

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent **Australian Property Choice** Phone: **0412800400**
426 Stoney Creek Road, Kingsgrove Dc, NSW 2208

Co-agent

Vendor **Raul Micheal Gama and Vera Lucia Crispin Carmona**
22 Handley Avenue, Bexley North, NSW 2207

Vendor's Solicitor **Isler Mihalatos & Associates** Phone: **02 8283 8955**
Unit 3, 28 Norfolk Avenue, Beverly Hills NSW 2209 Fax: **02 8088 8011**
Ref: **MI:IM:0210/17**

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

Land **22 Handley Avenue, Bexley North, New South Wales 2207**
(Address, plan details and title reference) **Registered Plan: Lot 45 Plan DP18677**
Folio Identifier 45/18677

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: x1 split system Air conditioner

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

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☐ 8 sewerage connections diagram
- ☒ 9 sewer mains diagram
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 section 317A certificate (certificate of compliance)
- ☐ 14 building certificate given under *legislation*
- ☐ 15 insurance certificate (Home Building Act 1989)
- ☐ 16 brochure or note (Home Building Act 1989)
- ☐ 17 section 24 certificate (Swimming Pools Act 1992)
- ☐ 18 lease (with every relevant memorandum or variation)
- ☐ 19 other document relevant to tenancies
- ☐ 20 old system document
- ☐ 21 Crown tenure card
- ☐ 22 Crown purchase statement of account
- ☐ 23 ~~Statutory declaration regarding vendor duty~~

Strata or community title (clause 23 of the contract)

- ☐ 24 property certificate for strata common property
- ☐ 25 plan creating strata common property
- ☐ 26 strata by-laws not set out in *legislation*
- ☐ 27 strata development contract or statement
- ☐ 28 strata management statement
- ☐ 29 leasehold strata - lease of lot and common property
- ☐ 30 property certificate for neighbourhood property
- ☐ 31 plan creating neighbourhood property
- ☐ 32 neighbourhood development contract
- ☐ 33 neighbourhood management statement
- ☐ 34 property certificate for precinct property
- ☐ 35 plan creating precinct property
- ☐ 36 precinct development contract
- ☐ 37 precinct management statement
- ☐ 38 property certificate for community property
- ☐ 39 plan creating community property
- ☐ 40 community development contract
- ☐ 41 community management statement
- ☐ 42 document disclosing a change of by-laws
- ☐ 43 document disclosing a change in a development or management contract or statement
- ☐ 44 document disclosing a change in boundaries
- ☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

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

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.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay 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.
7. 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.
8. 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.

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"> • a <i>bank</i>; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>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.

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.

Conditions of sale by auction

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS

The following Special Conditions prevail to the extent of any inconsistencies with the general printed conditions of this contract.

30. Amendments to printed form

The printed form of the contract is amended as follows:

- (a) Page 1 – If there is a land tax charge on the subject property then the Land Tax adjustment box is deemed to be marked “YES” notwithstanding that the Land Tax Adjustment section may be or not be marked “NO”.
- (b) Page 1 - If there is a copy of a lease attached to this contract, then the sale of the property is subject to that lease even if page 1 of the contract states that VACANT POSSESSION is to be given.
- (c) Clause 1 – The definition of “settlement cheque” is to be deleted and replaced with

“an unendorsed cheque made payable to the person to be paid and drawn on its own funds by a bank that carries on business in Australia or any other cheque authorised in writing by the vendor or the vendors solicitor.”
- (d) Clause 7.1.1 – delete “5% of the price” and substitute “\$1.00”.
- (e) Clause 8.1 – delete “on reasonable grounds,”
- (f) Clause 16.5 – delete the words “plus another 20% of that fee”
- (g) Clause 16.8 – deleted in its entirety
- (h) Clause 16.12 – deleted in its entirety
- (i) Clause 23.9 – deleted in its entirety
- (j) Clause 23.18 – deleted in its entirety
- (k) Clause 28 – deleted in its entirety

31. Pre-Contractual Representations Excluded from Contract

This contract constitutes the entire agreement between the vendor and purchaser. The purchaser acknowledges that they have not entered into and are not bound by any collateral or other agreement apart from this contract.

The purchaser acknowledges that no representations, inducements or warranties have been made by the vendor or its agents or representatives relating to the present state or condition of the property, its suitability for the purposes of the purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property. The purchaser purchases the property in its existing condition and state of repair.

