

# Contract for the sale and purchase of land 2018 edition

**TERM**      **MEANING OF TERM**      **eCOS ID: 54920668**      **NSW Duty:**

vendor's agent      Stone Real Estate      Phone: 02 8097 2422  
 393 Rocky Point Road Sans Souci NSW 2219      Fax:      Ref: Ray Fadel

co-agent

vendor      Wilhelmina Hendrika Schippers      Phone: 02 9699 9877  
 Unit 2 28 Meriel St SANS SOUCI NSW 2219      Fax: 02 9699 9110  
 Ref: 19/67870

vendor's solicitor      M Duncan & Associates      Phone: 02 9699 9877  
 39 61-89 Buckingham St SURRY HILLS NSW 2010      Fax: 02 9699 9110  
 Ref: 19/67870

date for completion      42 days after the contract date      (clause 15)      Email: mduncan@mduncan.com.au

land      Lot 2 /28-32 MERIEL ST SANS SOUCI NSW 2219  
 (Address, plan details and title reference)      LOT 2 IN STRATA PLAN 20336  
 2/SP20336

improvements       VACANT POSSESSION       Subject to existing tenancies  
 HOUSE       garage       carport       home unit       carspace       storage space  
 none       other:

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

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

inclusions       blinds       dishwasher       light fittings       stove  
 built-in wardrobes       fixed floor coverings       range hood       pool equipment  
 clothes line       insect screens       solar panels       TV antenna  
 curtains       other: Note insect screens (where fitted) 1x Split System airconditioner

**PLEASE NOTE**  
**COPY OF CONTRACT ONLY**  
**REFER TO THE ORIGINAL**  
**PRIOR TO AUCTION**

exclusions

purchaser

purchaser's solicitor      Phone:      Fax:      Ref:      Email:      (10% of the price, unless otherwise stated)

price      \$

deposit      \$

balance      \$

contract date      (if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser       JOINT TENANTS       tenants in common       in unequal shares      witness

vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes  
proposed **electronic transaction** (clause 30)  no  YES

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

land tax is adjustable  NO  yes  
GST: Taxable supply  NO  yes in full  yes to an extent  
Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

***RW payment (residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

CERTIFICATE  
UNDER SECTION 66W  
OF THE CONVEYANCING ACT 1919

I,

of

a Solicitor , certify as follows;

1. I am a Solicitor currently admitted to practise in New South Wales.
  
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to an agreement for the sale of property known as 2/28-32 Meriel Street Sans Souci between Wilhelmina Hendrika Schippers (the Vendor) and  
  
(the Purchaser/s) in order that there is no cooling off period in relation to this Agreement.
  
3. I do not act for the said Vendors and am not employed in the legal practice of a Solicitor acting for the said Vendors nor am I a member or employee.
  
4. I have explained to the said Purchaser/s;
  - (a) The effect of the Agreement for the purchase of the said property;
  - (b) The nature of this Certificate;
  - (c) The effect of giving this Certificate to the said Vendor, ie, that there is no cooling off period in relation to the Agreement.

Signed-----

Dated this

day of

20

## List of Documents

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

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

Absolute Strata Management  
19/700 Princes Highway Kogarah NSW 2217

Telephone 02 95530244

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. 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.

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

<b>Australian Taxation Office</b>	<b>NSW Fair Trading</b>
<b>Council</b>	<b>NSW Public Works Advisory</b>
<b>County Council</b>	<b>Office of Environment and Heritage</b>
<b>Department of Planning and Environment</b>	<b>Owner of adjoining land</b>
<b>Department of Primary Industries</b>	<b>Privacy</b>
<b>East Australian Pipeline Limited</b>	<b>Roads and Maritime Services</b>
<b>Electricity and gas</b>	<b>Subsidence Advisory NSW</b>
<b>Land &amp; Housing Corporation</b>	<b>Telecommunications</b>
<b>Local Land Services</b>	<b>Transport for NSW</b>
<b>NSW Department of Education</b>	<b>Water, sewerage or drainage authority</b>

**If you think that any of these matters affects the property, tell your solicitor.**

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party 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* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract;
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 served if it is served by the *party* or the *party's solicitor*,

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 served at the earliest time it is served, if it is served more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title**

- **Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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;
- 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; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## 26 Crown purchase money
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## 27 Consent to transfer
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;   |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4      *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5      If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

28-32 MERIEL ST SANS SOUCI NSW 2219 NSW

**ADDITIONAL CONDITIONS FURTHER TO CONTRACT FOR SALE**

**BETWEEN:**        **Wilhelmina Hendrika Schippers**  
**AND**

*The vendor and purchaser agree that in the event conflict or inconsistency arises from the operation of the terms of any clause of the standard contract for sale of land – 2018 edition and the terms of any additional condition herein contained then the additional condition shall operate as the prevailing clause.*

**32. DEFINITIONS AND INTERPRETATION****Definitions:**

32. In this contract these terms (in any form):
- 32.1 **"attached requisitions"**  
means the requisitions attached to this contract;
- 32.2 **"authority"**  
any government, semi or local government, statutory, public or other authority having jurisdiction over the property, the strata parcel;
- 32.3 **"Clearance certificate"**  
a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion;
- 32.4 **"consent authority"** means the Council or the Land and Environment Court or any other authority or court having authority or jurisdiction over the property;
- 32.5 **"Due completion date"** is the 42<sup>nd</sup> day after contract date.
- 32.6 **"Deposit"** is a sum equating to 10% of the agreed contract purchase price payable by a purchaser in full or by way of split deposit instalment sums in accordance with contract provisions.
- 32.7 **"GST"** any tax, levy charge or impost implemented under the Goods and Services Tax Act;
- 32.8 **"Home Building Act"** means the Home Building Act 1989 as amended;
- 32.9 **"Home Building Regulations"** means the Home Building Regulations 2014 as amended.
- 32.10 **LAND** means the property sold and that description which is set out on page One of this contract.
- 32.11 **"LOT "** means that Lot described adjacent to the heading "Land " on page 1 of this contract.
- 32.12 **"Outgoings"** means rates, taxes (other than income tax) levies, (including any parking levy) and any other outgoing and operating expenses in respect of the property;
- 32.13 **"printed conditions"** refers to the conditions contained in the Contract for Sale of Land 2018 edition;
- 32.14 **"Supply"** Has the same meaning as that in Section 9-10 of the Goods and Services Tax Act and excludes any GST free supplies and input taxed supplies.
- 32.15 **"TA Act"** means Taxation Administration Act 1953;

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 Vendor Signature

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 Purchaser Signature

- 32.16 "Vendor" means the Vendor as described on page 1 of this contract or in substitution, the party to which this contract has been assigned or novated to pursuant to clause 37.

#### **Interpretation**

- 32.17 In this contract unless the contrary intention appears a reference to:
- 32.17.1 the singular includes the plural and vice versa;
  - 32.17.2 any gender includes all other genders;
  - 32.17.3 a person includes a corporation, partnership, joint venture, association, authority, trust, state or government;
  - 32.17.4 a person includes the person's executors, administrators, successors and substitutes (including, persons taking by novation and assigns); and
  - 32.17.5 a body or authority includes a corporation, partnership, joint venture association, and any replacement body, authority or person serving the same function or acting in the same capacity as that body or authority.

