corporation the following documents relating to the Works:

- a) plans and drawings;
- b) specifications;
- c) any other document reasonably required by the Owners Corporation

Approvals

Before commencing the Works the Owner must obtain approval for the performance of the Works from:

- a) the relevant consent authority under the Environmental Planning and Assessment Act; and
- b) any other relevant statutory authority whose requirements apply to the Works

Insurance

Before commencing the Works the Owner must ensure that the following insurances have been effected:

- a) contractors all works insurance;
- b) insurance required under the Home Building Act 1989;
- c) workers compensation insurance; and
- d) public liability insurance in the amount of \$10,000,000.

Licensed Contractor

The Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors;
- b) in accordance with the drawings and specifications (if any) approved by the local council; and
- c) in accordance with the plan and structural certificate prepared by the Engineer and attached to this By-Law.

Statutory Directions

In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

The Works shall remain the Owner's fixtures.

Right to remedy Default

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the costs of carrying out that work from the Owner.

Performance of Works

In performing the Works, the Owner must:

- a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
- b) protect all areas of the building from damage by the activities of employees, workers, contractors and other persons involved in the Works, or by the transportation of construction materials, equipment & debris in the manner reasonably acceptable to the Owners Corporation;
- c) keep all areas of the building clean and tidy throughout the performance of the Works;

d) only perform the Works between hours as permitted by the consent authority referred to in Clause C of this by-law, or otherwise between the hours of 9:00am and 4:30pm Monday to Friday and 9:30am to 2:30pm Saturday;

e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;