The vendor is not required to comply with any condition imposed by a competent authority concerning an application made by or on behalf of the purchaser relating to any proposed use or development of the property.

32. Liquidated Damages

If the purchaser does not complete this contract by the completion date then the purchaser must pay to the vendor on completion or termination (whichever first occurs), in addition to the balance of the purchase price, interest on that balance purchase price of ten per centum (10%) per annum calculated from the day stipulated for completion but excluding the day of the actual completion or termination. The interest calculated on daily balances and adjustments, must be made as at the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion. The purchaser shall not require the vendor to complete this contract until such payment is made and the purchaser acknowledges that such payment is a genuine assessment by the parties of the loss and expense thereby suffered by the vendor.

Payment of interest under this clause is an essential term of this contract.

The purchaser need not pay interest under this clause for any period that the purchaser's failure to complete is caused solely by the vendor.

33. Completion

If a party does not complete this contract on the Completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default, a notice to complete, requiring the party in default to complete this contract within 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.

Furthermore, the purchaser agrees to pay as an adjustment on settlement the sum of \$220.00 (inclusive of GST) representing agreed expenses incurred by the vendor's solicitors for the drafting, engrossing and serving of a notice to complete upon the purchaser.

34. Agents Commission Indemnity

The purchaser warrants that the purchaser has not been introduced to the property by any real estate agent other than the real estate agent disclosed in this contract and hereby agrees to indemnify the vendor against any claim action, suit or demand for agents commission that may be made against the vendor and arising out of completion of this contract and should it be proved that the purchaser was so introduced by such an agent. This clause shall not merge on completion.

35. Building Certificate

The purchaser acknowledges and agrees that:

- 35.1. If a building certificate is not attached to this contract the vendor does not hold a building certificate in respect of the property.
- 35.2. Despite clause 11, if the purchaser applies for a building certificate before completion and the council makes a *work order*, refuses to issue the certificate for any reason or informs the purchaser of work to be done before it will issue the certificate, then:
 - (i) The purchaser must not require the vendor to comply with the *work order*, remedy the reason or do the work; and
 - (ii) The purchaser must not make a *requisition*, or claim, or attempt to delay completion or attempt to *rescind* or *terminate* because of any matter referred to in or arising out of this special condition; and
 - (iii) The purchaser indemnifies the vendor against any liability, loss, claim, damages, costs and expenses arising from or in connection

with the purchaser applying for a building certificate and any work order notice or requirement of the council arising from that application.

36. Insolvency, death or Bankruptcy

Without affecting any other rights of either party, if the purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager or official manager of it appointed, the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate the contract in accordance with clause 9.

If the vendor or purchaser (or any of them) is a natural person and prior to completion dies or becomes bankrupt, the vendor may rescind this contract.

37. Personal Guarantee

The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian Stock Exchange.

- (a) In consideration of the vendor entering this contract at the guarantors request, the guarantor unconditionally and irrevocably guarantees to the vendor:
 - (i) The payment of all money payable by the purchaser under this contract; and
 - (ii) The performance of all the purchasers other obligations under this contract.
- (b) The Guarantor:
 - (ii) Indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract: and
 - (iii) Must pay on demand any money due to the vendor under this indemnity.
- (c) The guarantor is jointly and severally liable with the purchaser to the vendor for:
 - (ii) The purchaser's performance of its obligations under this contract; and
 - (iii) Any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.
- (d) Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the guarantor may:
 - (ii) Claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or guarantor to the vendor or liable under a security for money payable by the purchaser or the guarantor; or
 - (iii) Prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (e) The guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendors exercise or attempted exercise of any right under this clause.
- (f) The guarantors obligations are not affected if:

- (ii) The vendor releases or enters into a composition with the purchaser;
 - (iii) A payment made to the vendor is later avoided; or
 - (iv) The vendor assigns or transfers the benefit of this contract.
- (g) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantors obligations under this clause.
- (h) The guarantors obligations under this clause are not released, discharged or otherwise affected by:
- (ii) The grant of any time, waiver, covenant not to sue or other indulgences;
 - (iii) The release (including a release as part of a novation) or discharge of any person;
 - (iv) An arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - (v) An extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (vi) Any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - (vii) Payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or
 - (viii) The winding-up of the purchaser.
- (i) The guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.
- (j) If there is more than 1 guarantor, the obligations and indemnities provided by the guarantor under this clause, apply jointly and severally to each and every guarantor.

