

# Contract for the sale of land – 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent      **Beydoun Real Estate Pty Ltd ACN 105 109 662**      **Phone: 02 9599 1466**  
                                  **Shop 2/558-560 Princes Highway, Rockdale, NSW**      **Fax: 02 9599 1488**  
                                  **2216**      **Ref: Mohammed Beydoun**

Co-agent

Vendor      **Joumana Tanana**  
                                  **66 Rawson Avenue, Bexley, NSW 2207**

Vendor's Solicitor      **OneGroup Legal Pty Limited**      **Phone: 02 8566 2000**  
                                  **Level 1, 22-24 Regent Street, KOGARAH NSW 2217**      **Fax: 02 8566 2001**  
                                  **DX 11111 KOGARAH**      **Ref: MA:EH:7045**

Completion date      **42nd day after the contract date (clause 15)**

Land      **66 Rawson Avenue, Bexley 2207**  
 (Address, plan details      **Registered Plan: Lot 68 Plan DP4227**  
 and title reference)      **Folio Identifier 68/4227**

Improvements      ☒ VACANT POSSESSION      ☐ subject to existing tenancies  
                                  ☒ HOUSE      ☐ garage      ☐ carport      ☐ home unit      ☐ carspace      ☐ 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      ☐ blinds      ☐ curtains      ☐ insect screens      ☐ stove  
                                  ☐ built-in wardrobes      ☐ dishwasher      ☐ light fittings      ☐ pool equipment  
                                  ☐ clothes line      ☐ fixed floor coverings      ☐ range hood      ☐ TV antenna  
                                  ☐ other:

Exclusions

Purchaser

Purchaser's solicitor

Price      \$ \_\_\_\_\_  
 Deposit      \$ \_\_\_\_\_ (10% of the price, unless otherwise stated)  
 Balance      \$ \_\_\_\_\_  
 Contract date      \_\_\_\_\_ (if not stated, the date this contract was made)

Vendor

Witness

**GST AMOUNT (optional)**  
 The price includes  
 GST of:

Purchaser

☐ JOINT TENANTS      ☐ tenants in common      ☐ in unequal shares

Witness

**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)

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input checked="" type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

#### WARNINGS

- 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
 

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

#### 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 or mediation (for example mediation under the Law Society Mediation Guidelines).

#### AUCTIONS

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

**SECTION 66W CERTIFICATE**

I, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, certify as follows:-

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at **66 Rawson Avenue, Bexley**, from **Joumana Tanana** to \_\_\_\_\_ in order that there is no cooling off period in relation to that Contract.
3. I do not act for **Joumana Tanana** and am not employed in the legal practice of a solicitor acting for **Joumana Tanana** nor am I a member or employee of a firm of which a Solicitor acting for **Joumana Tanana** is a member or employee.
4. I have explained to :
  1. the effect of the Contract for the purchase of that property;
  2. the nature of this Certificate;
  3. the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED:

.....

### **WARNING SWIMMING POOLS**

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

### **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.

### **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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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

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



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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> );
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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 drawn on its own funds by - <ul style="list-style-type: none"> <li>● a <i>bank</i>; or</li> <li>● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or</li> </ul> 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>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

## 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 only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
  - the vendor must lodge an application for refund of *vendor duty*; and
  - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

## 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
  - on completion the vendor must pay to the purchaser \$33.

## 5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

- 6.1 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

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -

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

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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.

## 8 Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

## 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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

## 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 and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
  - 14.4.2 by adjusting the amount that would have been payable if at the start of the year -
    - the person who owned the land owned no other land;
    - the land was not subject to a special trust or owned by a non-concessional company; and
    - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -
- 14.6.1 the amount is to be treated as if it were paid; and
  - 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Completion date

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

### • Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
  - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
  - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

## 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 mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
  - 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
  - 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 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* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
    - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
  - 'common property' includes association property for the scheme or any higher scheme;
  - 'contribution' includes an amount payable under a by-law;
  - '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;
  - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 'the *property*' includes any interest in common property for the scheme associated with the lot;
  - '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
  - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
  - 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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 not disclosed in this contract; or
    - 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; or
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
  - a disclosure statement required by the Act 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 Act.
- 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;
  - 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; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) -
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;  
 29.7.3 the completion date becomes the later of the completion date 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;  
     • 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 completion date becomes the later of the completion date 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. Amendments to printed contract

Clauses 1 to 29 are amended as follows:

- (1) **clause 1** - delete the definitions of "GST rate" and "within";
- (2) **clause 1** - replace the definition of "bank" with:  
  
"bank an Australian-owned bank, foreign subsidiary bank or an Australian branch of a foreign bank, but not a building society or credit union, as published by the Australian Prudential Regulation Authority as at Completion";
- (3) **clause 1** - delete the words "; or a building society, credit union or other FCA institution as defined in *Cheques Act 1986*;" in the definition of *settlement cheque*;
- (4) **clause 1** - add the words "from any competent authority or adjoining owner" at the end of the definition of *work order*;
- (5) **clause 2.4** - delete the words "cash (up to \$2,000) or";
- (6) **clause 2.9** - delete and replace with the following clause:  
  
"If the Vendor instructs the depositholder to do so, the depositholder must 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:  
  
2.9.1 if the Contract is completed, pay the interest 50% to the vendor and 50% to the purchaser, after deduction of all proper government taxes and financial institution charges and other charges; and  
  
2.9.2 if the Contract is terminated, pay all interest to the party entitled to the deposit, after deduction of all proper government taxes and financial institution charges and other charges.  
  
The vendor and purchaser acknowledge that:  
  
2.9.3 they are aware of the tax file number provisions contained in Part VA of the *Income Tax Assessment Act 1936* (Cth) (**Tax Act**); and  
  
2.9.4 where the deposit is invested but the depositholder has not received the tax file number of either party, tax will be deducted from the interest earned on the deposit calculated at the highest marginal tax rate or as otherwise specified under the Tax Act.



The purchaser acknowledges that the vendor is not liable to account to the purchaser for any non investment of the deposit by the depositholder.”;

- (7) **clauses 3, 4.2, 4.5 and 5** - delete;
- (8) **clause 6.1** - replace the words “(as to the property, the title or anything else and whether substantial or not)” with the words “(as to the property or the title to the land)”.
- (9) **clause 7.1** - after “rescind” insert the words “(and need not establish reasonable grounds for doing so)”;
- (10) **clause 7.1.1** - delete;
- (11) **clause 7.1.3** - substitute “7 days” in place of “14 days”;
- (12) **clause 7.2.1** - delete;
- (13) **clause 8.2** - delete the words “and those grounds”;
- (14) **clause 8.3** - substitute “7 days” in place of “14 days”;
- (15) **clause 10.1** - add the words “or delay Completion” after the words “make a claim or *requisition*”;
- (16) **clauses 10.1.8 and 10.1.9** - replace the word “substance” with the word “existence”;
- (17) **clause 10.1.9** - replace “.” with “; or” and add the following clause:
  - “10.1.10 any Claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.”;
- (18) **clause 10.2** - delete the words “*rescind or terminate*” and replace with the words “make any *requisition* or Claim, delay Completion or rescind or terminate this Contract”;
- (19) **clause 10.4** - add the following new clause:
  - “10.4 For the purposes of this clause 10, the vendor discloses all of the information appearing in the copy documents attached to this Contract even if this Contract does not refer to that disclosure.”;
- (20) **clause 11** - delete;
- (21) **clauses 12.1 and 12.2** - delete;
- (22) **clause 13** - delete;

- (23) **clause 14.4.2** - delete and replace with the following clause:  
 "by adjusting the amount of land tax payable (calculated on a multiple holding basis and at the premium land tax marginal rate) in respect of the Property."
- (24) **clause 14.8** - add the words "by any competent authority" after the word "started";
- (25) **clause 15** - delete;
- (26) **clause 16.5** - delete the words "plus another 20% of that fee";
- (27) **clause 16.8** - delete;
- (28) **clause 16.12** - add "unless the nominated place is *within* the city of Sydney" at the end of the clause;
- (29) **clause 17.2.2** - replace the word "provisions" with the word "existence";
- (30) **clause 19.2.3** - delete;
- (31) **clause 19.3** - add the following new clause:  
 "19.3 The purchaser's only remedy for a breach of a warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2005* is the remedy prescribed by that regulation.";
- (32) **clause 20.4** - add the words "or guarantor" after the word "party";
- (33) **clause 20.6** - add the word "Normally" at the beginning of this clause;
- (34) **clause 20.6.3** - add after the word "died":  
 "(and this clause 20.6.3 also applies to any document in an action in connection with this Contract including any writ or summons or other originating process)";
- (35) **clause 20.6.6** - delete "and" at the end of the clause;
- (36) **clause 20.6.7** - replace the full stop at the end of the clause with"; and";
- (37) **clause 20.6.8** - add the following new clause:  
 "20.6.8 For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed unless:  
 (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been served; or

- (b) the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been served at 9.00am on the next business day at that place.

- (38) **clause 23** – General conditions 23.9.1, 23.13, 23.14 and 23.15 shall not apply to this Contract.
- (39) **clauses 26 to 29 (inclusive)** - delete.

## 31. Definitions and Interpretation

### 31.1 Definitions

In this Contract these terms (in any form) mean:

- (1) **Approvals** means any approval, authorisation, permit, licence, consent, clearance, exemption or the like which is required to be issued by or obtained from an Authority or any other person whether by reason of that person having an interest in the Property or otherwise in connection with the Property.
- (2) **Authority** means any federal, state or local government, semi government, quasi government or other body or authority statutory or otherwise including but not limited to any court or tribunal.
- (3) **Business Day** means any day other than a Saturday, Sunday, public holiday in New South Wales or a day on which banks are not open for business in Sydney, New South Wales.
- (4) **Claim** means any claim, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this Contract or the Property whether or not it arises at law or in any other way.
- (5) **Completion** means completion of this Contract and '**complete**' and '**completed**' have corresponding meanings.
- (6) **Completion Date** means the date being 42 days after the date of this Contract.
- (7) **Contaminant** means the presence in on or under the Land, including the groundwater, of Pollution or a Substance (including asbestos) at a concentration above the concentration at which the Pollution or Substance is normally present in, on or under (respectively) land in the same locality which:
  - (a) presents a risk of harm to human health or any aspect of the Environment;
  - (b) breaches any Environmental Law or other law; or
  - (c) could result in an Authority issuing a notice in respect of the Pollution or Substance,
 and **Contamination**, **Contaminated** and **Contaminate** have a corresponding meaning.
- (8) **Contract** means the Standard Form and these special conditions including all schedules and exhibits and annexures to the Standard Form and these special conditions.

- (9) **Costs** include:
- (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);
  - (b) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and
  - (c) any fines, penalties, interest or similar item imposed by any legislation.
- (10) **Discharge** means a registrable discharge or withdrawal of an Encumbrance.
- (11) **Encumbrance** includes a mortgage, charge as defined in the *Real Property Act 1900* (NSW) or caveat.
- (12) **Environment** has the meaning given to it in the *Contaminated Lands Management Act 1997* (NSW), as amended from time to time.
- (13) **Environmental Law** means all laws, regulations, orders, notices, ordinances or applicable standards or policies of any Authority relating to or dealing with:
- (a) planning;
  - (b) the Environment, including its protection from harm;
  - (c) health;
  - (d) any Contaminant;
  - (e) the disposal, discharge or treatment of any Contaminant; or
  - (f) any spill, leakage, Contaminant or remediation of a Contaminant,
- and all related lawful Approvals.
- (14) **Environmental Liability** means any obligation, expense, penalty or fine under any Environmental Law which would or could be imposed upon the Purchaser or any occupier of the Property as a result of activities carried on during the ownership or occupation of the Property by the Vendor, or by the Vendor's predecessors in title or by any previous occupier of the Property.
- (15) **Exclusion** means any chattel, goods, fixture, fitting, furnishing, plant or equipment which is:
- (a) owned by a Tenant;
  - (b) not owned by the Vendor; or
  - (c) noted specifically in this Contract as an Exclusion.
- (16) **GST** means GST as defined in the GST Act.