f) remove all debris resulting from the Works immediately from the building; and

g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

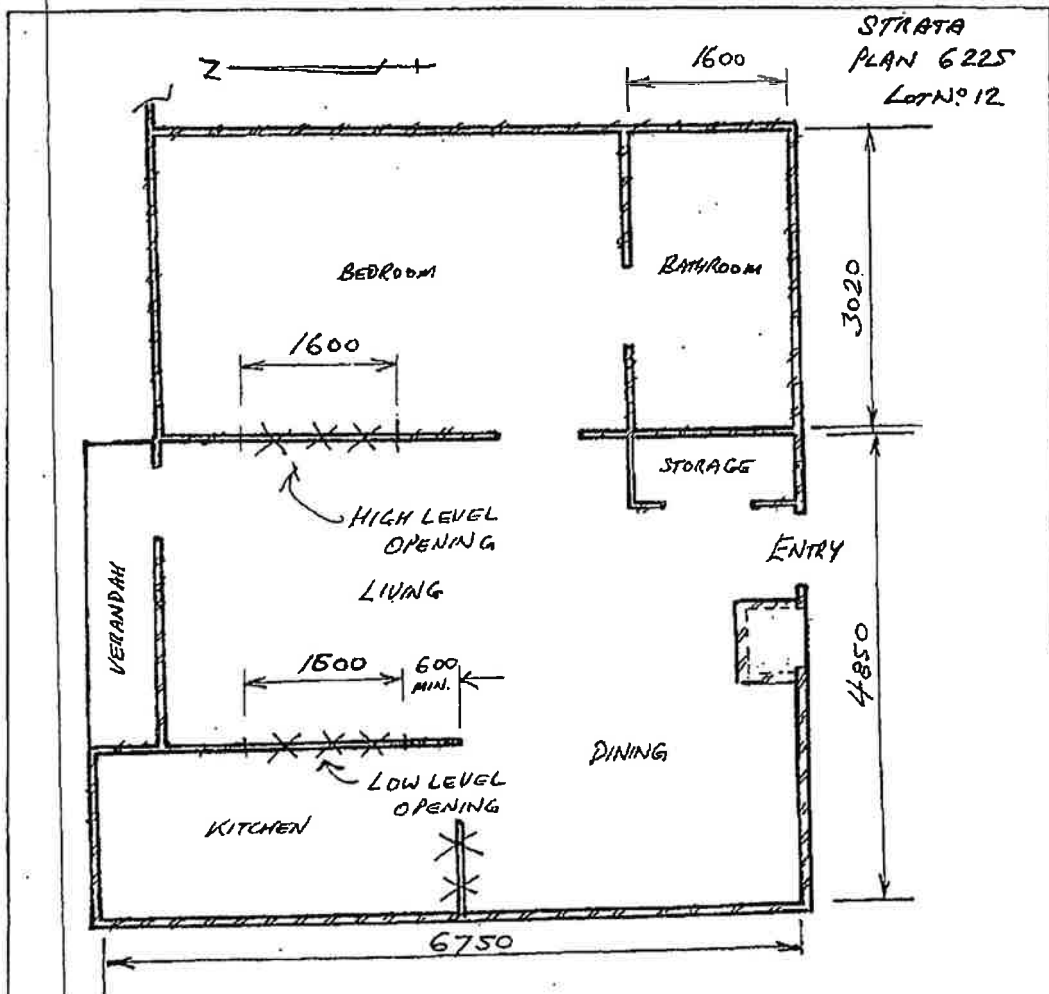
Indemnity

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) of the Strata Schemes Management Act in respect of any property of the Owner.

Cost of Works


The Works must be undertaken at the cost of the Owner and

The reasonable costs associated with the preparation and registration of this by-law (including legal fees, engineering costs, government stamp duty and GST) must also be met by the Owner being granted exclusive use rights.



PLAN
1:50
LINTELS AT
OPENINGS: 100 x 100 GALINTEL
MIN. 150 SEATING

[Signature]
W L Ryan MIEAust CPEng

WALL OPENINGS in UNIT 2F / 6 BLIGH PLACE, RANDWICK		
SRIV ENGINEERING PTY LTD	ABN 73 001 343 017	14 WESTON AVE BEVERLY HILLS NSW 2209
	Tel/Facs: (02) 9153 6672 Mob. (0407) 235 535 Email: bryan@tpgl.com.au	STRUCTURAL, WATER and CIVIL ENGINEERING
DATE: 22-Jan-10	SCALE: 1:50	DRG NO. 20108 A

4 *[Signature]*

SRIV ENGINEERING PTY LTD

ABN 73 001 345 017



14 WESTON AVE
BEVERLY HILLS
NSW 2209

Tel/Facs: (02) 9153 6672

Mobile: (0407) 235 535

STRUCTURAL, WATER and CIVIL ENGINEERING

Project: Door Widening and Wall Openings at Unit 2F / 6 Bligh Place
Strata Plan 6225, Lot No.12
Randwick - Structural Requirements

Date: 22-Jan-10

STRUCTURAL CERTIFICATE

This is to certify that the walls of the above Unit have been inspected and that they are not structural and may be removed without causing damage nor structural instability to the building.

The door to the kitchen area may be widened to 1,750 mm without a lintel provided the opening is to the ceiling.

Openings may be constructed in the walls between the kitchen and living room and between living room and the bedroom using 100 mm x 100 mm Galintel lintels for opening widths of up to 1,600 mm.



W L Ryan MIEAust CPEng NPER 246027
Director SRIV Engineering Pty Ltd

CONSENT TO EXCLUSIVE USE BY-LAW

Section 52(1) of the Strata Schemes Management Act, 1996

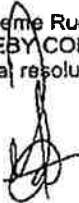
To:

The Secretary
The Owners - Strata Plan No. 6225
c/- GK Strata Management Pty Limited
Level 4, 55 Mountain Street
BROADWAY NSW 2007

AND

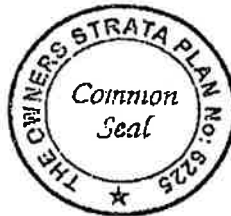
Land and Property Management Authority

I, Graeme Rudd, being the owner(s) of Lot No. 12 in Strata Plan No. 6225
HEREBY CONSENT to the making of the exclusive use by-law, special by-law 3 passed by
special resolution on 2 June 2010



Signature of Owner

19/5/10.
Date



Special by-law no. 5 – Service of documents on owner of a 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 no. 6 – Works lot 6