signature of director/guarantor 1

signature of director/guarantor 2

38. Deposit Guarantee

- (a) In this contract, "Deposit Guarantee" means the deposit guarantee issued to the vendor at the request of the purchaser to secure payment of the deposit. The Deposit Guarantee must be issued by an Australian Bank or other Australian institution acceptable to the vendor, and be in a form acceptable to the vendor at its sole discretion.
- (b) Subject to the following provisions of this clause, the purchaser is entitled to pay the deposit by way of a deposit guarantee, the delivery of the Deposit Guarantee on or before the date of this contract, to the person nominated in this contract as deposit holder will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount set out in the Deposit Guarantee to the vendor in cash or by endorsed bank cheque on completion of this contract or at any other time as may be provided for the deposit to be accounted for to the vendor.
- (d) If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid to the vendor by the issuer of the Deposit Guarantee, the purchaser will immediately pay the deposit (or so much of the deposit as has not been paid) to the deposit holder.
- (e) The vendor acknowledges that payment by the issuer of the Deposit Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under the preceding subclause.
- (f) If the purchaser pays the deposit by way of a deposit guarantee and the vendor, or the vendors solicitor, advises the purchasers solicitor, in writing at any time after exchange of contracts and before completion, that the vendor has exchanged contracts of sale whereby the vendor (or any one of them) is noted as the purchaser the purchaser will allow to the vendor, on completion, the cost to the vendor of obtaining a subsequent deposit guarantee on the vendors purchase.

39. Payment of Deposit by Instalments

In the event;

- (a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (b) The purchaser has a deposit of less than ten per centum (10%) of the purchase price; and
- (c) The vendor terminates this contract;

Then the vendor shall be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this is right and shall be in addition to and shall not be limited to any remedies available to the vendor herein contained or implied notwithstanding any rule or equity to the contrary. This special condition shall not merge on completion of this contract.

40. Land Tax

The amount to be apportioned for land tax in accordance with clause 14.4 is the amount of land tax assessed by the Commissioner of Land Tax as payable by the vendor for the property in respect of the land tax year in which completion occurs.

41. Non-Merger

The provisions of this contract having application after completion continue to apply despite completion.

42. Severability

Unenforceability of a provision of this contract does not affect the enforceability of any other provision

43. No Obligation to Remove Charges

The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this contract. The vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge of the property for any rate, tax or outgoing and shall be entitled to serve a Notice of Complete on the purchaser notwithstanding that, at the time such Notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

44. Foreign Investment Review Board Approval

The purchaser warrants that:

- (a) The purchaser (and if more than one than each of them) is ordinarily resident in Australia with them meaning of Foreign Takeovers Act 1975;
- (a) The provision of the Foreign Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this purchaser.

In the event of there being such a breach of this warranty whether deliberately or unintentionally the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.

This warranty shall not merge on completion.

45. Early Release of Deposit

Notwithstanding any other term or condition to the contrary contained herein it is mutually agreed that the deposit paid hereunder on exchange of contracts shall be released to the vendor unconditionally. Should the purchaser breach any term or condition of the contract the deposit is forfeited to the vendor.

46. Investment of Deposit

If this contract provides for the investment of the deposit the parties must promptly advise the deposit holder of their respective tax file numbers and do all things reasonably necessary to facilitate the investment of the deposit.

47. Drains Fences Roads

The purchaser purchases the property subject to and will not make any objection, requisition or claim for compensation nor be entitled to rescind or terminate or delay completion of this contract by reason of the property being affected by any one or more of the following;

- (a) Any stormwater channels, drains, pipes, mains or other installations on or passing over or under the property;

- (b) Any of the fences not being on the correct boundary lines and/or being the subject of any contract or order of any Land Board or Court or other competent authority;
- (c) Roads or reservations for roads traversing the property including the location and area thereof and any discrepancy from their location noted on the title deed.

48. Particulars of Title

Despite clause 4, the particulars of title disclosed in this contract are sufficient for the purchaser to prepare the transfer.