- (17) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.
- (18) **GST Law** has the same meaning given to that term in the GST Act.
- (19) **Inclusions:**
- (a) means chattels, fixtures, fittings, plant, equipment on the Property at Completion which are owned by the Vendor, including any rubbish; and
  - (b) does not include the Exclusions.
- (20) **Insolvency Event** means any of these events:
- (a) an order is made that a party be wound up;
  - (b) an order appointing a liquidator or provisional liquidator in respect of a party, or any one of them is appointed, whether or not under an order;
  - (c) except to reconstruct or amalgamate while solvent on terms approved by the other party acting reasonably, a party entered into, or resolved to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of, all or any class of its creditors, or proposes a reorganisation, moratorium or other administration involving any of them;
  - (d) a party resolves to wind itself up, or otherwise dissolve itself, or give notice of an intention to do so (except to reconstruct or amalgamate while solvent on terms approved by the other party) or is otherwise wound up or dissolved;
  - (e) a party is or states that it is insolvent;
  - (f) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a party is taken to have failed to comply with a statutory demand;
  - (g) a party is or makes a statement from which it may be reasonably deduced by the Vendor that the body corporate is the subject of any event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);
  - (h) a party takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;
  - (i) a party becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which could result in that event;
  - (j) a resolution is passed to appoint an administrator or an administrator is appointed to a party;

- (k) a receiver or a receiver and manager is appointed to a party;
  - (l) a mortgagee takes possession of any one of the assets or undertakings of a party; or
  - (m) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.
- (21) **Land** means the whole of the land comprised in the lot and plan as noted on the front page of the Standard Form.
  - (22) **Liability** includes any Cost arising from or in connection with a Claim or any other liability, cost, claim, action, allegation, suit, action, demand, cause of action or proceeding.
  - (23) **Material** means all and any materials, advertising, reports, documentation and information in the possession or control of the Vendor's selling agent or the Vendor at the Contract date which relate to the Property.
  - (24) **Object** means delay or attempt to delay Completion, make or assert a Claim, rescind or terminate or attempt to rescind or terminate or withhold or require a retention of all or part of the Price.
  - (25) **Pollution** has the meaning given to it in the *Protection of the Environment Operations Act 1997* (NSW), as amended from time to time.
  - (26) **Property** means the property which is the subject of this Contract, as noted on the front page of the Standard Form and includes the Inclusions.
  - (27) **Service Providers** includes Council or any Authority, and any company in the business of supplying Services to the public.
  - (28) **Services** includes communication, drainage, garbage, electricity, gas, oil, sewerage, telephone or water service.
  - (29) **Specified Rate** means 10% per annum.
  - (30) **Standard Form** means the standard form contract for the sale of land - 2005 edition that forms part of this Contract.
  - (31) **Substance** means any solid, liquid or gas and any radiation, radioactivity or magnetic activity.
  - (32) **Tenancy** means the tenancies and other occupation and use rights relating to the Property as disclosed in the Tenancy Document.
  - (33) **Tenancy Document** means a document setting out or relating to the terms of a tenancy, lease or licence (including any document varying the terms of a tenancy, lease or licence), copies of which are attached to this Contract.
  - (34) **Tenancy Fee** means all amounts payable (exclusive of GST) by a Tenant (if any) to the Vendor under a Tenancy in respect of rent, licence fees,

contributions to outgoings or expenses or any other periodic amounts payable to the Vendor under any Tenancy.

- (35) **Tenant** means a person who is entitled to use or occupy a part of the Property under any Tenancy.

### 31.2 Interpretation

Unless the contrary intention appears, a reference in this Contract to:

- (1) **(variations or replacement)** a document (including this Contract) includes any variation or replacement of it;
- (2) **(clauses, annexures, exhibits and schedules)** a clause, annexure, exhibit or schedule is a reference to a clause in, annexure, exhibit or schedule to this Contract;
- (3) **(reference to statutes)** a reference to a statute, regulation, proclamation, ordinance, code, by-law or other law includes all statutes, regulations, proclamations, ordinances, codes, by-laws and other instruments under it and variations, consolidations, amendments, re-enactments or replacements of any of them;
- (4) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (5) **(singular includes plural)** the singular includes the plural and vice versa;
- (6) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (7) **(executors, administrators, successors)** a reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by permitted novation), and permitted transferees and assigns;
- (8) **(body ceases to exist)** a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (9) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (10) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (11) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (12) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;



- (13) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (14) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (15) **(meaning not limited)** the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (16) **(next day)** except as otherwise provided in these special conditions, if an act under this Contract to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- (17) **(reference to any thing)** any thing (including any amount) is a reference to the whole and each part of it;
- (18) **(meaning of term)** unless otherwise provided in these special conditions, any capitalised term used in these special conditions have the same meaning attributed to it on the front page of the Standard Form;
- (19) **(gender)** wording importing gender includes any gender;
- (20) **(headings)** headings are inserted for convenience and do not affect interpretation of this Contract;
- (21) **(meaning of words and phrases)** a word or phrase which is defined in the Standard Form has the same meaning in these additional terms, unless otherwise defined in clause 31.1 ("Definitions");
- (22) **(defined terms)** despite clause 1 of this Contract, the terms defined in clause 1 and clause 31.1 ("Definitions") are defined terms whether or not those terms are in italics;
- (23) **(inconsistency)** in the event of any inconsistency between these special conditions and the Standard Form, these special conditions prevail;
- (24) **(rules of construction)** no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Contract or any part of it;
- (25) **(severance)** any provision of this Contract which is prohibited or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective only to the extent of that prohibition or unenforceability and does not invalidate the remaining provisions of this Contract or affect the validity or enforceability of the provisions in any other jurisdiction; and
- (26) **(indemnities)** each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the party indemnifying and continues after Completion or termination. It is not necessary for the other party to incur expense or make payment before enforcing a right of indemnity under this Contract. A party giving an indemnity agrees to pay amounts due under that indemnity on demand from the indemnified party.

## **32. Purchaser acknowledgments, representations and warranties**

### **32.1 General acknowledgments**

- (1) The Purchaser acknowledges and agrees that:
- (a) this Contract constitutes the whole agreement between the parties;
  - (b) the Purchaser has relied entirely on the Purchaser's own enquiries relating to, and inspection of, the Property and the use to which the Property may be put;
  - (c) the Purchaser has had sufficient opportunity to carry out investigations and make enquiries in connection with the Property before signing this Contract;
  - (d) without limiting the operation of clause 32.1(1)(e), the Purchaser is purchasing the Property in its present state of repair and condition;
  - (e) despite sections 66J-66O of the *Conveyancing Act* 1919 (NSW), the Purchaser may not make any objection, requisition, Claim, delay Completion or rescind or terminate in connection with the state of repair or condition of, or any latent or patent defect in quality in, the Property or any plant, equipment or improvements after the Contract date;
  - (f) the Purchaser has not entered into this Contract in reliance on any representation, promise, warranty, express or implied statement or document made or provided by the Vendor or on its behalf in respect of any matter relating to the Property or its purchase (except as expressly provided in this Contract) including as to:
    - (i) the reasonableness, or accuracy or amount of any budget, feasibility, financial return or income and expenses relating to the Property, including any included in this Contract;
    - (ii) the accuracy or otherwise of any survey, geotechnical report, or other report, proposal, plan or like document furnished to the Purchaser;
    - (iii) the availability or otherwise of any Approval;
    - (iv) any proposals for the Property or any surrounding area;
    - (v) the availability or otherwise of any agreement or consent from any Licensee or proposed Licensee;
    - (vi) any rights relating to the Property;
    - (vii) the existence or absence of any Environmental Liability;
    - (viii) the roof or surface water drainage from the Property being connected to a sewerage service;

- (ix) the position or applicability of any flood levels;
  - (x) the condition or existence or non-existence of any Services or other services provided to the Property;
  - (xi) the existence or non-existence of any easements or other rights in respect of a service;
  - (xii) the existence or absence of any manufacturer or supplier warranties for any plant, equipment or other things included in the sale; or
  - (xiii) the current or future zoning and planning restrictions (including all planning Approvals) on and in respect of the Property and the use to which the Property may be put and the development of the Property;
- (g) to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor; and
- (h) if documents or copies of documents were attached to this Contract other than by the Vendor, the person attaching them did so as agent for the Vendor.
- (2) The Purchaser must not make any requisition or Claim, delay Completion, rescind or terminate because of anything in connection with any of the matters referred to in clause 32.1(1).

### 32.2 Materials

The Purchaser acknowledges that:

- (1) the Materials were provided to the Purchaser for information purposes only and neither the Vendor nor any of the Vendor's consultants warrant the accuracy, currency, reliability or completeness of any of the contents of the Materials;
- (2) subject to any statutory rights that cannot be excluded, no responsibility is assumed by the Vendor or any of the Vendor's consultants in respect of the contents of or omissions from the Materials; and
- (3) it has not relied on any material contained in the Materials as a statement or representation of fact or as to any further matter, but has satisfied itself as to the correctness of the information by independent investigations.

### 32.3 Title

The Purchaser:

- (1) accepts title to the Property subject to all matters disclosed, noted or referred to in this Contract and must Complete this Contract despite those matters; and

- (2) must not make any objection, requisition, Claim, delay Completion or rescind or terminate this Contract in connection with any matter disclosed in this Contract.

#### 32.4 Risk

The parties agree that the risk in respect of damage to the Property passes to the Purchaser on the earlier of the Purchaser taking possession of the property or on Completion.

#### 32.5 Services

The Purchaser takes title subject to, and is not entitled to make any requisition or Claim, delay Completion or rescind or terminate this Contract in connection with or arising from the following matters:

- (1) the nature, location, non-availability or availability of any Services (including pipes, cables or wires) to or relating to the Property;
- (2) the existence of any defects in any Services (including pipes, cables and wires) available to the Property;
- (3) the existence or non-existence of any easements, privileges or rights in respect of any Service affecting or benefiting the Property or any entitlement to use those Services;
- (4) the presence of any sewer, manhole or vent on the Property; and
- (5) any water or sewerage main or any underground or surface storm water drain passing through, over or under the Property.

#### 32.6 Purchaser warranties

The Purchaser represents and warrants that:

- (1) the Purchaser has full power and authority to enter into this Contract and to perform its obligations;
- (2) the Purchaser has the financial capacity to perform its obligations under this Contract;
- (3) the Purchaser is entering into this Contract in its own right, and not in a capacity as trustee, agent or custodian;
- (4) the Purchaser does not require the consent of any third party to enter into this Contract or perform its obligations;
- (5) it has made its own enquiries in relation to the Property and is aware of any affectations or proposals;
- (6) it accepts title subject to and must not make any objection, requisition, Claim for compensation, delay Completion, rescind or terminate or purport to rescind or terminate in respect of any matter disclosed in this Contract including any matter arising out of any documents referred to in this Contract;

- (7) it has inspected the planning certificate and instruments referred to in the planning certificate; and
- (8) it is aware of all restrictions on development of the Property.