Part 1 - Definitions and Interpretation

1.1 In this by-law:

- (a) "**Act**" means the *Strata Schemes Management Act 1996*.
- (b) "**Application for a Complying Development Certificate**" means an application to the Council or an accredited certifier for a complying development certificate.
- (c) "**Council**" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.
- (d) "**Exclusive Use Area**" means the common property areas reasonably required to keep the Works.
- (e) "**Lot**" means lot 6 in Strata Plan No. 6225.
- (f) "**Owner**" means the owner of the Lot from time to time.
- (g) "**Owners Corporation**" means the Owners Corporation created by the registration of strata plan registration no. 6225.
- (h) "**Works**" means the Owner's works to the Lot and common property in accordance with the scope of works listed in the structural report prepared by Sydney Wide Engineers Consulting Structural and Civil Engineers dated 17 March 2016, a copy of which is attached to this by-law, including extending the balustrade in line with the balcony on either side, and in accordance with the scale drawing attached to this by-law.

1.2 In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other gender;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996 (NSW)*; and
- (d) references to legislation includes references to amending and replacing legislation.

Part 2 - Grant of Rights

2.1 Subject to the Owner's compliance with the conditions referred to in Part 3 of this by-law, the Owner is:

- (a) authorised by the Owners Corporation pursuant to section 65A of the Act to add to, alter and erect new structures on the common property to carry out the Works;
- (b) granted the special privilege to undertake the Works to the Lot and common property and to keep the Works in the Exclusive Use Area; and

(c) granted exclusive use of the Exclusive Use Area.

Part 3 - Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

- (a) obtain the written approval of the Owners Corporation for the Works;
- (b) obtain written approval for the performance of the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* from the Council and/or principal certifying authority; and
- (c) obtain written approval for the performance of the Works from any other relevant statutory authority whose requirements apply to the works
- (d) obtain a certificate or report from a duly qualified structural engineer certifying that the Works will not affect the structural integrity of the building or any part of it.
- (e) obtain a copy of certificate of insurance evidencing a contractors' all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any one claim noting the interests of the Owners Corporation on the policy as required;

Performance of the Works

3.2 In undertaking the Works, the Owner must:

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by Council;
- (b) use duly licensed employees, contractors or agents to conduct the Works;
- (c) ensure that the Works are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used;
- (d) comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors;
- (e) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- (f) ensure that the Works are installed in accordance with the manufacturer's instructions;
- (g) ensure that any holes created or penetrations made in the common property during the Works are adequately sealed; not allow the obstruction of reasonable use of the common property areas of the strata scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (h) carry out the Works so as to cause minimum noise, disturbance and inconvenience to other residents in the strata scheme during the times as set out by the Owners Corporation;
- (i) ensure that the Works do not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property;
- (j) clean any part of the common property affected by the Works on a daily basis and keep all of that common property clean, neat and tidy during the Works;
- (k) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;

(l) protect all affected common property areas of the building outside the Works from damage, dirt, dust and debris relating to the Works or the transportation of construction materials, equipment and debris and ensure that any such common property is protected by covers and mats when construction materials, equipment and debris are transported over it;

(m) ensure that no building materials are stored on common property;

(n) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must rectify that interference or damage within a reasonable period of time and at its own cost;

(o) not vary the Works without first obtaining the consent in writing from the Owners Corporation;

(p) ensure that the Works are only carried out between the hours permitted in the development consent issued for the Works;

(q) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(r) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works; and

(s) perform the Works within a period of 4 months from their commencement or such other period as reasonably approved by the Owners Corporation.