49. Zoning – dual occupancy

The vendor discloses that SEPP28 has been repealed and that some provisions of SEPP27 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached section 149 certificate may be inaccurate in respect of those matters.

50. Survey Report

If a survey report is attached to this contract the purchaser acknowledges that there is no obligation or requisition shall be raised nor claim for compensation made in respect of any encroachment (including fences) forming part of the property which encroach onto the land adjoining the property; and the vendor will not be required to show any compliance with the provisions of the Local Government Act or any Regulations, Ordinances, instruments or schemes thereunder.

51. Swimming Pool

If the improvements to the property include a swimming pool the purchaser acknowledges and agrees that:

- 51.1 The purchaser accepts the swimming pool, its surrounds and fencing (if any) in its present state of repair and condition;
- 51.2 The vendor makes no representation or warranty as to whether or not the swimming pool, its surrounds and fencing (if any) comply with the requirements of the Swimming Pool Act, 1992 or the requirements of Council or any other authority.
- 51.3 The purchaser will not, prior to completion, make any application for a certificate under section 24(1) of the Swimming Pools Act;
- 51.4 If Council or any authority issues any notice or an order is made requiring any work done to or in connection with the swimming pool, its surrounds and fencing (if any) then the purchaser must at its own cost carry out all the work necessary to be done;
- 51.5 The purchaser will, on and from completion, do everything (if anything) necessary to be done to ensure that the swimming pool, its surrounds and fencing complies with the Swimming Pool Act 1992.

52. Additional Fees Recoverable by Vendor

- 52.1 The purchaser agrees to pay the vendor \$220.00 (inclusive of gst) on completion by way of a purchaser allowance for each settlement booking that is subsequently cancelled or fails to settle as a result of the purchaser, the purchasers lenders or any other party associated with the purchasers failure to settle. The purchaser acknowledges that this is not a penalty and this payment represents the vendors additional legal fees incurred as a result of the purchasers failure to complete the contract.

- 52.2 The purchaser agrees to pay the vendor an additional settlement fee of \$66.00 (inclusive of gst) for each settlement that is cancelled, by the purchaser or the purchasers lenders, at the actual time of completion and the purchaser acknowledges that this amount represents part of the vendors losses directly attributable to the purchasers failure to complete and is not a penalty.

53. Requisitions on Title

The purchaser acknowledges that the only form of general requisition on title that the purchaser shall be entitled to raise pursuant to clause 5 shall be in the form attached to this contract.

54. Smoke Alarms

- 54.1 The vendor does not warrant that any building erected on the land complies with the Environmental Planning and Assessment Regulation 2000 (Regulation) which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings.
- 54.2 The purchaser must make its own enquiries as to whether any building erected on the property complies with the Regulation and accepts the property and must complete the contract whether or not the Regulation has been complied with.
- 54.3 The purchaser must not make any objection, requisitions or claim for compensation or seek to delay completion, rescind or terminate this contract because of any matter disclosed in this clause.

55. Section 109 / Section 26 Certificate

This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).

- a. The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 109 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said Certificate.
- b. The Vendor hereby authorises the Purchaser to apply for the Section 109 Certificate under the Strata Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least five (5) business days prior to completion.
- c. Should the Purchaser fail to procure the Section 109 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot, the Vendor shall be entitled to charge liquidated damages in accordance with the Special Conditions of the Contract for Sale of Land.
- d. Clauses 23.13, 23.14 and 23.15 are deleted.

56. Inclusions

The purchaser acknowledges and agrees that:

- 56.1 The vendor does not make any representation or warranty about the

condition, working order or state of repair of the inclusions and the purchaser acknowledges and accepts them in the condition and state of repair as at the date of this Contract.

- 56.2 The vendor is not responsible for any fair wear and tear, mechanical breakdown, loss of or damage to the inclusions (other than wilful damage caused by the vendor) which occurs after the date of this Contract and the purchaser must not delay completion, nor make any requisitions, objections or claims for compensation in relation to these matters.

57. Completion Date

If the completion date stated on the front page of contract is greater than forty-two (42) days, the vendor can elect to require the purchaser to complete this contract prior to the completion date (earlier date) provided that the vendor: -

- (i) must give the purchaser or his/her solicitor/conveyancer at least **two (2)** weeks notice in writing;
- (ii) must not require the purchaser to effect completion any earlier than **six (6)** weeks from the date of the contract; and
- (iii) cannot require the purchaser to complete this contract any later than the completion date.