### **33. Completion**

#### **33.1 Completion Date**

Completion of this Contract must occur on or before 3.00pm on the Completion Date.

#### **33.2 Notice to Complete**

- (1) If Completion does not occur in accordance with clause 33.1 ("Completion Date"), a party who is not in default and is ready, willing and able to proceed to completion may serve a notice on the defaulting party at any time after 3.00pm on the Completion Date:
  - (a) requiring the other party to complete not less than 14 days from (and including) the date of service of the notice; and
  - (b) making time of the essence.
- (2) The parties agree that the period of 14 days in clause 33.2(1)(a) is reasonable and sufficient time to complete this Contract.
- (3) The party that served the notice may withdraw it at any time without prejudice to its right to serve a further notice under clause 33.2(1).

#### **33.3 Interest**

- (1) Without limiting any other right of the Vendor, if Completion takes place after the Completion Date, it is an essential term of this Contract that, on Completion, the Purchaser must pay, by way of liquidated damages, interest to the Vendor calculated on the unpaid balance of the Price at the Specified Rate on a daily basis from but excluding the Completion Date to and including the date on which this Contract is completed. The Purchaser need not pay interest for any period where the delay in Completion is caused solely by the Vendor.
- (2) The liquidated damages payable under clause 33.3(1) is the Vendor's genuine pre estimate of the damage suffered by the Vendor due to the Purchaser's failure to complete on the Completion Date.

### **34. Dividing Fences**

- 34.1 The Vendor is not required to contribute to the Cost of building, repairing or replacing any dividing fence between the Property and any adjoining land and the Purchaser waives any right to claim contribution from the Vendor.

## **35. GST**

### **35.1 Construction**

In this clause 35:

- (1) words and expressions which are not defined in this contract but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (2) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*; and
- (3) **GST Law** has the meaning given to that expression in the GST Act.

### **35.2 Consideration and GST**

The Price excludes any GST payable on the supply of the Property to the Purchaser under or in connection with this Contract.

### **35.3 Margin scheme**

If GST applies to the supply of the Property to the Purchaser under or in connection with this Contract, subject to the margin scheme being available in accordance with Div 75 of the GST Act, the parties agree that the margin scheme is to apply to the supply of the Property under this Contract.

### **35.4 Payment of GST**

Except where the consideration for the supply expressly includes GST, if GST is payable on any supply made under this Contract, the recipient will pay the supplier an additional amount equal to the GST payable on the supply.

### **35.5 Timing of GST payment**

The recipient will pay the amount referred to in clause 35.4 in addition to and at the same time that GST has been determined as being payable in respect of the supply of the Property to the Purchaser under or in connection with this Contract.

### **35.6 Tax invoice**

The Vendor will not provide the Purchaser with a tax invoice to the extent the margin scheme applies to a supply made under this Contract.

### **35.7 Non Merger**

This clause 35 of this Contract shall not merge on completion.

## **36. Inclusions and Exclusions**

- (1) The Inclusions that are on the Property at Completion are included in the sale.
- (2) The Purchaser acknowledges that excluded from the sale are the Exclusions.

- (3) The Purchaser acknowledges that it has satisfied itself as to the nature and extent of the Inclusions and Exclusions and acknowledges that the Purchaser is not entitled to make any objection, requisition, Claim for compensation, delay Completion, rescind or terminate by reason of any matter, fact or thing relating to the nature, ownership or existence of any Inclusion or Exclusion or because at Completion items which are not included in the sale are located on the Property.
- (4) The Inclusions become the property of the Purchaser on Completion, and the Vendor need not give formal delivery of the Inclusions.
- (5) The Vendor makes no representation or warranty as to the state of repair or condition of the Inclusions and the Purchaser accepts the Inclusions in their state of repair and condition at the Contract date.
- (6) The Purchaser must not make any requisition or Claim, delay Completion or rescind or terminate in connection with any loss of or damage to the Inclusions occurring after Completion (including under sections 66J-66O of the *Conveyancing Act 1919* (NSW)) or in relation to any Claim on the grounds that any Inclusion is defective or unfit for the purpose for which it was built or installed or fails to operate properly or at all.
- (7) Where any part of the Property is the subject of a Tenancy, the Vendor makes no representation or warranty as to what, if any, chattels, fixtures, fittings, plant and equipment are the Property of the Vendor and what, if any, fixtures and fittings are the Property of any Tenancy and the Purchaser acknowledges having satisfied itself in this regard prior to signing this Contract.

### **37. FIRB Approval**

The Purchaser warrants that the *Foreign Acquisitions and Takeovers Act 1975* (Cth) does not apply to the Purchaser or to the Purchaser entering this Contract.

### **38. Agent**

- (1) The Purchaser acknowledges to the Vendor that it has not been introduced to the sale by any real estate agent other than the agents named on the front page of this Contract (if any).
- (2) In the event of a breach of the acknowledgement in clause 38(1), the Purchaser indemnifies the Vendor against any Liability or Cost of the Vendor to pay commission or any expenses to any real estate agent other than the agents named on the front page of this Contract (if any).

### **39. Tenancies**

#### **39.1 Purchaser acknowledgements**

The Purchaser acknowledges that:

- (1) the Property is sold subject to the Tenancy and the Purchaser will accept title to the Property subject to the Tenancy and any matter relating to the Tenancy; and
- (2) subject to the terms and conditions of this Contract, it has inspected and has satisfied itself in all respects about the Tenancy Documents.

### 39.2 Covenants

For the same consideration expressed in this Contract, the Vendor assigns to the Purchaser as and from Completion the benefit of all covenants under or contained in the Tenancy on the part of the Tenant in favour of the Vendor, whether or not they touch and concern or run with the Land.

### 39.3 No warranty

The Vendor does not represent or warrant that:

- (1) any Tenancy is valid or enforceable;
- (2) any Tenancy will be in force at Completion;
- (3) any Tenant will not vacate prior to Completion; or
- (4) the Tenant will not be in default on or prior to Completion.

### 39.4 Compliance with Licence obligations

- (1) Until and including the date of Completion, the Vendor will comply with its obligations as licensor under each Tenancy Document.
- (2) From Completion the Purchaser must comply with the Vendor's obligations as landlord in connection with the Tenancy and any Tenancy Document. The Purchaser indemnifies the Vendor against any Liability or Cost in connection with the Purchaser or a successor in title to the Purchaser not complying with the Purchaser's obligations under this clause 39.4(2).

### 39.5 Dealings with Licences

The Vendor may deal with the assignment of any Tenancy, vary a Tenancy, determine or change the Tenancy Fee, accept a surrender or termination of any Tenancy, or terminate any Tenancy without requiring the consent of the Purchaser.

### 39.6 No Claim

The Purchaser must not make any objection, requisition, Claim, delay Completion, rescind or terminate in respect of anything or any matter referred to in the Tenancy Documents or this clause 39.



## 40. Tenancy Fee adjustments

### 40.1 Adjustment for Tenancy Fee

- (1) On Completion, the parties must adjust:
  - (a) any prepaid Tenancy Fee (calculated on a daily basis) for each relevant current period in accordance with clause 14; and
  - (b) any Tenancy Fee which is outstanding and remains outstanding at the adjustment date, for the period current at completion (**Outstanding Amount**), in accordance with clause 14 as if paid for that period and the Purchaser must allow to the Vendor the Vendor's proportion of the Outstanding Amount for that period.
- (2) Subject to clause 40.1(1)(b), if any Outstanding Amount remains unpaid to the Vendor at Completion, then any payment made after Completion to the Purchaser by a Tenant (to which the Outstanding Amount relates to) must be forwarded by the Purchaser to the Vendor until the Outstanding Amount is paid.
- (3) If an Outstanding Amount is adjusted in accordance with clause 40.1(1)(b), the Purchaser is entitled to recover the Vendor's portion of that Outstanding Amount for the relevant period from the Tenant.
- (4) This clause 40 does not merge on Completion.

## 41. Death and Incapacity

### 41.1 Incapacity

Without in any matter negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause 41 ("Incapacity") not been included, it is agreed that if, prior to Completion, an Insolvency Event occurs in relation to a party or any guarantor of the Purchaser's obligations under this Contract then that party, or in the case of the Guarantor, the Purchaser, shall be deemed to be permanently in default of an essential condition of this Contract and the provisions of clause 9 ("Purchaser's default") apply.

### 41.2 Death

If before completion a party, being an individual, dies or becomes mentally ill, the other party may rescind this Contract.

## 42. Land tax certificate

Clause 16.6 only applies if the Purchaser has served the certificate on the Vendor at least 21 days before the Completion Date.

### **43. Release of Deposit**

At request of the Vendor, the Purchaser shall authorise the depositholder to release the deposit monies paid pursuant to the terms of this Contract the following:

- (a) up to the whole amount of deposit to enable the Vendor to utilise the same as deposit monies on a contemporaneous purchase transaction; and/or
- (b) stamp duty on any contemporaneous purchase transaction.

### **44. General**

#### **44.1 No warranty**

The Vendor does not warrant the accuracy or completeness of the Materials.

#### **44.2 Encumbrances**

If on Completion there is noted on the certificate of title for the Land any Encumbrance which the Purchaser has not agreed to accept (other than a caveat referred to in clause 44.3 ("Purchaser's caveat")) then the Purchaser must accept a duly executed Discharge which will remove the Encumbrance so far as it affects the title to the Land, and the Vendor allows the applicable registration fee to the Purchaser.

#### **44.3 Purchaser's caveats**

If a caveat lodged by the Purchaser or by any person claiming through the Purchaser affects the title to the Land at Completion, then the Purchaser may not require the Vendor to have that caveat withdrawn or give a withdrawal of caveat, and must Complete this Contract despite the caveat.

#### **44.4 Entire agreement**

This Contract and any deed or agreement contemplated by this Contract constitutes the entire agreement of the parties about the sale of the Property and supersedes all previous agreements, understandings and negotiations on the sale of the Property.

#### **44.5 No merger**

- (1) Any provision of this Contract capable of having effect after the Completion Date does not merge on transfer of the Land and continues to have effect.
- (2) The warranties (except those implied by law) and agreements in this Contract do not merge on Completion.

#### **44.6 Waiver**

- (1) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this Contract by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement

of that or any other right, power or remedy provided by law or under this Contract.

- (2) Any waiver or consent given by any party under this Contract will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (3) No waiver of a breach of any term of this Contract will operate as a waiver of another breach of that term or of a breach of any other term of this Contract.

#### **44.7 Governing law and jurisdiction**

This Contract is governed by the law in force in New South Wales. Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

#### **44.8 Variation**

A variation of any term of this Contract must be in writing and signed by the parties or the parties' solicitors.

#### **44.9 Rights cumulative**

The rights of the parties under or arising out of this Contract are cumulative and do not exclude any other right of the parties.

#### **44.10 Vendor may act by agent**

Any thing that the Vendor is required to or may do under or arising out of this Contract may be done by the Vendor's Solicitors, agent or authorised employee.

#### **44.11 Purchaser may act by agent**

Any thing that the Purchaser is required to or may do under or arising out of this Contract may be done by the Purchaser's Solicitors, agent or authorised employee.

#### **44.12 Due Dates must be Business Days**

If the date on which anything is to be done under this Contract is not a Business Day, then that thing must be done by the next Business Day.