3.3 After the Works have been completed, the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

(c) if required, provide the Owners Corporation with a copy of any certificate or certification required by Council to certify the Works; and

(d) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

Enduring Rights and Obligations

3.4 The Owner:

(a) must not remove the Works without the prior written approval of the Owners Corporation;

(b) if the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's cost restore and re-instate the common property to its original condition ("the make-good works");

(c) in carrying out the make-good works, must ensure compliance with all requisite approvals (including the terms of any approval given by the Owners Corporation or any approval given by Council, the Building Code of Australia and all pertinent Australian Standards) and must use appropriately qualified and licensed contractors;

(d) is responsible for the cost of the Works and any future replacement, renewal, repair, maintenance and removal of the items installed as part of the Works;

(e) must at the Owner's own cost renew or replace the Works (or any part of them) when reasonably required by the Owners Corporation from time to time;

(f) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(g) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

(h) must promptly repair any damage to the common property caused by their agents or contractors in the course of undertaking the Works and will bear all costs associated with same;

(i) must at the Owner's own cost repair any damage to the property of the owner or occupier of another lot occurring in the course of undertaking the Works;

(j) to the extent permitted by law, the Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works by the Owner, the renewal, repair or replacement of the Works or the keeping of the Works by the Owner; and

(k) to the extent permitted by law, must keep the Owners Corporation indemnified against any sum payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the Owner's Works or the renewal, repair, replacement or removal of the Owner's Works or the keeping of the Works.

3.5 Notwithstanding any other condition of this by-law, if the Owners Corporation's employees, contractors or agents carry out the Works on behalf of the Owner then:

(a) the Owners Corporation must promptly repair any damage to the common property caused by their employees, contractors or agents in the course of undertaking the Works and will bear all costs associated with same;

(b) the Owners Corporation must at the Owners Corporation's own cost repair any damage to the property of the Owner including the owner or occupier of another lot occurring in the course of undertaking the Works by the Owners Corporation's employees, contractors or agents; and

(c) to the extent permitted by law, the Owners Corporation indemnifies the Owner against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works by the Owners Corporation's employees, contractors or agents.

3.6 The Owners Corporation:

(a) consents to and authorises its common seal to be affixed to the development application for the Works or the Application for a Complying Development Certificate if required;

(b) delegates authority to its strata managing agent to affix its common seal to the development application for the Works or the Application for a Complying Development Certificate if required;

(c) agrees and acknowledges that, if the Council and/or principal certifying authority grant development consent to carry out the Works the subject of the development application, it will affix its common seal to a construction certificate application to enable the Works to be performed; and

(d) delegates authority to its strata managing agent to affix its common seal to the construction certificate application to enable the Works to be performed.

Part 4 - Breach of a term of the by-law

4.1 If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.

4.2 If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Act, to enter upon the Lot, have the necessary work performed and recover the cost of such from the Owner, or any subsequent owner of the Lot.

4.3 Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.

4.4 The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special by-law no. 7 – Minor renovations by owners – delegation of functions

Within the meaning of section 110(6) (b) of the *Strata Schemes Management Act 2015* the Owners Corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

Special by-law no. 8 – Lot 5 - improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.

2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.

3. "**Owner**" means the owner or owners of Lot 5 from time to time in Strata Plan 6225.

4. "**Improvements**" means the alterations and additions undertaken in Lot 5 by the Owner (at the Owner's cost and to remain the Owner's fixtures that affect the common property) as described in the Plans provided to the Owners Corporation and as detailed below:

(a) **The renovation of the existing Kitchen/laundry**, including:

- i. the removal of all existing fixtures and fittings with the exception of the oven, which is to be relocated into a below-bench position;
- ii. the installation of new fixtures and fittings including laminate cabinetry, stone benchtop, Westinghouse cook top and recirculating range hood and kitchen sink with mixer tap.
- iii. The installation of new tiles measuring 600mm x 300mm and to be coloured white to the kitchen splashback area;
- iv. the removal of the existing wall tiles, floor tiles and linoleum flooring, and the installation of new linoleum flooring;
- v. the removal of the existing laundry tub and the installation of a new laundry tub;
- vi. the installation of new tiled splashback over the laundry tub;
- vii. the installation of new laminate shelving to the walls of the laundry;
- viii. the associated electrical and plumbing works.

(b) **The renovation of the hot water tank cupboard area** (located near the front door of the property), including:

- i. removal of the existing hot water tank and the installation of a new 80L hot water tank; and

- ii. the installation of new adjustable shelving in the hot water tank storage area; and
- iii. the associated electrical and plumbing works.