In the event that the vendor requires the purchaser to complete this contract earlier than the completion date, then the earlier date becomes the completion date for the purposes of this contract.

58. GOODS & SERVICES TAX (GST)

Despite any other provision of the Contract if any goods and services tax or a similar value added tax ("GST") is payable by the Vendor in respect of the sale of the property to the purchaser, then the PURCHASE PRICE WILL BE INCREASED by an amount equal to the GST payable by the Vendor on that increased purchase price ("GST amount").

59. Disclosure of Unapproved Works

The Vendor discloses to the Purchaser that the Vendor believes that certain works relating to the extension of the backroom have been carried out at the property without the approval of Rockdale City Council (Council). The Purchaser acknowledges they are aware of the existence of the works and that the Council may not have approved them. The Purchaser warrants to the Vendor that the Purchaser would have entered into this Contract even if there is a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the Council. The Purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination in respect to this Special Condition.



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 45/18677

SEARCH DATE -----	TIME ----	EDITION NO -----	DATE ----
3/4/2017	4:24 PM	2	9/8/2007

LAND

LOT 45 IN DEPOSITED PLAN 18677
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP18677

FIRST SCHEDULE

RAUL MICHEAL GAMA
VERA LUCIA CRISPIN CARMONA
AS JOINT TENANTS

(T AD328098)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AD328099 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

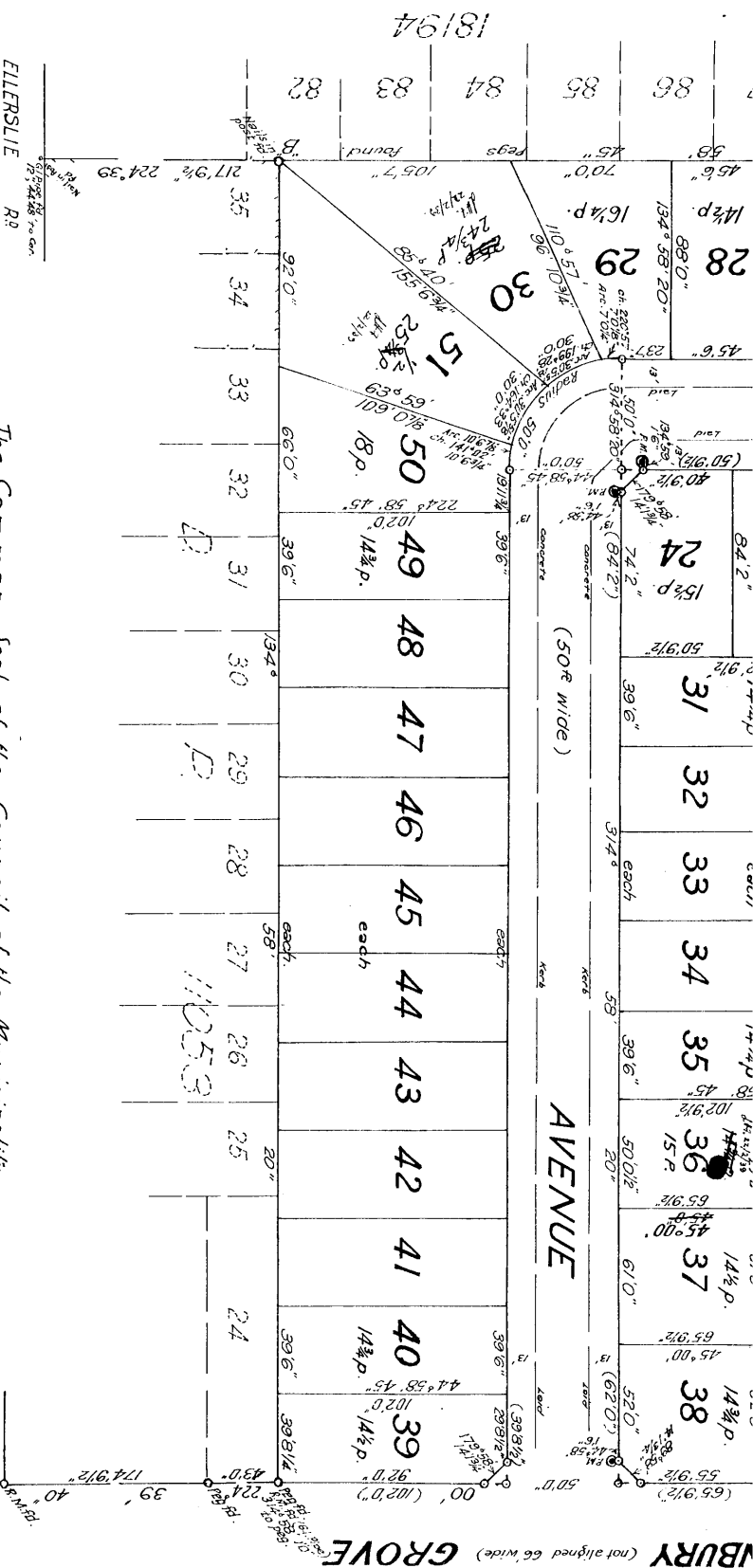
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