#### **General**

- 32.18 To the extent that these additional conditions are inconsistent with the printed form of contract then these additional conditions shall prevail.
- 32.19 If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- 32.20 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- 32.21 A reference to a clause shall also be taken to include the sub clauses where applicable.
- 32.22 The word "includes" in any form is not a word of limitation.
- 32.23 Rights under this contract which can apply after completion continue to apply after completion.
- 32.24 The vendor does not promise, represent or state that any documents attached to this contract are accurate or current.
- 32.25 The vendor may exercise all its rights under this contract whether express or implied including issuing a notice to complete.

#### **Amendments to Printed Form**

33. The provisions of contract for sale and purchase of land 2016 edition are amended as follows:
- 33.1 In Clause 7.1.1 replace 5% with 1%.
  - 33.2 In Clause 8.1 delete the words "*on reasonable grounds*"
  - 33.3 At the foot of clause 8.1.2 delete the words "*and those grounds*"
  - 33.4 Clause 8.2 is amended as follows;  
"8.2 If the Vendor does not comply with an essential term of this contract or notice properly issued in accordance with the provisions of this contract the purchaser can terminate by serving a notice. And after termination the remedy available to the purchaser shall be in accordance with the provisions of clauses 8.2.1, 8.2.2 and 8.2.3 of the standard provisions of the contract."
  - 33.5 Clause 9 is amended as follows;  
"9. If the Purchaser does not comply with an essential term of this contract or a notice properly issued in accordance with the provisions of this contract the vendor can terminate by serving a notice. And after termination the remedy available to the vendor shall be in accordance with the provisions of clauses 9.1, 9.2 and 9.3 of the standard provisions of contract."

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Vendor Signature

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Purchaser Signature

- 33.6 Clause 14.2 insert the clause 14.2.1. For the purposes of clause 14.2 a reference to completion shall be the date of completion or completion period stated on page 1 of this contract for sale and purchase of land. The purchaser acknowledges and agrees that in the event settlement of this sale and purchase contract occurs on a day and date subsequent to the date of completion or completion period so stated on page 1 of this contract for sale and purchase of land then any necessary adjustments shall be made as and from the date of completion or completion period stated on page 1 of this contract for sale and purchase of land and not the day and dated on which settlement of this contract for sale and purchase of land occurs.
- 33.7 Delete from 16.5 the words “plus another 20% of that fee”
- 33.8 In clause 16.8 the figure of \$10.00 is deleted and replaced with \$5.00
- 33.9 Clause 16.11.3 is amended to read as follows:  
*“in any other case either the vendor’s solicitors address stated in this contract or such address nominated by the vendor’s solicitor.”*
- 33.10 In Clause 16.12 after the words “if it is in NSW” delete the words *“but the vendor must pay the purchaser’s additional expenses including any agency fee or mortgagee fee”*.
- 33.11 Clause 33.10 at the foot of the first sentence of 30.10.1 delete the words *“and Digitally sign.”* And insert the following sentence. The parties shall on the date for completion take all reasonable steps to ensure that electronic documents populated in the Electronic Workspace are digitally signed at least 1 hour prior to the nominated time for settlement time in the Electronic Workspace.

Warranties/ Representations

- 34.1 The purchaser expressly acknowledges and agrees that as at the contract date the terms and conditions set out in this contract contain the entire agreement in relation to the property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made to it prior to execution.
- 34.2 The Purchaser acknowledges that he has not been induced to enter into this agreement by any warranties or representations whatsoever and by whom so ever made except such as are expressly herein contained and that all the terms and conditions of the agreement between the Vendor and the Purchaser relating both to the property and any chattels, fixtures, fittings or inclusions referred to in particulars hereto.

Faults Latent and Patent

35. The purchaser accepts the property and inclusions in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or requisition or rescind or terminate in this regard.

Death or Mental Illness

36. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:
- (a) dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party’s solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; OR

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 Vendor Signature

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 Purchaser Signature

Company Default

- (b) being a company has a petition for its winding up presented or enters into any scheme of arrangement with its creditors or has a liquidator receiver or official manager or controller of it appointed, and then the first party will be in default under this contract.

Notice to Complete

- 37.1 Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by either the vendor or purchaser under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- 37.2 The vendor and purchaser agree that notwithstanding the provisions of clause 30 of the standard provision of contract that in the event a notice to complete is to be given under this contract the party intending to give the notice must serve the notice on the other party in writing or documentary form. And the provisions hereof shall prevail.

Pre-Estimate of Liquidated Damages:

- 37.3 Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date specified herein, then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion this clause of this contract pay to the vendor interest on the balance of the purchase price at (10%) ten per centum per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.
- 37.4 The purchaser acknowledges and agrees that in the event completion does not occur on or by the contract completion date and is re-scheduled on a date subsequent to the contract completion date that adjustment made under clause 14 shall be taken from the contract completion date and not the date of the re-scheduled settlement.
- 37.5 The purchaser further acknowledges and agrees that in the event the purchaser is unable or unwilling to complete this sale matter on the due contract completion date or completion is cancelled without fault of the vendor then the purchaser shall pay in addition to the purchase price and other liquidated sums payable under the preceding clauses all those reasonable costs incurred by the Vendor with respect to the cancelled or rescheduling of settlement and being payable to their legal representatives. Such costs being a genuine pre-estimate of liquidated damages that the vendor would not otherwise have incurred had completion occurred on the due contract completion date.
- 37.6 Where completion of this sale and purchase matter is conducted through the Electronic Workspace and if on the due completion date settlement is cancelled, without fault of the Vendor, being due to a failure by either the purchaser or the incoming mortgagee to perform a function, task or obligation required under the provisions of this contract for sale and purchase of land that is necessary to populate documents and/ financial statements in the workspace and enable digitally signing of the documents and financial statements then the parties agree that the provisions of the following subclause 37.6.1 shall apply.

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Vendor Signature

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Purchaser Signature

37.6.1 Notwithstanding and without negating the provisions of clause 30.3.1 of the standard contract provisions where the vendor incurs a disbursement cost or fee through the Electronic Workspace by reason of a failed or cancelled settlement being a fee or disbursement incurred in addition to the fee and disbursement otherwise payable by the vendor under clause 30.3.1 then any such additional disbursement or fee shall be an expense borne by the purchaser. And for the purposes of provisions of clause 14 of contract and subject to the default provisions herein contained on the rescheduling of settlement date through the electronic work space the purchaser shall make an adjustment in their settlement figures in favour of the vendor for any additional fee and disbursement payable by the vendor in the electronic work space on the reschedule settlement date.

37.7 In the event the Vendor instructs its legal representative to issue a Notice to Complete the purchaser agrees to pay the vendors' solicitor's reasonable legal fees at \$385.00 inclusive of GST.

Real Estate Agent

38. The purchaser warrants that he /she /they was/ were not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission and against all claims and expenses for the defence and determination of such a claim made against the vendor arising out of any breach of this warranty by the purchaser. This right continues after completion.

Settlement Discharge Mortgage & Or Caveat

39. Subject to the operative provisions of clause 30 of this contract the vendor may on completion hand to the purchaser a proper form of discharge of mortgage or withdrawal of caveat in registrable form in respect of any mortgage or caveat registered on the title to the property and to which the sale is not subject and will allow the purchaser the registration fees on any discharge of mortgage or withdrawal of caveat and the purchaser agrees that he will not make nor be entitled to make any requisition or objection requiring the registration of any such documents prior to completion.