(c) The Renovation of the bathroom, including:

- i. the removal of all existing fittings and in the installation of new fixtures and fittings including polyurethane vanity, toilet, bathtub and frameless shower screen;
- ii. the removal and replacement of all wall and floor tiles and the installation of new 600mm x 300mm wall tiles and 300mm x 300mm wall tiles;
- iii. the removal and replacement of the cornices;
- iv. the installation of one (1) Warmtetch underfloor heating kit with standard thermostat;
- v. the associated rendering works; and
- vi. the associated electrical and plumbing works.

(d) The waterproofing of all 'wet areas' in the kitchen/laundry and bathroom.

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owners.
6. The Owner must not carry out the Improvements except in accordance with this by-law.
7. Words defined in the *Strata Schemes Management Act 2015* have the meaning given to them in that Act.
8. In this by-law a word which denotes references to legislation includes references to amending and replacing legislation.
9. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

10. The Owner must notify the Strata Committee at least 14 days before undertaking the Improvements and be provided with the written approval from any relevant statutory authority whose requirements apply to undertaking the works.
11. The Owners must submit to the Strata Committee any documents reasonably required by the Strata Committee relating to undertaking the Improvements prior to obtaining written approval from the Strata Committee.
12. The Owner must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
13. The Owner must ensure that all works undertaken are professionally managed and comply with the standards as set out in the Building Code of Australia (BCA) and any relevant AS/NZS standards current at the time the works are undertaken.

Carrying out the Improvements

14. In carrying out the Improvements, the Owner must:

- (a) protect all areas of the building outside their lot from damage;
- (b) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
- (c) only make the Improvements during the hours of 7:30am – 5:00pm Monday – Friday, and 8:30am – 1:00pm on Saturdays;
- (d) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements and remove all debris resulting from making the Improvements immediately from the building;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

15. The Owner must ensure that the Improvements shall be done in a proper and workmanlike manner and by duly licensed insured contractors and in accordance with the specifications approved by the Owners Corporation under this by-law.

After completing the Improvements

16. The Owner must notify the Strata Committee that the works have been completed.

17. If required, the Owner must deliver to the Strata Committee:

- (a) a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards; and
- (b) any other document reasonably required by the Strata Committee in relation to the Improvements undertaken by the Owner.

Repair and Maintenance

18. The Owner must, at the Owner's cost:

- (a) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
- (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

Liability and Indemnity

19. The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements.

20. To the extent that section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Costs

21. The Owners must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

CONSENT TO SPECIAL PRIVILEGE BY LAW

TO: The Secretary
The Owners Strata Plan No. 6225

AND: The Registrar General
Land & Property Information
Queens Square
SYDNEY NSW 2000

I, CAROLINA FLORENTI, being the owner of Lot No 5 in Strata Plan No. 6225 pursuant to Section 143 (1) of the Strata Schemes Management Act 2015, HEREBY CONSENT to the making of the proposed by law concerning exclusive use and enjoyment and / or special privileges as set out in Model 2 of the Notice of a general meeting to be convened on 30 April 2019 or at any adjournment of that meeting.

Signed: *Carolina Florenti*

Signatures of Owner/s shown on the Strata Roll

Lot: 5

Date: 4/5/2019

The seal of The Owners – Strata Plan No. 6225
was affixed on 22 May 2019
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal.