Scale - 60' to 1" -

18677^⑤
February 39

FEET INCHES METRES





- Notes:
1. It is intended that Handleys Ave be dedicated to the public.
 2. Restrictive covenants, if any, will be embodied in the transfers of the various lot
 3. P.M.s are concrete blocks.

John Harrison

Joseph Bernard

Town Clerk

D.P.18677

Subscribed and declared before me at
Sydney this 20th day of January, 1939.

John Harrison

I, JOHN HENRY FORSHAM of 25 Allyn St. BEXLEY a surveyor registered under the Surveyors Act 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on the land shown on this plan are correctly represented (c) that all physical objects indicated on the plan are correctly represented and that the survey represented in this plan was made in accordance with the Survey and Land Management Regulations, 1933, by me and was completed on the 20th day of January, 1939, and permanent marks have been placed as shown on plan and by virtue of the provisions of the Oaths Act, 1900.

J.H. Forshaw

Surveyor
Registered under the Surveyors Act, 1929.

Azimuth from 'A-B'

Municipality of ROCKDALE SEWER AVAILABLE Diagram No. 16480C

SYMBOLS AND ABBREVIATIONS							
□	Boundary Trap	R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	○	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
■ G.I.	Grease Interceptor	○ V	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
■	Gully	○ V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
■ P.T.	P. Trap	○ S.V.P.	Soil Vent Pipe	W.C.	Water Closet	F.W.	Floor Waste
■ R.S.	Reflux Sink	D.C.C	Down Cast Cowl	B.W.	Bath Waste		

Existing drainage shown by black lines. Scale: 40 feet to an inch New drainage shown by full blue lines

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

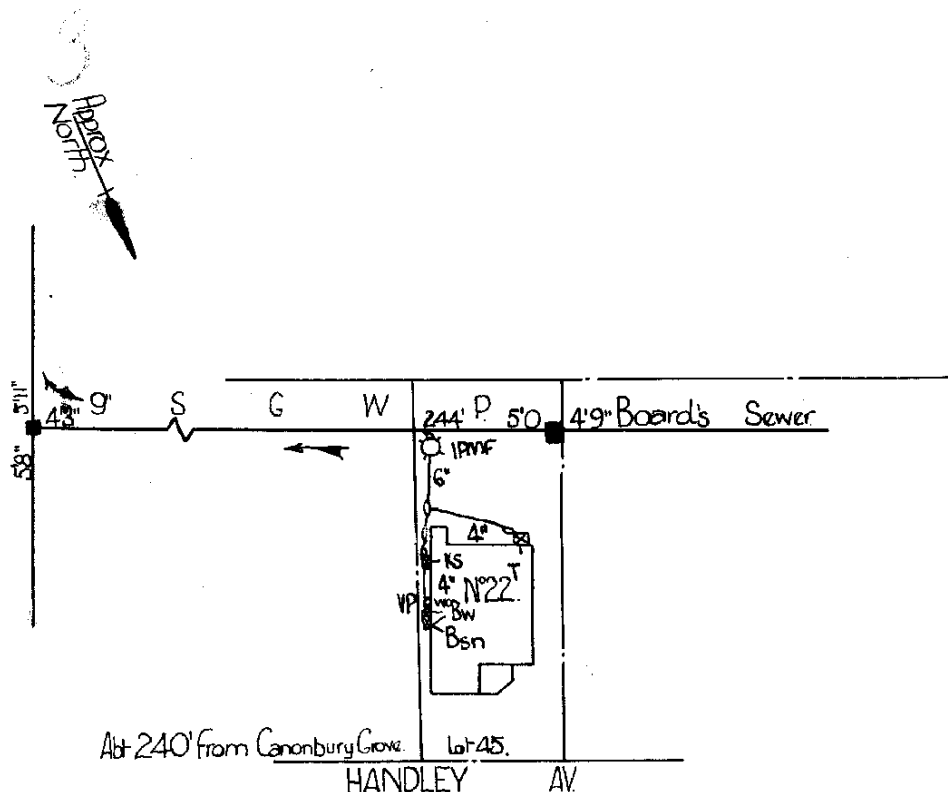
Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned.