Form of Transfer

40. Subject to the operative provisions of clause 30 of contract the purchaser expressly acknowledges and agrees:

- (i) Should the purchaser fail to submit to the vendor a form of Transfer within the time specified under clause 4.1 of contract or populate an electronic document in the Electronic workspace in accordance with the provisions of clause 30.10 and by reason of the purchaser's failure to comply with provisions of clause 4.1 and 30.10 the vendor is unable at completion to produce a duly executed form of Transfer or digitally sign an electronic document thereby causing completion date to be cancelled and/or deferred to a subsequent date the purchaser acknowledges that this set of circumstance shall not constitute a vendor default under contract and interest shall commence to accrue on the balance of the purchase moneys due to the vendor from due date for completion in accordance with the provisions of additional condition 37 hereof.

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Vendor Signature

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Purchaser Signature

- (ii) For the purposes of this clause a reference to 'due completion date' is the date or time period as specified under **Date for completion** stated on page 1 of the current edition of the standard contract for sale and purchase of land.
- (iii) Payment of interest as specified under additional condition 37.3 in addition to balance of purchase moneys due on completion shall constitute an essential term of this agreement.

Tax File Numbers

41. If it is agreed by the Vendor and Purchaser that the deposit moneys are to be invested pursuant to clause 2.9 herein both parties shall forthwith provide their respective tax file numbers to the stakeholder.

Stamp Duties

42. The purchaser must pay all relevant stamp duties on purchase, including penalties and fines which may be payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. This right continues after completion.

F.I.R.B.

43. The Purchaser warrants: -
- (a). (i) That the Purchaser is ordinarily resident in Australia within the provisions of the 'Foreign Acquisitions and Takeovers Act 1975' (Cwt) ('the Act');
  - (ii) That the provisions of the Act requiring the obtaining of consent to this transaction do not apply to the Purchaser and to this purchase.
  - (b). In the event of there being a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to and does indemnify the Vendor and to compensate the Vendor in respect of any loss damage, penalty fine or legal costs or any costs of whatsoever nature incurred by the Vendor as a consequence of such breach.
  - (c). This warranty and indemnity shall not merge upon completion.

Particulars of Title:

44. The property is sold and the purchaser or purchasers shall take title subject to all right of way, covenants and easements noted on the relevant Certificate of Title and Common Property Title and the purchaser or purchasers shall make no requisition objection or claim for compensation in respect of same.

- 44.1 The Particulars of Title contained on the face page of the contract under the sub heading of "Land" and below shall be deemed to be sufficient written Statement of Title and shall be deemed to have been delivered to the purchaser on the date hereof.

Plan Registered strata plan: Lot 2 in SP 20336. And refers to those interests noted on Common property Title CP/SP 20336

Title Folio 2/SP20336 -TORRENS Title -FEE SIMPLE – ownership

-----  
Vendor Signature

-----  
Purchaser Signature

**45. DIRECTORS GUARANTEE AND INDEMNITY Where Purchaser is Corporation**

In the event that the purchaser is a company;

- \* at least 2 of the directors of said purchaser corporation, or
- \* one director where the purchaser a sole director corporation or
- \* such other party or parties being substantial shareholders of the purchaser corporation or otherwise, as may be approved by the vendor in its sole discretion, (hereinafter referred to as the guarantors),

shall be required to guarantee to the vendor that the said purchaser corporation will perform and or comply with all its obligations under this contract at the time they should be complied with by completing a guarantee to the following effect:

(Name of Purchaser Company):.....

(Name of persons giving guarantee): .....

(Company Roles of persons giving guarantee): .....

- 45.1 The said guarantors agree;
  - 45.1.1 to the payment to the vendor of all monies due to the vendor under this contract; and
  - 45.1.2 the due and punctual performance by the purchaser corporation of all of its obligations under this contract.
- 45.2 The said guarantors agree to indemnify the vendor for any loss the vendor may suffer as a result of the purchaser corporation not complying with its obligations under this Contract.
- 45.3 The guarantee and indemnity in this clause is a continuing guarantee and indemnity shall not merge on completion in respect of any matter arising out of this contract.
- 45.4 Execution by the guarantors of the company of this Contract is an explicit acknowledgement of and acceptance of terms of this guarantee but vendor may require guarantors to enter into separate guarantee document in terms of this clause.
- 45.5 The Execution by a party under this clause shall be treated as a deed binding upon them, their assigns, heirs and executors.
- 45.6 The guarantors disclose that they have had the opportunity to receive legal advice before giving this guarantee and the vendors shall be entitled to rely on this disclosure.

Signature of Guarantor /s .....

-----  
Vendor Signature

-----  
Purchaser Signature

**DEPOSIT LESS THAN TEN PERCENT**

- 46. For the purposes of the agreed contractual provisions and without limiting or negating the provisions of clause 9.1 of contract. If at contract date the purchaser requests to pay as deposit a sum equating to less than the full 10% of the agreed purchase price then the purchaser acknowledges and agrees that the vendors acceptance of such sum shall be subject to the following essential provisions;
  - 46.1 As a demonstration of the purchaser’s commitment to complete this contract on and by the due completion date the deposit sum payable by the purchaser to the vendor shall at all times equate to 10% of the agreed purchase price. The parties agree that the requested deposit sum is a reasonable sum payable by the purchaser upon entering this contract.
  - 46.2 The vendor agrees that the deposit sum may be by way of split deposit instalment amounts upon the following terms:
    - 46.2.1 The deposit to be paid (or actually paid by the purchaser) shall be in the form of an initial split deposit instalment sum of \$ \_\_\_\_\_ due and payable on the contract date. The subsequent split deposit instalment sum of \$ \_\_\_\_\_ or such other split deposit instalment amounts necessary to make up the full deposit sum payable pursuant to clause 49.1 hereof becoming due and payable by the purchaser upon the earlier date of a written request made by the Vendor or on the due contract completion date. The final split deposit instalment sum being due and payable regardless whether or not the purchaser is ready willing and able to complete this mater on the due contract completion date.
    - 46.2.2 In the event the vendor becomes entitled to the deposit by virtue of clause 9.1 of the Standard Conditions. The purchaser will immediately upon written request pay to the Vendor the sum of \$ \_\_\_\_\_ being the difference between deposit sum held by the deposit holder and split deposit amount actually required to make up the balance of the ten per cent of the deposit moneys payable by the purchaser.
    - 46.2.3 The parties agree that in the event unpaid the deposit moneys noted in clause 46.2.2 remain unpaid by the purchasers following a claim or demand then such sum shall be a liquidated debt recoverable by the Vendors from the purchaser.

This clause shall not merge on completion.

Alteration to Contract

- 47. Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alteration shall be binding upon the party deemed to have authorized the same and any annexure so added shall form part of this contract as if same had been annexed at the time of execution.

-----  
Vendor Signature

-----  
Purchaser Signature

Finance Approved

48. The Purchaser expressly warrants to the Vendor that he either holds a current loan approval in an amount and upon terms which he considers to be reasonable and fully satisfactory and sufficient to enable completion of this contract OR that he does not require finance to complete this Contract.
- 46.1 The Purchaser acknowledges that the Vendor relies upon this warranty in entering into his contract and that the Vendor may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty.
- 46.2 The purchaser further acknowledges that he shall remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any rights which the purchaser may have pursuant to the National Credit Code.