Signature: *Z Karageorge*

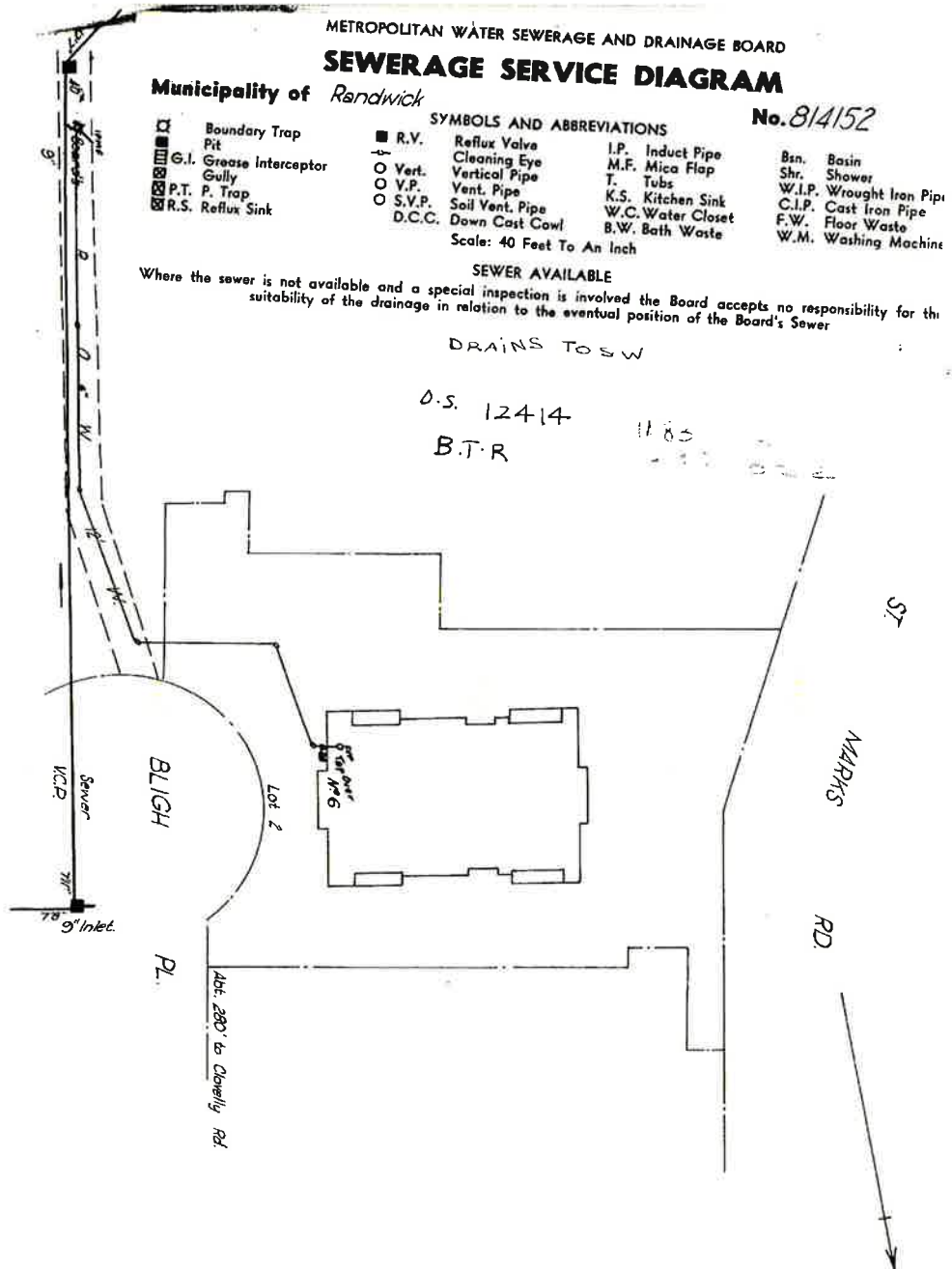
Name: Zoe Karageorge

Authority: Licensee-in-Charge
GK Strata Management P/L
Strata Managing Agent



Sewer Service Diagram

Application Number: 8004736772

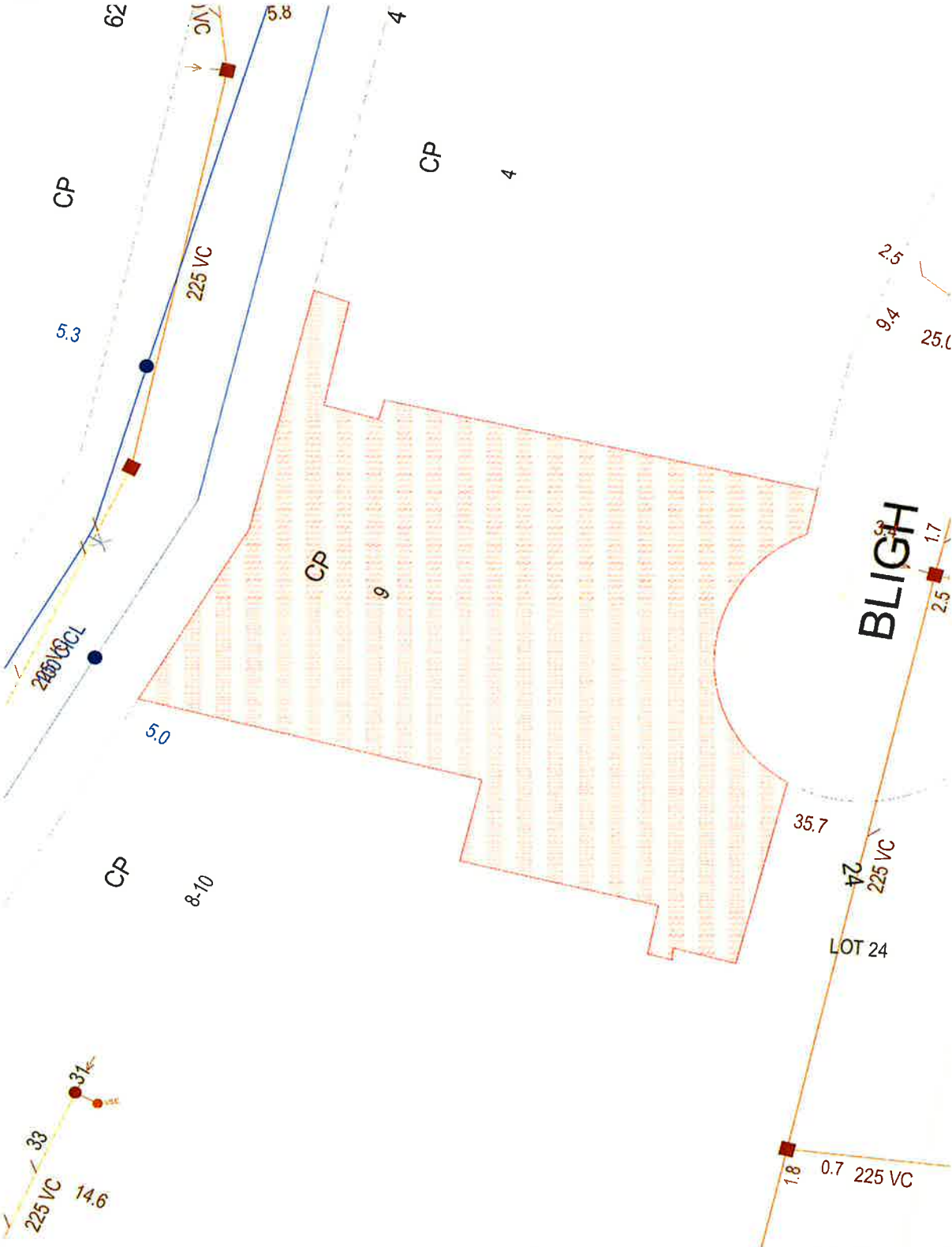


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Disclaimer

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: 8004736756



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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

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PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

InfoTrack Pty Ltd
DX 578
SYDNEY NSW

Description of land: Lot 30 SP 6225

Address: 5F/6 Bligh Place, RANDWICK NSW 2031

Date of Certificate: 20 October 2025

Certificate No: 75345

Receipt No: 5766970

Amount: \$71.00

Reference: 41116:100047

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 DCPs

(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)

- [State Environmental Planning Policy \(Biodiversity and Conservation\) 2021](#)
- [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#)
- [State Environmental Planning Policy \(Housing\) 2021](#)
- [State Environmental Planning Policy \(Industry and Employment\) 2021](#)
- [State Environmental Planning Policy \(Planning Systems\) 2021](#)
- [State Environmental Planning Policy \(Resilience and Hazards\) 2021](#)
- [State Environmental Planning Policy \(Resources and Energy\) 2021](#)
- [State Environmental Planning Policy \(Sustainable Buildings\) 2022](#)
- [State Environmental Planning Policy \(Transport and Infrastructure\) 2021](#)