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

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

(4" dia. pipes may be used in lieu of 6" dia. pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector)

This work will be tested from



SHEET No 1232

For Engineer-in-Chief

OFFICE USE ONLY			100 C-198			
WC.	Designed by	Date	Inspector	First Visit	Passed	Date
BW		11	This helio must be returned as soon as possible or NOT LATER THAN BTD			
Shr	Inspector					
Bsn						
KS	Examined by					
T.		11				
			Checked with Design and Diagram Inspector			

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

3 April 2017

Our Ref Certificate No. 47123
Contact Customer Service 1300 581 299

InfoTrack Pty Ltd
DX 578
SYDNEY

Dear Sir/Madam

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

This Section 149 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from the former Rockdale City Council.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

149 PLANNING CERTIFICATE

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

ISSUED TO

InfoTrack Pty Ltd
DX 578
SYDNEY

Council Bayside
County Cumberland
Parish St George

Fee 53.00
Receipt No 3764099
Receipt Date 3 April 2017
Your Ref 0210/17:3838

PROPERTY: 22 HANDLEY AVENUE, BEXLEY NORTH NSW 2207

Lot 45 DP 18677

CT

Assessment No 13576

Date: 3 April 2017



For
Meredith Wallace
General Manager

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Notes:	<p>(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.</p> <p>(2) The <i>Environmental Planning and Assessment Amendment Act 1997</i> 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:</p> <p>* <i>Environmental Planning and Assessment (Amendment) Regulation 1998</i>, * <i>Environmental Planning and Assessment (Further Amendment) Regulation 1998</i> and * <i>Environmental Planning and Assessment (Savings and Transitional) Regulation 1998</i>. * <i>Environmental Planning and Assessment Regulation 2000</i></p>
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1 Names of relevant planning instruments and DCPs

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

Rockdale Local Environmental Plan 2011

State Environmental Planning Policy No 19	Bushland in Urban Areas
State Environmental Planning Policy No 21	Caravan Parks
State Environmental Planning Policy No 30	Intensive Agriculture
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 50	Canal Estates Development
State Environmental Planning Policy No 55	Remediation of Land
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 70	Affordable Housing (Revised Schemes)
State Environmental Planning Policy	(Affordable Rental Housing) 2009
State Environmental Planning Policy	(Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy	(Exempt and Complying Development Codes) 2008
State Environmental Planning Policy	(Housing for Seniors and People with a Disability) 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	(Infrastructure) 2007
State Environmental Planning Policy	(Major Development) 2005
State Environmental Planning Policy	(Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy	(Miscellaneous Consent Provisions) 2007 (except Part 3)
State Environmental Planning Policy	(State and Regional Development) 2011

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

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

No Planning Proposal applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The NSW Department of Planning has released for public comment the *Draft State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017* (the *Draft Education and Child Care SEPP*).

The *Draft Education and Child Care SEPP* proposes changes that will make it easier for child-care providers, schools, TAFEs and universities to build new facilities and improve existing ones by streamlining the planning process to save time and money and deliver greater consistency across NSW.

For more information or to determine whether this applies to your property, visit the Department of planning and Environments website at www.planning.nsw.gov.au.

Draft State Environmental Planning Policy (Infrastructure) 2007

The NSW Department of Planning has released for public comment the *Draft State Environmental Planning Policy (Infrastructure) 2007* (the *Infrastructure SEPP*).