#### **44.13 Excluded warranties**

The parties are not bound by any warranty, representation, agreement or implied term under the general law or imposed under statute unless:

- (1) such warranty, representation, agreement or term is contained in the express terms of this Contract; or
- (2) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

#### 44.14 Further Action

Each party must:

- (1) use its reasonable efforts to do all things necessary and desirable; and
- (2) sign such further documentation as may be reasonably requested by the other party,

to give full effect to this Contract.

#### 44.15 Stamp duty

- (1) The Purchaser must pay all stamp duty (including any fines or penalties) payable on this Contract, on any instruments entered into under this Contract and in respect of any transaction evidenced by this Contract.
- (2) The Purchaser indemnifies the Vendor for any claims, actions, demands costs or liabilities arising due to the Purchaser's failure to comply with special condition 44.15(1).

#### 44.16 Costs

The Vendor and the Purchaser will each pay their own consultant, surveyor and legal fees except to the extent otherwise provided under this Contract.

### 45. Guarantee & Indemnity

#### 45.1 Guarantee

In consideration of the Vendor at the request of the Guarantor entering into this Contract with the purchaser the Guarantor covenants and agrees with the Vendor that:

- (a) the Guarantor will be jointly and severally liable with the Purchaser to the Vendor for the due payment of all moneys to be paid by the Purchaser under this Contract and the due performance and observance by the Purchaser of all the covenants terms and conditions of this Contract on the part of the Purchaser to be performed and observed;
- (b) the Guarantor will indemnify the Vendor and at all times hereafter will keep the Vendor indemnified from and against all losses and expenses which the Vendor may suffer or incur in consequence of any breach or non-observance of any of the covenants terms and conditions of this Contract on the part of the Purchaser to be performed or observed and the Guarantor agrees that it will remain liable to the Vendor under this indemnity notwithstanding as a consequence of such breach or non-observance the vendor has exercised any of its rights under this Contract and notwithstanding that the Purchaser being a company may be wound up or dissolved, or being a natural person may be declared bankrupt, and notwithstanding that any guarantee given by the Guarantor may for any reason whatsoever be unenforceable either in whole or in part;

- (c) on any default or failure by the Purchaser to observe and perform any of the covenants terms and conditions of this Contract the Guarantor will make good to the vendor all losses and expenses sustained or incurred by the Vendor, including payment of any moneys payable by the Purchaser under this contract, by reason or in consequence of any such default or failure by the Purchaser in the payment of the balance of the purchase price or in performing or observing any of the covenants terms and conditions of this contract without the necessity of any prior demand having been made on the Purchaser;
- (d) the liability of the Guarantor under this clause will not be affected by the granting of time or any other indulgence to or making any composition with the Purchaser or the Guarantor or by the compounding compromise release abandonment waiver variation amendment or renewal of any of the rights of the Vendor against the Purchaser or of the obligations of the Purchaser in terms of this Contract or by any neglect or omission to enforce such rights or by the release or impairment of any securities held for the enforcement of the obligations under this Contract or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from its obligations under this clause;
- (e) notwithstanding that as between the Guarantor and the Purchaser the Guarantor may be a surety only as between the Guarantor and the Vendor the Guarantor will be deemed to be a primary debtor and contractor jointly and severally with the Purchaser;
- (f) to the fullest extent permitted by law the Guarantor hereby waives such of their rights as surety or indemnifier whether legal equitable statutory or otherwise which may at any time be inconsistent with any of the provisions of the guarantee and indemnity contained in this clause;
- (g) the covenants and agreements made or given by the Guarantor will not be conditional or contingent in any way or dependent upon the validity or enforceability of the covenants and agreements of any other person and shall be and remain binding notwithstanding that any other person will not have executed or duly executed this Contract or this guarantee and indemnity;
- (h) the obligations of the Guarantor under the guarantee and indemnity contained in this clause will continue and remain in force until all moneys payable by the Purchaser have been paid and until all other obligations and indemnities have been performed observed and satisfied and such obligations will not be reduced or affected by the death insolvency liquidation or dissolution of the Purchaser or the Guarantor or any of them;
- (i) where there is more than one person or corporation which together constitute the Guarantor to this Contract the obligations and liabilities of each and every person or corporation shall be joint and several;
- (j) the liability of the Guarantor will not be impaired by the covenants of the Purchaser herein or by any other instrument or transaction becoming illegal invalid void or unenforceable by reason of any past present or future statute matter act or omission by any person;

- (k) the liability of the Guarantor will not be impaired by the absence of any notice to the Guarantor of default by the Purchaser or by any other Guarantor;
- (l) the liability of the Guarantor will not be impaired by the existence now or at any future time of any legal disability in the Purchaser or any Guarantor;
- (m) no payment will operate to discharge or reduce the Guarantor's liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of companies and no grant of discharge or release consequent upon such payment shall discharge the liability of the Guarantor hereunder; and
- (n) the Guarantor's liability hereunder will not be affected by any claim or right to set-off or cross-action which the Purchaser may have or claim to have against the vendor on any account whatsoever nor will the Guarantor be entitled to any set-off against the Vendor.

#### 45.2 Further Covenants by Guarantor

- (a) In order to give full effect to the provisions of this guarantee the Guarantor hereby covenants that in the event of the bankruptcy or liquidation of the Purchaser or any Guarantor, the Guarantor will not prove in any such bankruptcy or liquidation in competition with the Vendor and the Guarantor hereby irrevocably authorises the vendor to prove as the Guarantor's attorney for all moneys which the Guarantor has paid on behalf of the Purchaser or to which the Guarantor may be entitled by way of contribution from any other Guarantor and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any amounts so received until the Vendor will with the aid thereof have been paid one hundred cents in the dollar in respect of the indebtedness of the Purchaser or the Guarantor as the case may be. The Guarantor hereby waives in favour of the Vendor all rights whatsoever which the Guarantor may at any time have against the Vendor the Purchaser another Guarantor or any other persons their estate and assets so far as necessary to give effect to this clause.

#### 45.3 Identity Guarantor

In this clause 45, "Guarantor" means:

\_\_\_\_\_ (insert  
name) of

\_\_\_\_\_ (insert  
address)

**SIGNED, SEALED AND DELIVERED**  
by the Guarantor

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of Guarantor

Information Provided Through  
InfoTrack  
Ph. 1800 738 532 Fax. 1800 738 533

# Title Search

**InfoTrack**  
An Approved LPI NSW  
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
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FOLIO: 68/4227  
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SEARCH DATE	TIME	EDITION NO	DATE
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28/4/2014	2:57 PM	5	27/6/2011

LAND  
-----

LOT 68 IN DEPOSITED PLAN 4227  
LOCAL GOVERNMENT AREA ROCKDALE  
PARISH OF ST GEORGE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP4227

FIRST SCHEDULE  
-----

JOUMANA TANANA (T AF393287)

SECOND SCHEDULE (4 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B729820 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE  
DESCRIBED AFFECTING THE PART OF THE LAND SHOWN SO  
BURDENED IN VOL 4217 FOL 89
- 3 C851189 EASEMENT FOR OVERHANGING GUTTER AND BAY WINDOW  
APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE  
PART OF THE LAND SHOWN SO BURDENED IN VOL 4217 FOL 89
- 4 AG328312 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

7045

PRINTED ON 28/4/2014

\* 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.



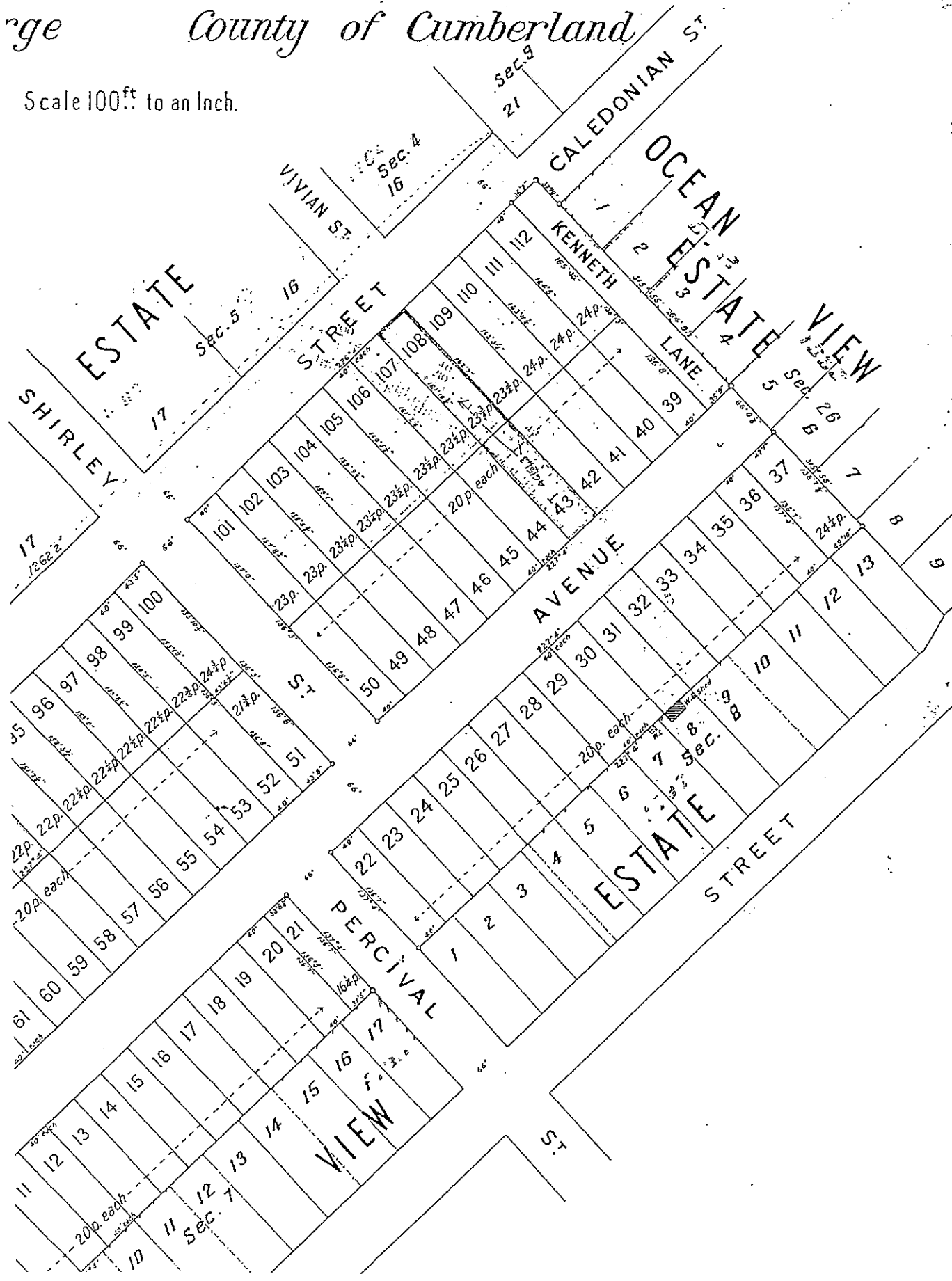
# PLAN

showing subdivision of  
**S ESTATE CARLTON**  
**UGH OF BEXLEY**

**DP4227<sup>®</sup>**

*ge* *County of Cumberland*

Scale 100<sup>ft</sup> to an Inch.