RELEASE OF DEPOSIT FUNDS

- 49.1 The purchaser authorises the vendor to use all or part of the deposit in the event the following circumstances:
- (i) deposit on contract to purchase a new property or secure accommodation in an aged care facility and
  - (ii) payment stamp duty on the purchase of new property
- 49.1.1 The purchaser authorises the stakeholder to release all or part of the deposit for those purposes recited in clause 49.1 (i) and
- 49.1.2 The purchaser must give to the stakeholder a written authority to release all or part of the deposit in accordance with this clause immediately upon written request by the vendor.

Strata Title Records

50. The purchaser acknowledges that the records and other documents relating to the strata scheme (which the owners corporation is required to keep by law) may not be complete and may not be up to date. The purchaser cannot make a claim or requisition, delay completion or rescind or terminate this contract because the records:
- 50.1.1 are incomplete;
  - 50.1.2 are not up to date; or
  - 50.1.3 do not comply with the Strata Schemes Management Act 2016.

ENDURING POWER OF ATTORNEY

51. The vendor discloses and the purchaser acknowledges that the sale of this property is under the direction of the vendor's authorised attorney pursuant to the powers granted her under Enduring Power of Attorney instrument registered with the Department of Lands Registry Office. That execution of this contract and any instrument effecting change of ownership may be at the hand of the attorney and in which event the power of attorney instrument will be produced to the purchaser for sighting. The purchaser shall make no requisition or objection on the vendor or her authorised attorney and shall not be entitled to delay completion of this sale matter by reason of the matter contained and disclosed herein above.

-----  
Vendor Signature

-----  
Purchaser Signature

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## Selling at an auction Residential

Attached below is a guide to Bidding at auction. The *guide* contains important information you need to know, such as, how you register to bid and what kind of identification you must provide before you can bid.

Under law, agents are required to give all potential bidders a copy of a publication called the *Bidder's guide* prior to the auction.

An interested buyer at auction will not be able to bid at an auction of residential and rural property in NSW unless that person gives their name and address to the selling agent and shows proof of identity. The interested buyer's details will be recorded by the agent in the Bidders Record and at the auction and will be given a bidder's number. Registering for an auction does not require an interested buyer to bid. Registering simply gives that person a right to bid.

Before auctioning a property, the seller will nominate a reserve price which is usually not told to the interested buyers.

The reserve price is the lowest price that the seller is willing to accept. If the highest bid is below this price, the property will be 'passed in'. The seller will then either try and negotiate a price with interested bidders or put the property back on the market.

If the bidding continues beyond the reserve price, the property is sold at the fall of the hammer. The successful buyer must then sign the sale contract and pay the deposit on the spot (usually 10%).

Unlike buying a house that is for sale, there is **no cooling-off period** when you buy at auction, or exchange contracts on the same day as the auction after it is passed in.

### CONDITIONS OF SALE BY AUCTION

#### Interpretation:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property Stock and Business Agents Act 2002:

#### Conditions

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (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 sub clause (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 Bidder Record and display an identifying number when making a bid.
  - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2) are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (c) Before commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock;

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer - before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

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## Bidders guide

### Residential and rural property auctions

You will not be able to bid at an auction of residential and rural property in NSW unless you give the selling agent your name and address and show proof of your identity. Your details will be recorded by the agent in the Bidders Record and at the auction you will be given a bidder's number. Registering for an auction does not mean you must bid. Registering simply gives you the right to bid.

### Who needs to register?

If you are bidding to buy the property jointly with another person, for example, a spouse or partner, only one of you needs to register.

You need to register if you are bidding for another person or a company, and you need to show the agent a letter of authority from them, authorising you to bid on their behalf. This also applies if you are bidding on behalf of someone on the telephone.

If you are bidding for another person the letter of authority must include the person's name, address and the number on their proof of identity (e.g. driver's licence).

If you are bidding for a company the letter of authority must be on the company letterhead and the ABN will be recorded in the Bidders Record as the company's proof of identity.

### Proof of identity

To register, you must present a card or document issued by government or a financial institution that shows your name and address, for example:

- driver's licence or learner's permit
- vehicle registration paper
- council rates notice.

If you do not have this kind of proof of identity, you can use two documents that together show your name and address.

One must show your name and be issued by a government or financial institution, for example:

- passport
- Medicare card
- ATM/Eftpos card
- credit card or store card
- birth certificate
- citizenship papers.

The other must show your address, for example:

- utilities bill (eg. gas, electricity, telephone)
- real estate rental agreement
- statutory declaration stating your address.

### When to register

You can register with the selling agent at any time prior to the auction, such as when you inspect the property, or on the day itself.

If you pre-register, you will still need to show the agent your proof of identity on auction day. The agent will then give you your bidder's number.

### What happens at registration

The agent will write your name, address and the number of your proof of identity in the Bidders Record and, if you are bidding for someone else or a company, their name, address and proof of identity details. The agent will then give you your bidder's number, which must be displayed when you bid.

### What if I arrive at the auction late?

If you arrive after the auction has started and wish to bid, you will need to quickly find the agent and register or present your proof of identity, if you have pre-registered.

If you need to make a bid immediately, hold up your hand to let the auctioneer know you are going to make a bid after you have registered.

As soon as you have a bidder's number, the auctioneer can accept your bids. Return your bidder's number to the agent after the auction.

## **Your privacy**

The agent is not permitted to show the Bidders Record to anyone, including the property owner. Only an authorised person from NSW Fair Trading is permitted to see the Bidders Record. The agent must store the Bidders Record securely and cannot use it for any purpose.

## **Auction conditions**

This auction is being conducted under certain conditions that are set by law. The auctioneer will have these conditions on display before the auction so that you can read them. The auction conditions include:

- the highest bidder is the purchaser, subject to any reserve price
- the auctioneer is entitled to make one bid only on behalf of the seller
- before the auction, the auctioneer must announce that the auctioneer is permitted to make one bid on behalf of the seller
- the auctioneer must announce immediately before, or in the process of making the bid, that he/she is making a vendor bid
- the auctioneer can refuse a bid that is not in the interests of the seller
- the auctioneer has no authority to accept a late bid, that is, a bid after the fall of the hammer
- if there is a disputed bid, the auctioneer is the sole arbitrator and makes the final decision
- the successful buyer's name must be given to the auctioneer as soon as possible.

## **Successful bids**

If you are the successful bidder, you must sign the sale contract and pay a deposit on the spot, usually ten per cent of the purchase price. There is no cooling-off period when you buy at auction. After the exchange of contracts, your solicitor or conveyancer will carry out various searches on the property. Your solicitor and the seller's legal representative will then arrange for settlement at which time you must pay the balance of the purchase price.

## **Dummy bidding and collusion**

It is illegal to make dummy bids at an auction.

The seller of the property is entitled to have one bid made on their behalf by the auctioneer. When the seller's bid is made the auctioneer must announce it as a vendor bid.

If you make dummy bids for the seller, you may be prosecuted and fined up to \$55,000. The property seller who asked you to bid can also be fined up to \$55,000, as can the agent and the auctioneer if they were involved in the arrangement.

It is an offence to collude with someone to interfere with free and open competition at the auction. This offence carries a maximum fine of \$55,000.