The amendments to the *Infrastructure SEPP* propose to simplify the delivery and maintenance of social infrastructure including health facilities, correctional centres, emergency and police services, and council services. They will simplify the approval process while still ensuring appropriate levels of environmental assessment and consultation are undertaken for these activities.

For more information or to determine whether this applies to your property, visit the Department of planning and Environments website at www.planning.nsw.gov.au.

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

Rockdale Development Control Plan 2011

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

2 Zoning and land use under relevant local environmental plans

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

- 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 instrument provides that development may be carried out within the zone without the need for development consent,**
- 2(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,**
- 2(d) the purposes for which the 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):

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that land uses are carried out in a context and setting that minimises any impact on the character and amenity of the area.

2 Permitted without consent

Home-based child care; Home businesses; Home industries; Home occupations; Roads.

3 Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Hostels; Places of public worship; Recreation areas; Respite day care centres; Secondary dwellings; Semi-detached dwellings; Seniors housing; Water supply systems.

4 Prohibited

Any development not specified in item 2 or 3.

- 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,**

No environmental planning instrument applies to the land that fixes minimum land dimensions for the erection of a dwelling.

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 in **Section 4.1.9** of *Rockdale Development Control Plan 2011*.
 - (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 such item situated on the land.

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

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

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

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

Not applicable.

3 Complying development

- 1 The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- 2 The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- 3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a

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

**General Housing Code
Rural Housing Code**

Complying development **may** be carried out on the land under the General Housing Code and Rural Housing Code.

Commercial and Industrial (New Buildings and Additions) Code

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

**Housing Alterations Code
General Commercial and Industrial Code
Subdivisions Code
General Development Code
Demolition Code
Commercial and Industrial Alterations Code
Fire Safety Code**

Complying development **may** be carried out on the land in accordance with the above Codes.

Notes:

- (1) If a reference is made to "part of the land", Complying Development **may** be carried out on the portion of the land not subject to such a restriction.
- (2) This certificate only addresses matters raised in Clause 1.17 and Clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
-

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.

4A Certain information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection**

works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

There is no such order affecting the land.

(2) In relation to a coastal council:

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

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

Council has not been notified of any such works.

(3) In relation to a coastal council—such information (if any) as is required by the regulations under section 56B of the *Coastal Protection Act 1979* to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

There is no other information.

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

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

The land is not so 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 former City of Rockdale 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 former City of Rockdale.

Other policies

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

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) 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.
(2) Council is not in a position to identify whether the information provided under Clause 7A relates to a current or future hazard as defined in Planning Circular PS 14-003.

(3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

8 Land reserved for acquisition

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

The land is not affected by any 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

Rockdale Section 94A Development Contributions Plan 2008

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.

9A Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

The land is not so affected.

10 Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

The land is not subject to any such agreement.

11 Bush fire prone land

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

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

The land is not bush fire prone land.

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.

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

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

The land is not subject to such an order.

14 Directions under Part 3A

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

The land is not subject to any such directions.

15 Site compatibility certificates and conditions for seniors housing

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

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department of Planning, and
- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

The land is not subject to any such certificate.

16 Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

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

The land is not subject to any such certificate.

17 Site compatibility certificates and conditions for affordable rental housing

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

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

(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 37 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

The land is not subject to any such statement.

18 Paper subdivision information

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

The land is not so affected.

19 Site verification certificates

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

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

Note. A site verification certificate sets out the Director-General's opinion as to whether

the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

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

The land is not subject to any such certificate.

20 Loose-fill asbestos insulation

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

The land is not so identified.

Note: The register referred to in this question is the *Loose-Fill Asbestos Insulation Register*, which is maintained by the Secretary of NSW Fair Trading.

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

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

The land is not so affected.

Note Section 26 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.

The land is not so affected.

[End of information under section 149 (2)]

ADVICE UNDER SECTION 149 (5)

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).

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 57 of the Act

No Planning Proposal or draft environmental planning instrument applies to the land that has not yet been placed on public exhibition.

[End of advice under section 149 (5)]

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

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 *Rockdale Local Environmental Plan 2011* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

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 1300 581 299.

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

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 \$133 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 57 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.
- G Whether or not a planning agreement entered into under Subdivision 2 of Division 6 of Part 4 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)
- H Details of the Annual Noise Exposure Forecast (ANEF) applying to the land

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
 18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.