B. BEXLEY

DP 4227 (E)  
FEB 2 1994

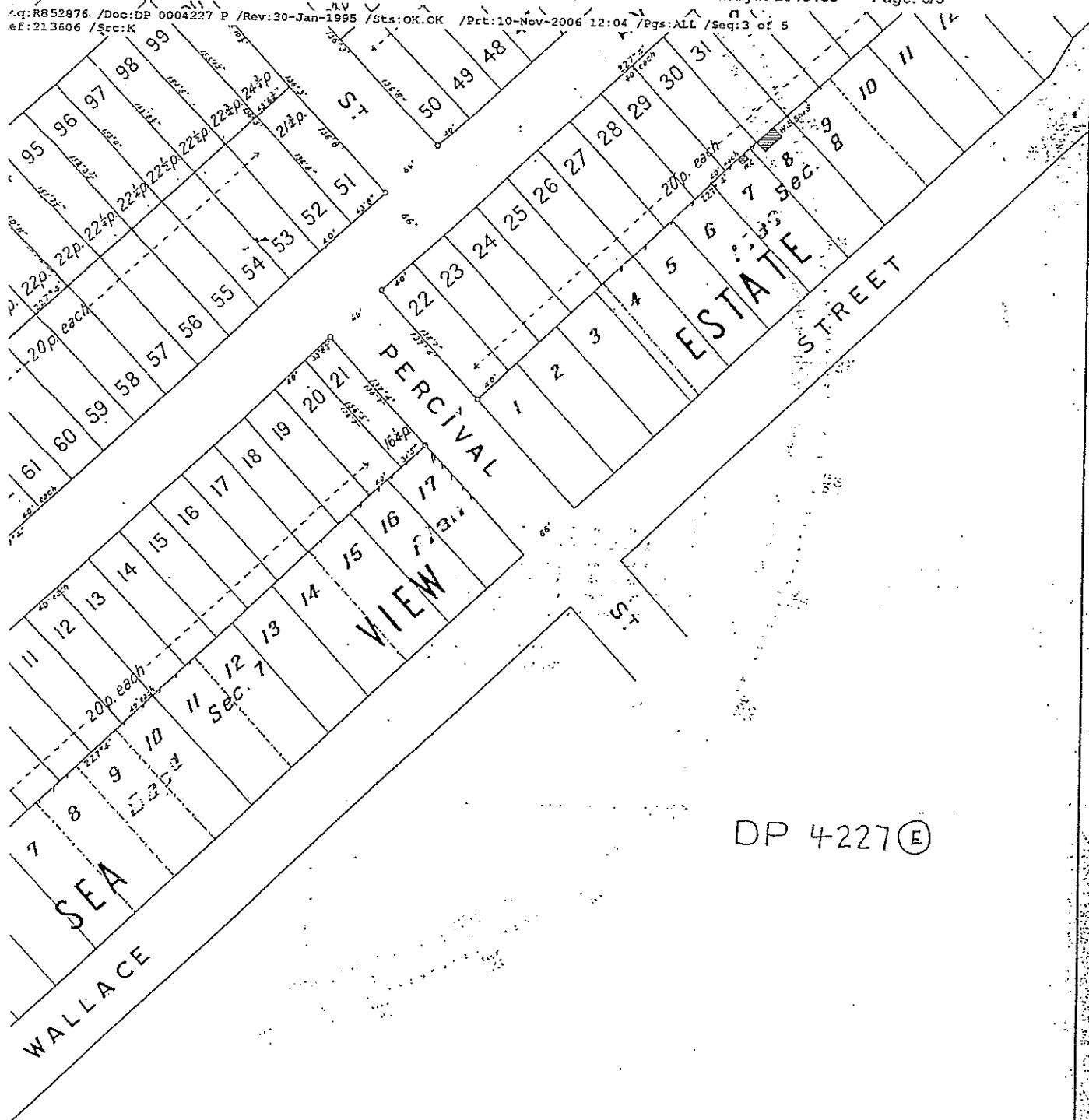


showing subdivision of  
**DOMINEY'S ESTATE**  
**BOROUGH OF BE**  
*Parish of S.<sup>t</sup> George* *Coun*

Scale 100<sup>ft</sup> to an Inch.



Ref: R852876 / Doc: DP 0004227 P / Rev: 30-Jan-1995 / Sts: OK, OK / Pct: 10-Nov-2006 12:04 / Pgs: ALL / Seq: 3 of 5



DP 4227(E)

DECLARATION.

I, John George Griffin, of 350 George St Sydney, Licensed Surveyor, specially licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries and measurements shown on this Plan are correct for the purposes of the said Act, and that the said Plan and the survey of the land to which the same relates, have been prepared and made by me, or under my immediate supervision; and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900

Subscribed and declared before me at  
this 2nd day of September, A.D. 1903

*John George Griffin* J.P.

*John George Griffin*  
Licensed Surveyor

Date of Survey August 1903.

sq:R852878 /Doc:DP 0004227 P /Rev:30-Jan-1995 /Sts:OK.OK /Prt:10-Nov-2006 12:04 /Pgs:ALL /Seq:4 of 5  
 sf:213606 /Src:K

HURSTVILLE  
 FOREST ST

STREET

CALEDONIAN  
 HEIGHTS

LANE

GLENFARNE

WEBBERS

RAWSON

SEA

WALLACE

ROAD

ETHEL ST

CARLTON  
 ESTATE

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B. 192-44  
 19-2-4

DP 4227 (E)

Assumed Magnetic Variation. 9°30' E  
 Azimuth taken from

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 sf:213606 /src:K

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 4227	FEET INCHES	METRES
12	-	3.66
16	3	4.955
17	6 1/2	5.345
19	5 3/4	5.935
20	-	6.095
26	8	6.23
31	5	9.575
33	-	10.06
33	8 1/4	10.27
36	2	11.025
36	9	11.2
37	10	11.53
40	-	12.19
42	-	12.8
42	6	12.955
43	5	13.255
43	5 1/2	13.245
43	6 3/4	13.26
43	8	13.31
44	-	13.41
45	3 1/2	13.805
45	6	13.87
45	7	13.895
46	0 3/4	14.04
47	1	14.35
48	5 3/4	14.725
48	9 1/4	14.865
49	10	15.19
50	-	15.24
50	0 1/4	15.245
51	10	15.8
52	4	15.95
54	9 1/4	16.495
62	5 3/4	19.045
64	8 3/4	19.73
65	8 3/4	20.035
65	9	20.04
66	-	20.115
66	0 1/8	20.12
66	3	20.195
66	8 3/4	20.34
66	9	20.345
66	10 1/8	20.375
66	10 7/8	20.395
67	9 1/4	20.455
67	10 3/4	20.695
68	5 3/4	20.82
69	1 1/4	21.065
70	8 5/8	21.555
71	11 3/4	21.94
74	5 1/4	22.69
74	11 3/4	22.855
112	-	34.14
122	2 3/4	37.255
130	8	39.825
132	-	40.235
135	9 1/2	41.39
136	7	41.63
136	7 3/8	41.64
136	7 5/8	41.645
136	8	41.655
137	2 3/4	41.825
138	4 3/4	42.185
138	8	42.265
139	9 1/2	42.61
140	1 1/2	42.71
141	6 3/4	43.15
143	-	43.585
144	3 1/2	43.98
144	5 1/4	44.025
145	4	44.3
145	10 1/2	44.465
146	0 1/4	44.505
146	8 3/4	44.725
146	10	44.755
147	4	44.905
147	5	44.935

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 4227 CONTINUED		
	FEET INCHES	METRES
148	1 1/2	45.15
148	9 1/4	45.345
148	9 3/4	45.36
149	6 1/2	45.58
150	2 3/4	45.79
150	11	46
151	7 1/4	46.21
151	7 1/2	46.215
152	3 3/4	46.425
153	-	46.635
153	5	46.76
153	8 1/2	46.83
153	10 1/2	46.9
154	5	47.065
155	1 1/4	47.275
155	10 3/4	47.515
157	-	47.855
157	8 1/4	48.065
157	9 1/2	48.095
157	11	48.135
158	4 3/4	48.28
158	5 3/4	48.305
159	1	48.49
159	2 1/4	48.52
159	9 1/2	48.705
159	10 1/2	48.73
160	5 3/4	48.915
160	7	48.945
161	2 1/4	49.13
161	10 3/4	49.345
162	7	49.555
162	10	49.63
162	10 1/4	49.64
162	10 1/2	49.645
163	5 1/4	49.765
163	11 3/4	49.98
164	8	50.19
165	4 1/4	50.4
167	0 1/2	50.91
169	4 1/4	51.62
170	-	51.82
171	6 1/2	52.29
177	5	54.08
182	4 1/4	55.58
183	8	55.98
185	0 3/4	56.41
190	10 3/4	58.18
191	1 1/2	58.25
192	10 3/4	58.79
195	5 1/2	59.58
196	-	59.74
203	5 1/4	62.01
205	11	62.76
213	11 3/4	65.22
215	-	65.53
222	-	67.67
224	6 1/4	68.43
226	4	68.79
247	-	75.29
254	-	77.42
264	9 3/8	80.71
279	11 1/2	85.33
448	1 1/2	136.59
AC RD	P	SQ M
-	- 16 1/4	411
-	- 18 3/4	474.2
-	- 19 1/4	486.9
-	- 20	505.9
-	- 21 1/4	537.5
-	- 21 1/2	543.6
-	- 21 3/4	550.1
-	- 22	556.4
-	- 22 1/4	562.8
-	- 22 1/2	569.1
-	- 22 3/4	575.4

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

REGISTRAR GENERAL'S DEPARTMENT

DP 4227	CONTINUED
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- 23 1/4	588.1
- 23 1/2	594.4
- 23 3/4	600.7
- 24	607
- 24 1/4	613.4
- 24 3/4	626
- 25	632.3
- 25 1/4	638.6
- 25 1/2	645
- 25 3/4	651.3
- 26 1/4	663.9
- 26 1/2	670.3
- 26 3/4	676.6
- 27	682.9
- 27 1/4	689.2
- 28	708.2
- 29 1/2	746.1
- 1 5 1/4	1144
- 1 6 1/4	1170
- 1 6 3/4	1182
- 1 8	1214
- 1 9	1239
- 1 10 1/2	1277
- 1 12 3/4	1334
- 1 13	1341
- 1 16 3/4	1435
- 1 17	1442
- 1 21 1/2	1556

q:R852875 /Doc:DL C851189 /Rev:18-Mar-1997 /Sts:OK.OK /Prt:10-Nov-2006 12:04 /Pgs:ALL /Seq:1 of 2  
f:213606 /Src:K

NOV 21 12 24 PM 1939



(This must not be disclosed in the open market)

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

If to two or more, state whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signature witnessed.

If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot - sec. D.P. " or

being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. - Fol. -

Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919, 1938.

Here also should be set forth any right of way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

If the space provided is insufficient a form of annexure should be used.

A very short note will suffice

If executed within the State this instrument should be signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 5.

Repeat attestation if necessary.

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

R.P. 13.

New South Wales.

## MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).



C851189, WILLIAM HENRY BOYLE of Carlton Motor Driver

Lodgment ...  
Endorsement ...  
Certificate ...12/6  
5/0  
5/0

C851189

(herein called transferor)

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

(- 10/-) (the receipt whereof is hereby acknowledged) paid to me by

GEORGE ISHERWOOD TAGG of Carlton, Carpenter

(herein called transferee)

do hereby grant and transfer to the said transferee

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	St. George	Part	4211	202	

And the transferor covenants with the transferee Full and free right as appurtenant to the land comprised in Certificate of Title Volume 4217, Folio 89 to permit the gutter and bay window to overhang all that piece of land as shown in the plan hereunto annexed and marked "A" and thereon coloured blue AND IT IS HEREBY agreed and declared that the Transferee or the Registered Proprietor for the time being shall not alter or make any additions to the said bay window

ENCUMBRANCES, &amp;c., REFERRED TO: 189079

Right of way as reserved by Transfer No. B729820  
Mortgage No. B766478Signed at Richdale the 24th day of October 1939Signed in my presence by the transferor  
WILLIAM HENRY BOYLE

WHO IS PERSONALLY KNOWN TO ME

F. M. M. Richdale

Signed

William H. Boyle  
TransferorSigned in my presence by the transferee  
GEORGE ISHERWOOD TAGG

WHO IS PERSONALLY KNOWN TO ME

F. M. M.

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

G. J. Legg  
Transferee

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person likely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

10123 139 SR 1051

B32951

NC851189

LODGED BY FRED W. BERNAC

Solicitor, ROC & D.A.E.

CONSENT OF MORTGAGEE.

THE RURAL BANK OF NEW SOUTH WALES mortgages under Mortgage No. B. 766 478  
release and discharge the land comprised in the within transfer from such mortgage and all claims  
thereunder but without prejudice to any rights and remedies as regards the balance of the land comprised  
in such mortgage. The Common Seal of the Rural Bank is hereunto

Dated at \_\_\_\_\_ this \_\_\_\_\_

day 6/

~~Signed in my presence by~~  
~~who is personally known to me.~~

The Common Seal of the Rural Bank of New South Wales was hereunto affixed in the presence of the Commissioner whose signature is set opposite hereto.

11/01/2012

Commissioner

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer!

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

Signed at the place and on the date above-mentioned, in the presence of—

This form is not appropriate in cases of delegation by trustee.

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

k May be made before  
either Registrar-  
General, Deputy  
Registrar-General,  
Notary Public, J.P.  
Commissioner for  
Affidavits.  
Not required if the  
instrument itself be  
made or acknowledged  
before one of these  
parties.

MEMORANDUM OF TRANSFER

Q. Lot 67 Dep. Plow 4327  
Dr. Carlton

~~State~~  
 Municipality Bexley  
 Parish --- County ---

George Isherwood & Egg Trans/cree.

Particulars entered in Register Book, Vol. 4211 Fol. 202  
- 4217 . 89

the 4<sup>th</sup>. day of December 1939.  
at (minutes) 4 o'clock in the afternoon.

Q. Wilson

Registrat

DOCUMENTS LODGED HERewith

To be filled in by person lodging dealing

Nature.	No.	Reg'd Proprietor, Mfgor, etc.

PROGRESS RECORD *L. B.*

	1st Copy	2nd Copy
to Survey Branch...	2/11	2/11
received from Records...	2/11	2/11
not written ...		
not examined ...		
exam prepared ...		
exam examined ...		
not forwarded ...		
of Engrossers ...		
Station Clerk ...		
Vol.		
...		
...		
...		

the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Civil Justice may appoint.

The fees are :—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

St. JCSH

eq:R852874 /Doc:DL B729820 /Rev:03-Mar-1997 /Sts:OK.OK /Prt:10-Nov-2006 12:04 /Pgs:ALL /Seq:1 of 2  
af:213606 /Src:K



**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

B723820

Lodgment ...  
Endorsement ...  
Certificate ...

*10/10/28*  
*123*  
*10/10/28*

(Truth must not be disclosed in the transfer)

I, GEORGE TAGG of Carlton, Carpenter,

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of One hundred and seventy-five pounds (£ 175. ) (the receipt whereof is hereby acknowledged) paid to me by

WILLIAM HENRY BOYLE of Carlton, Motor Driver,

(herein called transferee)

do hereby transfer to the said transferee

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

No.	County.	Part.	State if Whole or Part.	Vol.	Vol.
	Cumberland	St. George	Part, and being Lot 67 as shown on D.P. 1227 reserving to the transferor as owner for the time being of the residue of the land comprised in Certificate of Title Volume 1793 Folio 131 a right-of-way over	1793	131

that strip of land five feet wide and therein edged blue, as shown on plan annexed hereto and marked with the letter "A".

PLAN REFILED IN  
PLAN ROOM AS E.P.  
180970

*3rd copy submitted*  
*5-1-28*

ENCUMBRANCES, &c., REFERRED TO.

Signed at Kogarah the Second day of October 1928  
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

*Geo. Tagg*

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*Wm. H. Boyle*

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

*William H. Boyle*  
Transferee

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

† N.B.—Section 177 providing that the above Certificate be signed by Transferor or his Solicitor, and renders any person guilty of perjury who signs in a false name or that of his firm.

Any alterations should be made by erasing. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being signed by the parties in the margin of the Certificate.

- a If the two or more states whether or not tenants in common.
- c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their solicitors.
- d These references will suffice if the whole land in the grant or certificate is transferred. If part only add "and being" etc. D.P. or "being the land shown in" etc. D.P. or "being the residue of" etc. land in certificate (or in registered Vol. Folio). Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act 1919, should accompany the transfer.
- e Strike out if unnecessary. Covenants should comply with Section 19 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

A very short note will suffice.



125000

No. \_\_\_\_\_ LODGED BY Fred. W. Beechey  
Edicito Rockdale

CONSENT OF MORTGAGEE.

The Bank of Australasia mortgagee under Mortgage No. B230177  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at Sydney this third day of October 1928  
Signed in my presence by the said BANK who is personally known to me Palmer Kent

THE BANK OF AUSTRALASIA  
By their Attorney Palmer Kent

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.  
(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 6710 Miscellaneous Register under the authority of which he has just executed the within transfer above consent of mortgagee  
Signed at Sydney the third day of October 1928  
Signed at this place and on the date above mentioned, in the presence of Palmer Kent

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

MEMORANDUM OF TRANSFER of  
Acres \_\_\_\_\_ roads 24 1/2 perches.  
lot 67 D.P. 4227  
(Being a Right of Way)  
Shire \_\_\_\_\_  
Municipality Burley  
Parish Orange County \_\_\_\_\_  
William Henry Doyle Transferee.

DOCUMENTS LODGED HEREWITH.  
To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'g'or, etc.

Particulars entered in Register Book, Vol. 792 Fol. 31

the 30 day of October 1928  
at \_\_\_\_\_ minutes 10 o'clock in the \_\_\_\_\_ section.  
William Henry Doyle  
Registrar General.

PROGRESS RECORD.

	Initial	Date
Sent to Survey Branch	<u>W.H.</u>	<u>7/1</u>
Received from Records	<u>W.H.</u>	<u>11/1</u>
Draft written	<u>W.H.</u>	<u>13/1</u>
Draft examined	<u>W.H.</u>	<u>13/1</u>
Diagram prepared	<u>W.H.</u>	<u>13/1</u>
Diagram examined	<u>W.H.</u>	<u>13/1</u>
Draft forwarded	<u>W.H.</u>	<u>13/1</u>
Supt. of Engravers	<u>W.H.</u>	<u>13/1</u>
Cancellation Clerk	<u>W.H.</u>	<u>13/1</u>

Vol. 4211 Fol. 202

Diagram Fees \_\_\_\_\_  
Additional Police \_\_\_\_\_

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge, d'Adresse, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engraving.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

10 October 2007

Our Ref            Certificate No. 18813  
Contact            Customer Service 9562 1666

Skepevski And Co  
PO BOX 1072  
ROCKDALE NSW 2216



Dear Sir/Madam

Following is your planning certificate issued under section 149 (2) of the Environmental Planning and Assessment Act 1979.

Should you have any enquiries, please contact the Council's Customer Service Centre on 9562 1666.

---

## 149 PLANNING CERTIFICATE

(under section 149 of the Environmental Planning and Assessment Act 1979)

### ISSUED TO

Skepevski And Co  
PO BOX 1072  
ROCKDALE NSW 2216

Council    City of Rockdale  
County    Cumberland  
Parish    St George

Fee                    \$40.00  
Receipt No        2319748  
Receipt Date      10 October 2007  
Your Ref

---

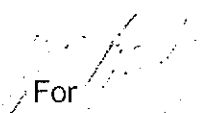
**PROPERTY: 66 RAWSON AVENUE, BEXLEY NSW 2207**

---

Lot 68 DP 4227  
CT-4217/89

Assessment No    23735

**Date    10 October 2007**

  
For  
Chris Watson  
General Manager

2 Bryant Street Rockdale NSW 2216 Australia  
PO Box 21 Rockdale NSW 2216 Australia  
Tel 02 9562 1666 Fax 02 9562 1777 Email [rcc@rockdale.nsw.gov.au](mailto:rcc@rockdale.nsw.gov.au)  
DX 25308 Rockdale [www.rockdale.nsw.gov.au](http://www.rockdale.nsw.gov.au)  
ABN 66 139 730 052

- Notes:**
- (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.
- (2) The *Environmental Planning and Assessment Amendment Act 1997* commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the:
- \* *Environmental Planning and Assessment (Amendment) Regulation 1998*,
  - \* *Environmental Planning and Assessment (Further Amendment) Regulation 1998* and
  - \* *Environmental Planning and Assessment (Savings and Transitional) Regulation 1998*.

# **1 Names of relevant State environmental planning policies, regional environmental plans, local environmental plans and development control plans**

## **(1)(a) The names of each local environmental plan and deemed environmental planning instrument applying to the land**

Rockdale Local Environmental Plan 2000

## **(1)(b) The names of each draft local environmental plan applying to the land that has been placed on exhibition under section 66 (1) (b) of the Act**

Draft Rockdale Local Environmental Plan 2000 (Amendment No 35) (will only apply to land to which *Rockdale Local Environmental Plan 2000* applies)

Draft Rockdale Local Environmental Plan 2000 (Amendment No 43) (will only apply to land to which *Rockdale Local Environmental Plan 2000* applies)

Draft Rockdale Local Environmental Plan 2000 (Amendment No 45) (will only apply to land to which *Rockdale Local Environmental Plan 2000* applies)

## **(1)(c) The names of each development control plan applying to the land that has been made by the relevant planning authority under Division 6 of Part 3 of the Act (including any made by the council under section 72, or the Director-General under section 51A, before the repeal of those sections)**

Name	Description
Development Control Plan No 15	Industrial Development (Applies to all land within Zones 3 (a), 3 (b), 3 (d), 4 (b), 4 (c), 5, 5 (b), 10 (a), 10 (b) and 10 (c))
Development Control Plan No 28	Requirements for Access
Development Control Plan No 29	Outdoor Advertising
Development Control Plan No 31	Requirements for Child Care Centres
Development Control Plan No 34	Villa and Townhouse Development (Applies to all land within Zones 2(b), 2 (b1), 2 (b2), 2 (c), 2 (c1), 2 (c2), 5 and 5 (b), all land within Zone 2 (a) under <i>Rockdale Local Environmental Plan 2000</i> and certain land within Zone 2 (a) under the <i>Rockdale Planning Scheme Ordinance</i> )
Development Control Plan No 35	Residential Flat Buildings (Applies to all land within Zones 2 (c), 2 (c1), 2 (c2), 5 and 5 (b))
Development Control Plan No 36	Brothels
Development Control Plan No 39	Dual Occupancy and Granny Flat Development (Applies to all land within Zones 2 (a1), 2 (a),