## **Co-owners and executors**

A co-owner, executor or administrator or someone bidding on their behalf, may make more than one bid to purchase the property as long as:

- this is outlined in the auction conditions
- the auctioneer has announced this before the start of bidding at the auction
- the auctioneer announces before the start of the auction, the bidder registration number of any co-owner, executor, administrator, or someone bidding on their behalf.



FOLIO: 2/SP20336

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
15/2/2019	3:11 PM	2	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

-----

LOT 2 IN STRATA PLAN 20336  
AT SANS SOUCI  
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

-----

WILHELMINA HENDRIKA SCHIPPERS (T W157782)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP20336
- 2 AC312424 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

26 J0332 2H 15

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the City of Rockdale, hereinafter referred to as the Council, has received and considered the application for a Certificate of Approval for the proposed development of a residential building on the site of the former premises of the late Mrs. M. J. O'Connell, late of the premises known as 28-32 Meriel Street, Rockdale, New South Wales, and has resolved to grant such Certificate of Approval subject to the conditions set out hereunder.

Date: 6TH OCTOBER 1977  
 Resolution No. S2107

*[Signature]*  
 Council Clerk

SURVEYOR'S CERTIFICATE

I, JOHN DUDLEY BALD, Surveyor, do hereby certify that the plan of a proposed development of a residential building on the site of the former premises of the late Mrs. M. J. O'Connell, late of the premises known as 28-32 Meriel Street, Rockdale, New South Wales, is a true and correct copy of the original plan as deposited with me on the 27th June 1977.

- (1) I have inspected the plan and the site and am satisfied that the plan is a true and correct copy of the original plan as deposited with me on the 27th June 1977.
- (2) I have inspected the plan and the site and am satisfied that the plan is a true and correct copy of the original plan as deposited with me on the 27th June 1977.
- (3) I have inspected the plan and the site and am satisfied that the plan is a true and correct copy of the original plan as deposited with me on the 27th June 1977.
- (4) I have inspected the plan and the site and am satisfied that the plan is a true and correct copy of the original plan as deposited with me on the 27th June 1977.

This is sheet 1 of my Plan 15 2 sheets.

15 2 sheets

Signatures, seals and statements of intention to create easements or restrictions as to use:

the COMMON SEAL of CLYBURN PROPERTIES PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:-

*[Signature]* Director  
*[Signature]* Secretary



SUBDIVISION OF IN D.P. 568561  
 PLAN OF A LOT 129

Locality: SANS SOUCI  
 County: CUMBERLAND

Parish: ST. GEORGE

Reduction Ratio: 1:500

Name of and address for service of notices on the body corporate:  
 REGISTERED PROPRIETORS OF STRATA PLAN N° 20336  
 28-32 MERIEL STREET,  
 SANS SOUCI. 2219

STRATA PLAN 20336

Registered: 14.6.1983  
 C.A. N° 23/77 OF 6.10.1977

Purpose: STRATA PLAN

Ref. Map: U0930-14

Last Plan: D.P. 568561

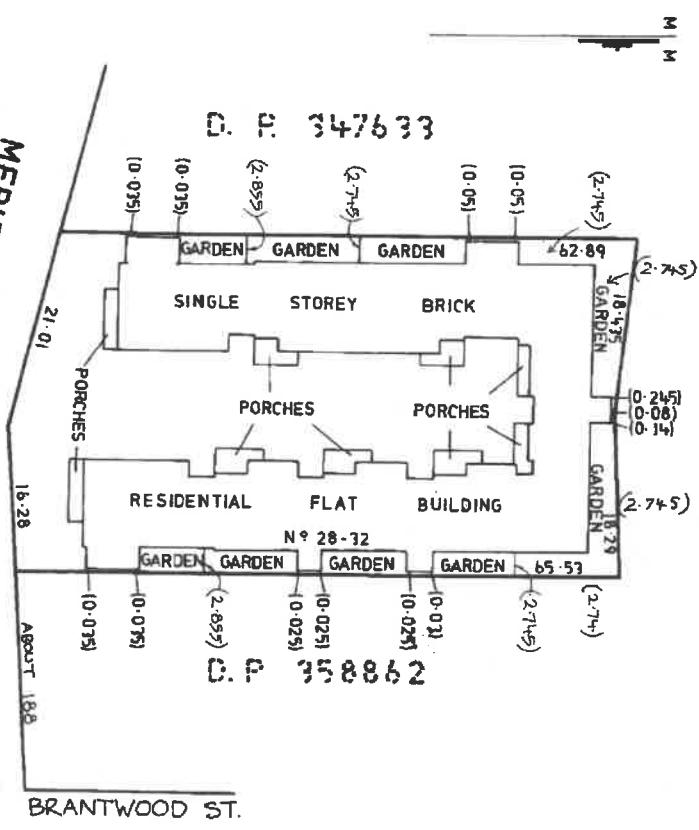


Table of mm  
 SURVEYOR'S REFERENCE: 41 90

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

26 J0332 2H 15

2650336 2455

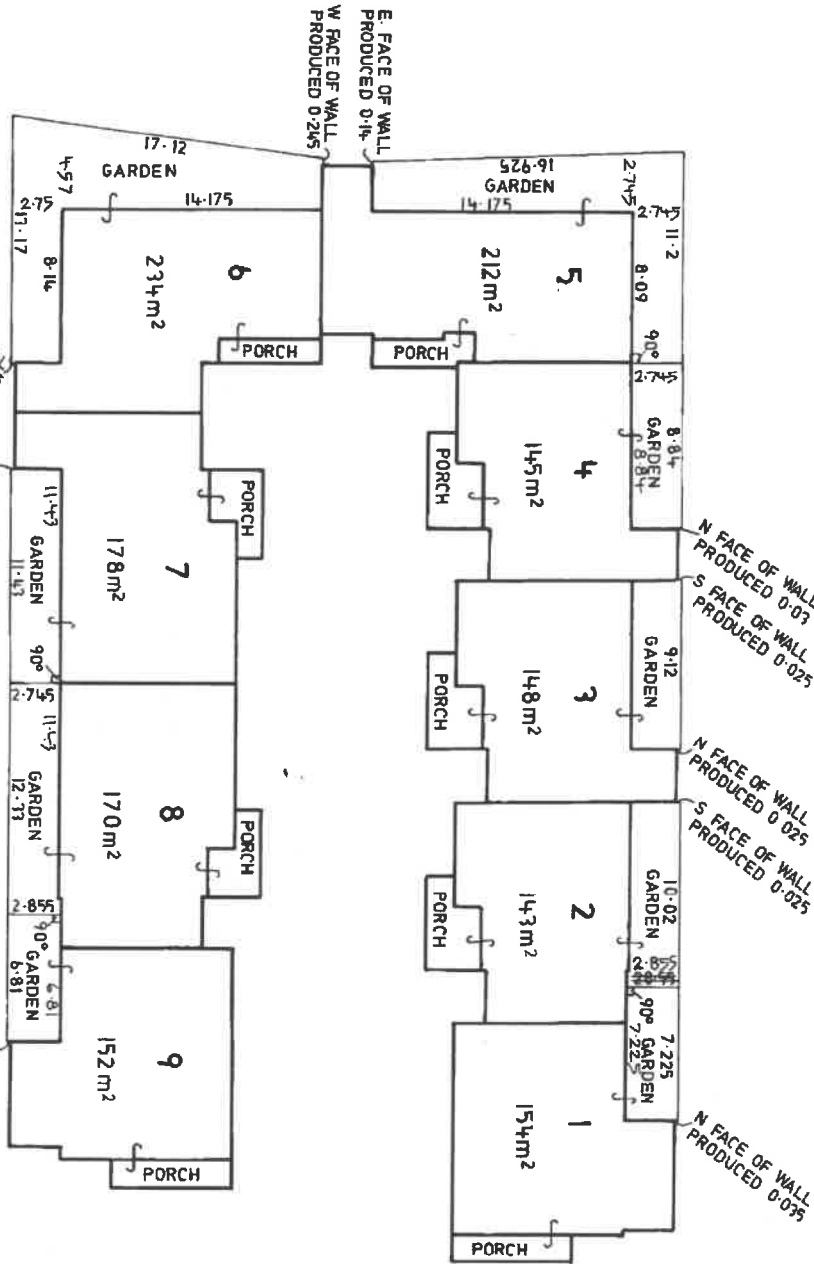
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 2 Sheets