Note: Any questions regarding State Environmental Planning Policies and Regional Environmental Plans should also be directed to the Department of Planning, Housing and Infrastructure on 1300 305 695 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).
- **Randwick LEP 2012 (Amendment No 9) – Gazetted 18 August 2023**
Amends and applies key changes including revisions to Minimum Lot Size for Subdivision, new and expanded Heritage Conservation Areas (HCAs) and Heritage Items, new medium density housing areas, numerous Zone alignments along with LEP changes comprising Open Space and Recreation Environmental Resilience and Housekeeping changes:
 - New planning controls (zoning, height of building and FSR) in five identified Housing Investigation Areas (HIAs) 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
 - New Heritage Items, a new HCA, a new archaeological site, and a boundary adjustment to an HCA
 - Controls to promote environmental resilience
 - Strengthening of open space requirements and creation of new open space zones
 - Changes to zone objectives and new exempt development provisions to support a diverse, safe and inclusive night time economy
 - New planning controls including changes to zoning and density of 5 neighbourhood clusters zoned residential to protect existing shops and businesses
 - A new E1 employment zone inside the Kingsford South HIA
 - 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.
- **Randwick LEP 2012 (Amendment No 10) – Gazetted 28 April 2023**



Applies to 11A Marcel Avenue Coogee (Lot 51 DP 318884) which has been listed as a Local Heritage Item in Schedule 5 of the Randwick LEP 2012. Further, the boundary of the adjacent Moira Crescent Heritage Conservation Area is extended to incorporate the property at 11A Marcel Avenue Coogee.

- **Randwick LEP 2012 (Amendment No 11) – Gazetted 08 December 2023**
Applies to the following land in Coogee, 1 Berwick Street (Lot A, DP 313214) and 3 Berwick Street (Lot B, DP 313214) which have now been listed as Local Heritage Items in Schedule 5 of the Randwick LEP 2012.

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
- **Randwick DCP Stage 1 update adopted by Council on the 27 June 2023 and came into effect on 1st September 2023**
Replaces DCP 2013 Parts B2 Heritage, C1 Low Density Residential and E2 Randwick Education and Health Specialised Centre with updated Parts and introduces new Part E7 Housing Investigation Areas

(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.*

- **None**

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

1. Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.



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

2. Permitted without consent

Home occupations; Recreation areas

3. Permitted with consent

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

4. Prohibited

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

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

The land IS NOT subject to any additional permitted uses.

(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 Biodiversity Conservation Act 2016.

(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 Development Contributions Plan (effective 31 July 2024).

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.

Industrial and Business Alterations Code

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

Industrial and Business Buildings 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, Housing and Infrastructure on Free call 1300 305 695 or www.planning.nsw.gov.au.

Note: To be complying development, the development must meet the General requirements set out in clause 1.18 of the State Environment Planning Policy (Exempt and Complying Development Codes) 2008. 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.

Note: Under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, demolition of a heritage item, draft heritage item, in a heritage conservation area, or a draft conservation area is not permitted.

Note: In heritage conservation areas and draft heritage conservation areas, some exempt development types may be restricted to the rear yard only.

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, Housing and Infrastructure'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, Housing and Infrastructure 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, Housing and Infrastructure'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).

No.

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.

23 Water or sewerage services

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

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

Not applicable.

24 Special entertainment precincts



Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

Not applicable.



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.

Stella Agagiotis
Manager Strategic Planning
1300 722 542

Date: 20-Oct-2025



NOTE:

Section 10.7(5) Matters:

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

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



Revenue

Enquiry ID 4430688
Agent ID 81429403
Issue Date 20 Oct 2025
Correspondence ID 1818417311
Your reference Needs Chan & Monahan

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
S6225/30	Unit 5F, 6 BLIGH PL RANDWICK 2031	\$262 387	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

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,

Phil Minns

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.