	2 (b), 2 (b1), 2 (b2), 2 (c), 2 (c1), 2 (c2), 5 and 5 (b))
Development Control Plan No 40	Housing for Older People or People with a Disability (Applies to all land within Zones 2 (a1), 2 (a), 2 (b), 2 (b1), 2 (b2), 2 (c), 2 (c1), 2 (c2), 3 (a), 5, 5 (b), 10 (a) and 10 (b) and certain land within Zone 5 (a))
Development Control Plan No 42	Boarding-houses, Hostels and Group Homes (Applies to all land within Zones 2 (c1), 2 (c2), 3 (a), 5, 5 (b), 10 (a) and 10 (b) and certain land within Zones 2 (a), 2 (b), 2 (b1), 2 (b2) and 2 (c))
Development Control Plan No 46	Amusement Centres (Applies to all land within Zone 3 (a))
Development Control Plan No 50	Community Engagement in Development Decisions
Development Control Plan No 52	Goods and Signs on Public Places
Development Control Plan No 53	Construction Site Waste Management and Minimisation
Development Control Plan No 56	Dwelling House Development (Applies to all land within Zones 2 (a1), 2 (a), 2 (b), 2 (b1), 2 (b2), 2 (c), 2 (c1), 2 (c2), 2 (e), 5 and 5 (b))
Development Control Plan No 57	Exempt and Complying Development (Applies to all land within the City of Rockdale to which <i>Rockdale Local Environmental Plan 2000</i> applies)
Development Control Plan No 60	Amendments to Residential Development Controls (Applies to all land to which Development Control Plan No 34, 35, 39 or 56 applies)
Development Control Plan No 61	Amendments to Council's Development Control Plans (Applies to all land to which <i>Rockdale Local Environmental Plan 2000</i> applies)
Development Control Plan No 67	Crime Prevention Through Environmental Design
Development Control Plan No 70	Radiocommunications and Telecommunications
Development Control Plan No 71	Landscape Design Principles and Guidelines

**(2)(a) The names of each regional environmental plan applying to the land, and**

**(2)(b) The names of each draft regional environmental plan applying to the land that has been placed on exhibition under section 47 (b) of the Act**

Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment (only applies to land within the Georges River Catchment, being, in the Rockdale City Council area, certain land within the suburbs of Dolls Point, Ramsgate, Sandringham and Sans Souci)

Draft Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment (Amendment No 1) (will only apply to land within the Georges River Catchment, being in the Rockdale City Council Area, certain land within the suburbs of Dolls Point, Ramsgate, Sandringham and Sans Souci)

**(3)(a) The names of each State environmental planning policy applying to the land, and**

**(3)(b) The names of each draft State environmental planning policy applying to the land that has been publicised as referred to in section 39 (2) of the Act.**

<b>Name</b>	<b>Description</b>
State Environmental Planning Policy No 1	Development Standards
State Environmental Planning Policy No 4	Development Without Consent and Miscellaneous Complying Development (Does not apply to land, in the Rockdale City Council area, referred to in clause 4 (2) and (6) of the Policy)
State Environmental Planning Policy No 6	Number of Storeys in a Building
State Environmental Planning Policy No 8	Surplus Public Land (Does not apply to land referred to in clause 3 (2) of the Policy)
State Environmental Planning Policy No 9	Group Homes
State Environmental Planning Policy No 10	Retention of Low-Cost Rental Accommodation
State Environmental Planning Policy No 11	Traffic Generating Developments
State Environmental Planning Policy No 16	Tertiary Institutions (Only applies to land referred to in clause 4 of the Policy)
State Environmental Planning Policy No 19	Bushland in Urban Areas
State Environmental Planning Policy No 21	Caravan Parks
State Environmental Planning Policy No 22	Shops and Commercial Premises
State Environmental Planning Policy No 27	Prison Sites
State Environmental Planning Policy No 30	Intensive Agriculture
State Environmental Planning Policy No 31	Sydney (Kingsford Smith) Airport (Only applies to land referred to in clause 4 of the Policy)
State Environmental Planning Policy No 32	Urban Consolidation (Redevelopment of Urban Land) (Does not apply to land referred to in Schedule 1 to the Policy)
State Environmental Planning Policy No 33	Hazardous and Offensive Development
State Environmental Planning Policy No 35	Maintenance Dredging of Tidal Waterways
State Environmental Planning Policy No 43	New Southern Railway
State Environmental Planning Policy No 48	Major Putrescible Land Fill Sites
State Environmental Planning Policy No 50	Canal Estates
State Environmental Planning Policy No 53	Metropolitan Residential Development (Only applies to land in the Rockdale City Council area to the extent that clauses 33 to 35 of the Policy apply)
State Environmental Planning Policy No 55	Remediation of Land
State Environmental Planning Policy No 60	Exempt and Complying Development (Only applies to land in the Rockdale City Council area to the extent that the Policy amends State Environmental Planning Policy No 4)
State Environmental Planning Policy No 62	Sustainable Aquaculture
State Environmental Planning Policy No 64	Advertising and Signage
State Environmental Planning Policy No 65	Design Quality of Residential Flat Development
State Environmental Planning Policy No 69	Major Electricity Supply Projects
State Environmental Planning Policy No 70	Affordable Housing (Revised Schemes) (While this Policy applies generally to all

State Environmental Planning Policy	land within the Greater Metropolitan Region it does not apply directly to any land in the Rockdale City Council area) (Seniors Living) 2004 (Only applies to land referred to in clause 4 (1) of the Policy and does not apply to land referred to in clause 4 (2) of the Policy) and including Amendment No 2.
State Environmental Planning Policy	(Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy	(ARTC Rail Infrastructure) 2004
State Environmental Planning Policy	(Sydney Metropolitan Water Supply) 2004
State Environmental Planning Policy	(Major Projects) 2005
State Environmental Planning Policy	(Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy	(Temporary Structures and Places of Public Entertainment) 2007
Draft State Environmental Planning Policy	Subdivision
Draft State Environmental Planning Policy No 66	Integration of Land Use and Transport
Draft State Environmental Planning Policy	(Application of Development Standards) 2004
Draft State Environmental Planning Policy	(Infrastructure) 2006
Draft State Environmental Planning Policy No 64	Advertising and Signage ()
Draft State Environmental Planning Policy	(Major Projects) 2005 (Amendment No 16)

## 2 Zoning and land use under relevant local environmental plans

For each local environmental plan, deemed environmental planning instrument and draft local environmental plan applying to the land that includes the land in any zone (however described):

- 2(a) the identity of the zone, whether by reference to a name or by reference to a number,
- 2(b) the purposes for which the plan or instrument provides that development may be carried out within the zone without the need for development consent,
- 2(c) the purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent,
- 2(d) the purposes for which the plan or instrument provides that development is prohibited within the zone

The following zone or zones apply under the local environmental plan or deemed environmental planning instrument referred to in question 1 (1) (a):

### 2 (a) - Low Density Residential

Purposes for which development may be carried out without the need for

**development consent:**

Exempt development.

**Purposes for which development may not be carried out except with development consent:**

Attached dual occupancies; boarding houses \*; child care centres; community facilities; detached dual occupancies; dwelling houses; educational establishments; granny flat housing; guest houses; hospitals; hostels; housing for older people or people with a disability; medium density housing (single storey); places of public worship; professional consulting rooms; public buildings; public transport facilities; recreation areas; roads utility installations other than gas holders or generating works.

**Purposes for which development is prohibited:**

Any development that is not allowed without or only with consent.

Note: \* Boarding-houses are only permitted on land within this zone specifically identified in clause 32.

No draft local environmental plan applies to the land that includes the land in any zone.

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

Clause 29 (1) (c) of *Rockdale Local Environmental Plan 2000* generally prohibits the erection of a dwelling house on any allotment of land within residential Zone 2 (a1) or 2 (a) if it has an area of less than 460 square metres or a width of less than 15 metres at the front alignment of the building. (This prohibition does not apply to a parcel of land existing as a separate parcel on 30 March 1973.)

**Note:**

- (1) Whether or not such a requirement applies to the land under any local environmental plan, deemed environmental planning instrument or draft local environmental plan, the Council does set minimum dimensions and areas for new residential allotments within Zones 2 (a1), 2 (a), 2 (b), 2 (b1) and 2 (b2) under its "Residential Subdivision Code".
- (2) The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

**2(f) whether the land includes or comprises critical habitat**

The land does not include or comprise critical habitat.

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

The land is not in a conservation area.

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

There is no item of environmental heritage or proposed item of environmental heritage situated on the land.

**3 [Repealed]**

**4 Coastal protection**

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been so notified by the Department of Public Works

The land is not affected.

**5 Mine subsidence**

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

The land is not so proclaimed.

**6 Road widening and road realignment**

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

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

The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument or any resolution of the Council.

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

Whether or not the land is affected by a policy:

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

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

**Contaminated Land Policy**



The Council has adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. The Council's records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

#### **Policy on Rezoning and Development of Land Affected by Aircraft Noise and Airport Related Height Controls**

The Council resolved on 4 October 2006 to adopt a policy for assessing the appropriateness of rezoning and development in areas affected by aircraft noise and airport related height controls. This policy applies to all land within the City of Rockdale.

#### **Other policies**

The land is not affected by any other such policy that restricts the development of the land.

### **7A Flood related development control information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

The development of the land or part of the land for any such purpose is not subject to flood related development controls.

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

The development of the land or part of the land for any other purpose is not subject to flood related development controls.

**Note:** (1) Words and expressions in Question 7A have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

(2) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

## **8 Land reserved for acquisition**

Whether or not any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act

The land is not affected by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

## **9 Contributions plans**

The name of each contributions plan applying to the land

Rockdale Section 94 Contributions Plan 2004

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**Note:** Rockdale Section 94 Contributions Plan (Amendment No 4) and Rockdale Section 94 Contributions Plan 1998 will continue to apply to all development applications and applications for complying development certificates made prior to 1 June 2004.

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## **10 Matters arising under the Contaminated Land Management Act 1997**

- (a) that the land to which the certificate relates is within land declared to be an investigation area or remediation site under Part 3 of that Act (if it is within such an area or site at the date when the certificate is issued)
- (b) that the land to which the certificate relates is subject to an investigation order or a remediation order within the meaning of that Act (if it is subject to such an order at the date when the certificate is issued)
- (c) that the land to which the certificate relates is the subject of a voluntary investigation proposal (or voluntary remediation proposal) the subject of the Environment Protection Authority's agreement under section 19 or 26 of that Act (if it is the subject of such a proposal, and the proposal has not been fully carried out, at the date when the certificate is issued)
- (d) that the land to which the certificate relates is the subject of a site audit statement within the meaning of Part 4 of that Act (if a copy of such a statement has been provided at any time to the local authority issuing the certificate)

The land is not affected.

## **11 Bush fire prone land**

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

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

None of the land is bush fire prone land.

**12 Property vegetation plans**

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land is not land to which a property vegetation plan applies.

**[End of information under section 149 (2)]**

## **ADVICE UNDER SECTION 149 (5)**

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**Note:** The Council is under no obligation to furnish any of the information supplied below. The Council draws your attention to section 149 (6) which states that a council shall not incur any liability in respect of any advice provided in good faith under section 149 (5).

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This is not the full advice provided by the Council under section 149 (5). The Council may, upon application and payment of the prescribed fee, include advice on other matters which may affect the land. (Attached to this certificate is a list of the matters on which advice which will be provided on application.