SCHEDULE OF LOT N <sup>o</sup>	UNIT ENTITLEMENT
1-9 INCLUSIVE	1
AGGREGATE	9

STRATA PLAN 20336



- NOTE
1. AREAS ARE TO NEAREST SQUARE METRE.
  2. GARDENS ARE LIMITED IN HEIGHT TO 4 ABOVE AND IN DEPTH 3 BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR UNIT EXCEPT WHERE COVERED.
  3. PORCHES ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THE UNIT EXCEPT WHERE COVERED.

Reduction Ratio 1:250

Lengths are in metres

ALTERATIONS MADE IN R.G.O. AT SURVEYORS REQUEST 8-6-1983  
 28.55 ALTERED TO 2.855, CONNECTIONS ADDED.

OFFICE USE ONLY

Registered Surveyor  
 SURVEYOR'S REFERENCE: 4190



Signature



2650336 2455



FOLIO: CP/SP20336

SEARCH DATE	TIME	EDITION NO	DATE
15/2/2019	3:13 PM	2	25/11/2009

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 20336  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SANS SOUCI  
LOCAL GOVERNMENT AREA BAYSIDE  
PARISH OF ST GEORGE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP20336

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 20336  
ADDRESS FOR SERVICE OF DOCUMENTS:  
28-32 MERIEL STREET  
SANS SOUCI 2219

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA  
SCHEMES MANAGEMENT REGULATION 2016
- 3 Z607279 CHANGE OF BY-LAWS
- 4 AF145029 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9)

STRATA PLAN 20336

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1						

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



## STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

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### STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

#### SCHEDULE 2 – BY-LAWS FOR PRE-1996 STRATA SCHEMES

(Clause 35)

##### **1 NOISE**

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

*Note* : This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

##### **2 VEHICLES**

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

*Note* : This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

##### **3 OBSTRUCTION OF COMMON PROPERTY**

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

**Note :** This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### **4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

An owner or occupier of a lot must not:

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

**Note :** This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### **5 DAMAGE TO COMMON PROPERTY**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

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

(2) An approval given by the owners corporation under **clause (1)** cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015* , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

**Note :** This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **6 BEHAVIOUR OF OWNERS AND OCCUPIERS**

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

**Note :** This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**Note :** This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **8 BEHAVIOUR OF INVITEES**

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

**Note :** This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

*Note : This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

## **10 DRYING OF LAUNDRY ITEMS**

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

*Note : This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

## **11 CLEANING WINDOWS AND DOORS**

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

*Note : This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.*

## **12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

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

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Note :** This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### **13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY**

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

**Note :** This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### **14 FLOOR COVERINGS**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**Note :** This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### **15 GARBAGE DISPOSAL**

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

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

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

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

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**Note :** This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **16 KEEPING OF ANIMALS**

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

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

**Note :** This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **17 APPEARANCE OF LOT**

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

**Note :** This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **18 NOTICE BOARD**

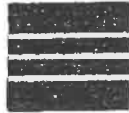
An owners corporation must cause a notice board to be affixed to some part of the common property.

**Note :** This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

#### **19 CHANGE IN USE OF LOT TO BE NOTIFIED**

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

RP47



BT

OFFICE USE ONLY



7  
607279P

**CHANGE OF BY-LAWS**  
 SECTION 58 (7), STRATA TITLES ACT, 1973  
 REAL PROPERTY ACT, 1950  
 (See Instructions for Completion on back of form)

CB A 11 / 1  
 \$ 47. P 11.

REFERENCE TO  
 TITLE OF  
 COMMON  
 PROPERTY  
 Note (a)

Tortious Title Reference	
Vol. 15705	Vol. 101 NOW C.P/SP 20336

NUMBER OF  
 STRATA PLAN  
 Note (b)

THE PROPRIETORS—STRATA PLAN No. ....20336..... the registered proprietor of the common property comprised in the Certificate of Title above

Note (c)

referred to, certifies that, by a resolution duly passed in accordance with the provisions of the Strata Titles Act, 1973, on the November, 1990.....

after the expiration of the initial period, it changed the by-laws as follows:

Note (d)

REPEALED BY-LAW No. ....27.(1) and (2).....	OFFICE USE ONLY  ONCB
INSERTED/AMENDED BY-LAW No. ....27.....	
..... as fully set out below.	

Note (e)

Subject to section 58 (12) a proprietor or occupier of a lot shall not keep any animal upon his lot or common property.

056

P  
 \$47  
 (POST)

The common seal of the Proprietors—Strata Plan No. ....20336.....

was hereto affixed on 14th January, 1991..... in the presence of

.....Arthur Ivory.....Harold Parker.....  
(BLOCK LETTERS)

being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.



*H. Parker*  
*Secretary*

TO BE COMPLETED  
 BY LODGING PARTY  
 Notes (f)  
 and (g)

LODGED BY <b>Harold Parker</b> Villa 9 28-32 Meriel St., Sans Souci 2219 Tel: (02) 529 4237		LOCATION OF DOCUMENTS	
Delivery Box Number <b>1W</b>		CT	OTHER
		<input checked="" type="checkbox"/>	Herewith <input checked="" type="checkbox"/>
			In R.G.O. with
			Produced by
Shipped	Passed	REGISTERED	Secondary
		<b>30 APR 1991</b>	Directions
Signed	Extra Fee	Registrar General	Delivery
			Directions

OFFICE USE ONLY

*Mr H. Parker*  
*28/32 Meriel St*  
*Sans Souci 2219*

Form: 15CB  
Release: 2.2  
www.lands.nsw.gov.au

**CHANGE OF BY-LAW**  
New South Wales  
Real Property Act 1900



**AF145029M**

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

(A) TORRENS TITLE	For the common property CP/SP20336	
(B) LODGED BY	Document Collection Box <i>1W</i>	Name, Address or DX, Telephone, and LLPN if any Julie Cootes, 6/28 Meriel Street, Sans Souci 2219
	Reference:	
		CODE <b>CB</b>

- (C) The Owners-Strata Plan No. 20336 certify that pursuant to a resolution passed on 14 April 2009 and  
 (D) in accordance with the provisions of section No. 51, 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows  
 (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. *28*  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:

- Verandah ceilings, columns and garage doors which are the owners responsibility are to be painted white.
- Awnings, air conditioners, chimneys and solar hot water systems are the sole responsibility of the owners of the villas where they are installed.
- Hot water systems are the sole responsibility of the owner of each villa. Replacement hot water systems, other than solar, are to be installed at ground level.
- Amounts up to \$1000 can be spent by Body Corporate Executive on urgent common property repairs. The Body Corporate Executive to notify all owners for amounts over this.
- Work (other than repairs authorised by Body Corporate) done by villa owners to concrete flooring (e.g. in bathrooms) will negate the responsibility of body corporate to make good for any future problems.
- Handrails if required - villas 2 to 8 must be one uniform design, and villas 1 & 9 are to be the same design as each other. To be installed/maintained by the owners of the villas.
- Alarm systems are to be the sole responsibility of the owners of the villas where they are installed. They are to be installed out of direct sight of the front façade. Permission must be sought prior to installation.
- No unauthorised repairs and maintenance work will be paid for and permission must be sought from Body Corporate Executive for any alterations to common property.

(F) The common seal of the Owners-Strata Plan No. 20336 was affixed on *25.11.2009* in the presence of  
 Signature(s): *Julie Cootes* *D Davison*  
 Name(s): *JULIE COOTES* *DOREEN DAVISON*  
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996  
 I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.  
 Signature of authorised officer: \_\_\_\_\_  
 Name of authorised officer: \_\_\_\_\_ Position of authorised officer: \_\_\_\_\_



**SEWERAGE SERVICE DIAGRAM**

Municipality of **Rockdale**

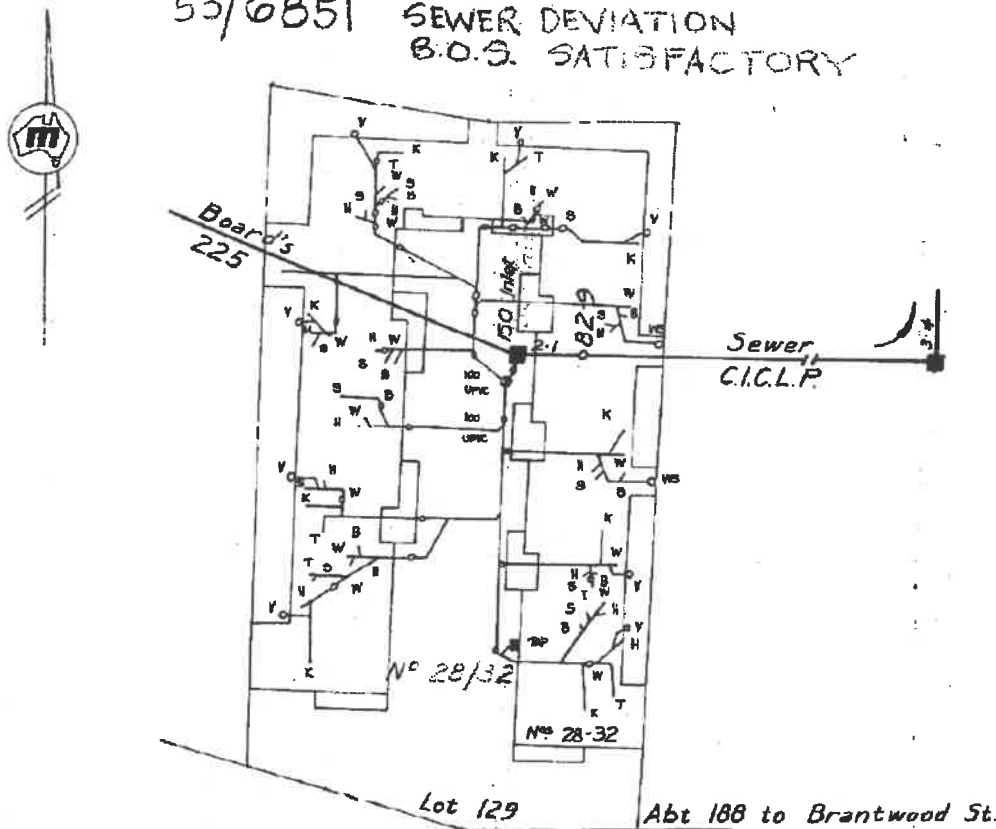
No. **523131**

- |   |  |                |                       |
|---|--|----------------|-----------------------|
| <input type="checkbox"/> Boundary Trap    | <input type="checkbox"/> R Reflux Valve    | IP Induct Pipe | H Basin               |
| <input type="checkbox"/> Inspection Shaft | <input type="checkbox"/> Cleaning Eye      | MF Mice Flap   | S Shower              |
| <input type="checkbox"/> Fit              | <input type="checkbox"/> Vertical Pipe     | T Tubs         | WIP Wrought Iron Pipe |
| <input type="checkbox"/> G                | <input type="checkbox"/> V Vent Pipe       | K Kitchen Sink | CIP Cast Iron Pipe    |
| <input type="checkbox"/> G                | <input type="checkbox"/> SV Soil Vent Pipe | W Water Closer | F Floor Waste         |
| <input type="checkbox"/> P                | <input type="checkbox"/> DC Down Cast Cowl | B Bath Waste   | M Washing Machine     |

**SEWER AVAILABLE**

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

**53/6851 SEWER DEVIATION  
B.O.S. SATISFACTORY**



**MERIEL**

**ST.**

RATE No. \_\_\_\_\_ W.C.s \_\_\_\_\_  
 SHEET No. **4222 & 4351** U.C.s \_\_\_\_\_  
 Scale **1:500**  
Distances/depths in metres;  
 pipe diameters in millimetres  
 For House Services Engineer

DRAINAGE		BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date	Date	Supervised by	Date
Bth.	Inspector	Date	Outfall <b>S.W.</b>	Inspector	Date
Shr.					
Bsn.	Chief Inspector	Drainer	Plumber	548 562 555 095	
K.S.					
T.	Tracing Checked	Boundary Trap	is not required		
Plg.					
Dgs. Int.					
Dgs. Ext.					

31-10-77

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



952303

69590

160393  
158773

952220

18 February 2019

Our Ref: Certificate No. 52419  
Contact: Customer Service 1300 581 299

InfoTrack Pty Ltd  
DX 578  
SYDNEY

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) and (5) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

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

## SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

### ISSUED TO:

InfoTrack Pty Ltd  
DX 578  
SYDNEY

Council: Bayside  
County: Cumberland  
Parish: St George

Fee: 133.00  
Receipt No: 4149926  
Receipt Date: 15 February 2019  
Your Ref: 19/67870:21296

**PROPERTY: 2/28-32 MERIEL STREET, SANS SOUCI NSW 2219**

Lot 2 SP 20336

CT-15075/103

Assessment No 18559

Date: 18 February 2019

For  
Meredith Wallace  
General Manager

**Mascot Customer Service Centre**  
141 Coward Street  
Mascot NSW 2020, Australia  
council@botanybay.nsw.gov.au  
DX 4108 Maroubra Junction

**Rockdale Customer Service Centre**  
444-446 Princes Highway  
Rockdale NSW 2216, Australia  
rcc@rockdale.nsw.gov.au  
DX 25308 Rockdale

**T 1300 581 299 F 02 9562 1777**  
**www.bayside.nsw.gov.au**

**Postal address: PO Box 21 Rockdale NSW 2216**



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**Note:** 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.