The following information is provided under section 149 (5) without charge:

**Details of any resolution of the Council to alter the zoning of the land or to alter the provisions of an environmental planning instrument applying to the land, where such an alteration has not yet been placed on exhibition under section 66 (1) (b) of the Act**

### **Draft Rockdale Local Environmental Plan 2008**

The Council resolved on 16 May 2007 to prepare a comprehensive draft local environmental plan for the whole City of Rockdale. This draft LEP, upon gazettal, is intended to replace *Rockdale Local Environmental Plan 2000*. Council has not made any decisions on zonings and other planning provisions in the draft LEP.

The draft plan has not yet been placed on exhibition under section 66 (1) (b) of the Act.

**[End of advice under section 149 (5)]**

## IMPORTANT NOTICE TO PURCHASERS

### ALTERATIONS AND ADDITIONS TO BUILDINGS

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Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Development Control Plan No. 57 - Exempt and Complying Development*. All other building work does require the Council's approval.

The Council has a number of codes and development controls plans that may be obtained from the Council to assist you if you are proposing building works.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 9562 1666.

## LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 149 (5)

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The Council will provide advice on the following additional matters not included in this Planning Certificate under section 149 (2) upon application for a full certificate and payment of the \$100 fee. The Council cannot issue advice under section 149 (5) separately.

- A Details of any resolution of the Council to alter the zoning of the land or to alter the provisions of an environmental planning instrument applying to the land, where such an alteration has not yet been placed on exhibition under section 66(1)(b) of the Act.
- B Details of any provision in a Local Environmental Plan or deemed Environmental Planning Instrument applying to the land which:
  - (i) Permits any development or class of development without the need for development consent, or
  - (ii) Requires development consent for any development or class of development or
  - (iii) Restricts or prohibits any development or class of development.
- C Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.
- D Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- E Details of any tree preservation order applying to the land.
- F Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.

## SEWERAGE SERVICE DIAGRAM

Municipality of *Rockdale (Bexley)*No. *748231*

- ☐ Boundary Trap  
☐ Psc  
☐ G.I. Grease Interceptor  
☐ Gully  
☐ P.T. P. Trap  
☐ R.S. Reflux Sink

## SYMBOLS AND ABBREVIATIONS

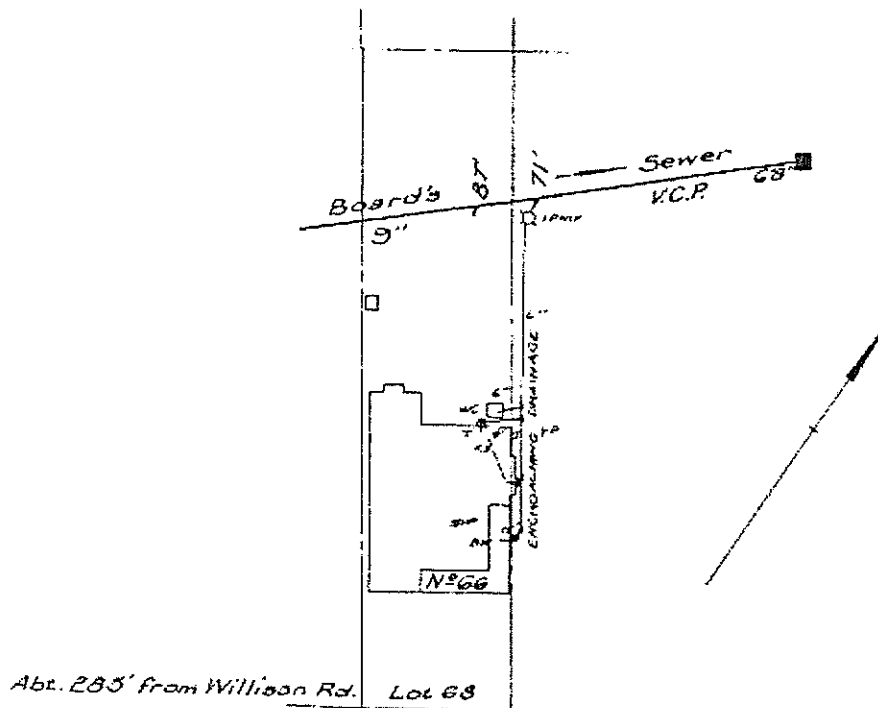
- |   |                   |                          |
|---|-------------------|--------------------------|
| <input type="checkbox"/> R.V. Reflux Valve      | I.P. Induct Pipe  | Bsn. Basin               |
| <input type="checkbox"/> Cleaning Eye           | M.F. Mica Flap    | Shr. Shower              |
| <input type="checkbox"/> Vert. Vertical Pipe    | T. Tubs           | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> V.P. Vent. Pipe        | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste         |
| <input type="checkbox"/> D.C.C. Down Cast Cowl  | B.W. Bath Waste   | W.M. Washing Machine     |

Scale: 40 Feet To An Inch

## SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

'Note: Position of House Service drainage shown thus ----- is assumed'



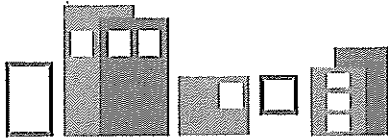
RAWSON AVE.

RATE No. .... W.C.s. .... U.C.s. .... 19  
 SHEET No. *05811* OFFICE USE ONLY For Engineer House Services

DRAINAGE		PLUMBING	
W.C.	Supervised by	Date	Supervised by
Bch.		Date	
Shr.		Date	
Bsn.	Examined by	Inspector	Inspector
K.S.		Outfall SW	
T.		Drainer	
Pig.	Chief Inspector	Plumber	

994 521

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and contents of sewerage service, connections, materials, pipes, manholes and structures shown on this diagram are not guaranteed by Sydney Water.



**BUILDING CERTIFICATES AUSTRALIA PTY LTD**  
Building Regulations, Certification & Fire Safety Consultants  
ARN 25 105 970 97

- construction, compliance & occupation certificates
- fire safety inspections for building upgrades
- pre-development compliance advice
- principal certifying authority (PCA)
- liaising with local authorities
- BCA compliance reporting
- project management
- building approvals
- strata approval

## OCCUPATION CERTIFICATE

*Issued under the Environmental Planning and Assessment Act 1979  
Sections 109C (1) (c) and 109H*

<b>Certificate No.</b>	228/12
<b>Subject Land Lot and DP:</b>	66 Rawson Street, Bexley NSW 2207 Lot 68 DP 4227
<b>Applicant Name: Address: PH:</b>	Joumana Tanana 66 Rawson Street, Bexley NSW 2207 0403 210 506
<b>Owner</b>	Joumana Tanana
<b>Type of Certificate Final or Interim: Determination: Date of Determination: Whole/Part of building works: Description of part (if applicable): BCA Classification: Use:</b>	Final Approved 10/08/2012 Whole  Class 1a, Class 10b Residential
<b>Attachments</b>	– Appendix of Supporting Documents
<b>DA No. DA Determination Date: Issued by:</b>	DA-2009-362 25/11/2009 Rockdale City Council
<b>Construction Certificate No. Determination Date:</b>	063/10 14/04/2010
<b>Principal Certifying Authority Accreditation Level: Registration No.: Accreditation Body:</b>	A1 - Accredited Certifier - Building Surveying Grade 1 BPB 0081 Building Professionals Board

**I certify that:**

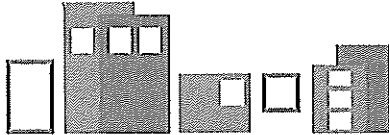
- the health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- a current development consent or complying development certificate is in force for the building, and
- if any building work has been carried out,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

Signed:

  
Orlando Da Silva  
Principal Certifying Authority

Date: 10/08/2012





**BUILDING CERTIFICATES AUSTRALIA PTY LTD**  
Building Regulations, Certification & Fire Safety Consultants  
ABN 45 105 090 697

## APPENDIX OF SUPPORTING DOCUMENTS FOR OC NO. 228/12

<b>CRITICAL STAGE INSPECTIONS</b>		<i>Section 109E (3) (d) of the Act &amp; Clause 162A of the Reg's</i>	
In the case of a class 1 or 10 building,	Critical Stage Inspections (Attached)	Inspection Date	
at the commencement of the building work, (Pre CC/CDC Inspection) and	Yes <input checked="" type="checkbox"/> Missed <input type="checkbox"/> N/A <input type="checkbox"/>	16/03/2010	
after excavation for, and prior to the placement of, any footings, and	Yes <input checked="" type="checkbox"/> Missed <input type="checkbox"/> N/A <input type="checkbox"/>	20/07/2010 & 05/08/2010	
prior to pouring any in-situ reinforced concrete building element, and	Yes <input checked="" type="checkbox"/> Missed <input type="checkbox"/> N/A <input type="checkbox"/>	21/10/2011, 18/11/2011 & 13/12/2011	
prior to covering of the framework for any floor, wall, roof or other building element, and	Yes <input checked="" type="checkbox"/> Missed <input type="checkbox"/> N/A <input type="checkbox"/>	07/09/2010	
prior to covering waterproofing in any wet areas, and	Yes <input checked="" type="checkbox"/> Missed <input type="checkbox"/> N/A <input type="checkbox"/>	16/08/2010	
prior to covering any stormwater drainage connections, and	Yes <input checked="" type="checkbox"/> Missed <input type="checkbox"/> N/A <input type="checkbox"/>	07/09/2010	
in the case of a swimming pool, before the pool is filled with water, and	Yes <input checked="" type="checkbox"/> Missed <input type="checkbox"/> N/A <input type="checkbox"/>	22/05/2012	
after the building work has been completed and prior to any occupation certificate	Yes <input checked="" type="checkbox"/> Missed <input type="checkbox"/> N/A <input type="checkbox"/>	22/05/2012	

### STATUTORY DOCUMENTS:

1. Application for a Occupation Certificate.

### STRUCTURAL CERTIFICATION

2. Structural Engineer's certification covering all structural work carried out:  
➤ Structural Engineering letter provided by GEC Consulting dated 29/03/2012 & 05/07/2012.

### FIRE SAFETY REQUIREMENTS

3. Certification of installation of a Smoke Alarm system in accordance with AS3786 and BCA 3.7.2.3. Smoke alarms must be connected to the consumer mains power.  
➤ Certification letter provided by BSM Electrical dated 17/03/2012.

### GENERAL

4. Plumbing works complies with AS 3500  
➤ Certification letter dated 4/8/2010 attached.
5. Electrical works complies with AS3000  
➤ Certification letter provided by BSM Electrical dated 17/03/2012.
6. Certification that all new waterproofing to wet areas comply with F1.7/3.8.1.2 of the BCA and AS3740.  
Including verification that the waterproof application is an accredited product in accordance with Part A2.2 of the Building Code of Australia.  
➤ Certification letter provided by AQUA Waterproofing & Silicone dated 18/08/2010.
7. Glazing complies with AS1288.  
Certification for all glazed assemblies (including doors, windows, louvres and shopfronts) in external walls to comply with AS2047 (Windows in buildings – Selection and installation).  
➤ Certification letter provided by Nova Aluminium & Glass Pty Ltd dated 03/05/2012 & 28/5/2012.
8. Certification from a qualified pest controller to the effect that termite protection measures have been implemented into the building construction in accordance with AS3660.1 and the Building Code of Australia.  
➤ Certification letter provided by D & G Pest Control Pty Ltd dated 20/10/2010.
9. Detailed survey of the new works, including RL levels for all floors, ridge lines of the building(s) and that there are no encroachments to Council property or to neighbouring lands. (Works-as-Executed) must identify (setback) and height (floor levels and overall) within the survey.  
➤ Survey provided by J. P. Bates & Inwood Pty Ltd dated 17/07/2012.