---

## 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 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 Apartment 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	(Educational Establishments and Child Care Facilities) 2017
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)
State Environmental Planning Policy	(Infrastructure) 2007
State Environmental Planning Policy	(Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy	(State and Regional Development) 2011
State Environmental Planning Policy	(Miscellaneous Consent Provisions) 2007
State Environmental Planning Policy	(Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy	(Coastal Management) 2018
State Environmental Planning Policy	(Arncliffe and Banksia Precincts) 2018
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 – Remediation of Land
- Draft Amendments to State Environmental Planning Policy (Affordable Rental Housing) 2009
- Draft Amendments to State Environmental Planning Policy No. 70 (Affordable Housing)

For more information or to determine whether this applies to your property, visit the Department of Planning and Environment website at [www.planning.nsw.gov.au](http://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 R3 Medium Density Residential**

### **1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To 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; Environmental protection works; Group homes; Multi dwelling housing; Neighbourhood shops; Places of public worship; Respite day care centres; Seniors housing; Water supply systems; Any other development not specified in item 2 or 4.

### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Emergency

services facilities; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies.

**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; and
- 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.

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**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**

N/A (Repealed)

**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;**

N/A (Repealed)

- (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.**

N/A (Repealed)

- (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.

N/A (Repealed)

**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 such a purpose may be 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 a purpose not referred to in Question 7A (1) may be subject to flood related development controls.

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#### **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.

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**Note:** Further information relating to flooding is provided in the "Advice under Section 10.7 (5)" attached.

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- (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 3.15 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 3.15 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 affected by such an 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; and
- (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.

## 21 Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
  - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
  - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

- (3) In this clause:  
*affected building notice* has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.  
*building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

Council is not aware of an issue of a notice of intention or order pertaining to building product rectification works.

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**[End of information under section 10.7 (2)]**

## **ADVICE UNDER SECTION 10.7 (5)**

**Note:** The Council is under no obligation to furnish any of the information supplied below. Equally, it may be that not every relevant matter relating to the land is provided below. The Council draws your attention to section 10.7 (6) which states that a council shall not incur any liability in respect of any advice provided in good faith under section 10.7 (5).

Further to your application for information under section 10.7 (5), the Council has resolved to supply answers to the following questions:

**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 Schedule 1 Clause 4 of the Act**

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

**B Details of any provision in a local environmental plan or deemed environmental planning instrument applying to the land that**

- (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;**

**other than such a provision referred to in Question 2 (a) to (d) of the certificate under section 10.7 (2):**

The Schedule at the end of this certificate identifies any such provisions that may apply to the land.

**C Whether or not the Council has information that 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**

The Council is aware of various information that suggests the land may be affected by the 1% AEP flood. The Council is unaware of the accuracy of this information, although further enquiries may be made with the Council's City Services Department in relation to this.

**Note:** Refer to Question 7A of the preceding certificate under section 10.7 (2) to ascertain whether or not development on the land may be subject to flood related development controls.

**D Whether or not the Council has information that would indicate that the land is subject to slip or subsidence**

The Council is not aware of any investigations that have been carried out.

**E Details of any tree preservation order applying to the land**

N/A (Repealed)

**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**

The land is not 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 7.1 of Part 7 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)**

No planning agreement currently applies to the land.

**H Details of the Annual Noise Exposure Forecast (ANEF) applying to the land**

The ANEF affectation of the land is less than 20.

Note: The ANEF level may restrict the development of the land due to the risk of exposure to aircraft noise.

**[End of advice under Section 10.7 (5)]**

## SCHEDULE

**Details of any provision in a local environmental plan or deemed environmental planning instrument applying to the land that permit without development consent, require development consent for, or restrict or prohibit, certain development or classes of development**

**Active street frontages** – Clause 6.11 of Rockdale Local Environmental Plan 2011 requires the provision of business or retail premises on the ground floor of land identified in the Active Street Frontages Map.

**Additional permitted uses for particular land** – Clause 2.5 of Rockdale Local Environmental Plan 2011 allows development to be carried out, with development consent, for certain additional purposes on certain land within the City, as detailed in Schedule 1.

**Airspace operations** – Clause 6.4 of Rockdale Local Environmental Plan 2011 requires Council to consult with the relevant Commonwealth body on any development application that may penetrate the Obstacle Limitation Surface.

**Architectural roof features** – Clause 5.6 of Rockdale Local Environmental Plan 2011 permits variation to the maximum building height standards for roof features of visual interest.

**Bush fire hazard reduction** – Clause 5.11 of Rockdale Local Environmental Plan 2011 permits bush fire hazard reduction work authorised by the Rural Fires Act 1997 on any land without development consent.

**Controls relating to miscellaneous permissible uses** – Clause 5.4 of Rockdale Local Environmental Plan 2011 provides development controls for the following development types: Bed and breakfast accommodation; Home businesses; Home industries; Industrial retail outlets; Farm stay accommodation; Kiosks; Neighbourhood shops; Roadside stalls and Secondary dwellings.

**Conversion of fire alarms** – Clause 5.8 of Rockdale Local Environmental Plan 2011 requires development consent for the conversion of a fire alarm system that can be monitored by Fire and Rescue NSW or by a private service provider.

**Demolition requires development consent** – Clause 2.7 of Rockdale Local Environmental Plan 2011 requires development consent for demolition, except if it is identified as exempt development in the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Development below the mean high water mark** – Clause 5.7 of Rockdale Local Environmental Plan 2011 requires development consent to carry out any development on land below the mean high water mark.

**Development in areas subject to aircraft noise** – Clause 6.4 of Rockdale Local Environmental Plan 2011 requires Council to consider the aircraft noise impacts on proposed development. See Question H of this certificate for the actual aircraft noise affectation of the land.

**Development on flood prone land** – Clause 6.6 of Rockdale Local Environmental Plan 2011 requires development consent for the erection of buildings or the carrying out of work for any purpose on land identified on the 'Flood Planning Area' map. Further information on whether this land may be subject to the risk of flooding is provided in Question C of the "Advice under Section 149 (5)".

**Development on land intended to be acquired for public purposes** – Clause 5.1A of Rockdale Local Environmental Plan 2011 specifies the permissible land uses for land that is identified for acquisition on the 'Land Acquisition Reservation Map'.

**Earthworks** – Clause 6.2 of Rockdale Local Environmental Plan 2011 requires development consent for excavating or filling the land to which this Certificate applies, except for excavating and filling referred to in subclause (2).

**Exempt and complying development** – Clause 3.1, 3.2 and Schedules 2 and 3 of Rockdale Local Environmental Plan 2011 identify the types of development that are "exempt development" and "complying development" (within the meaning of the Act).

**Floor space ratio** – Clause 4.4 (and supporting maps) of Rockdale Local Environmental Plan 2011 applies maximum allowable floor space ratio standards to all land within the City.

**Foreshore building line** – Clause 6.5 of Rockdale Local Environmental Plan 2011 applies

a foreshore building line to certain land within Zone IN2 Light Industry in Henderson Street, Turrella, which generally prohibits the erection of a building or the carrying out of a work between the foreshore building line and Wolli Creek.

**Height of buildings** – Clause 4.3 (and supporting maps) of Rockdale Local Environmental Plan 2011 applies maximum allowable height of building standards to all land within the City.

**Heritage items, heritage conservation areas and relics** – Clause 5.10 of Rockdale Local Environmental Plan 2011 requires development consent for certain activities relating to heritage items, heritage conservation areas and relics. If this land is within a heritage conservation area or contains a heritage item it will be indicated in Question 2 (g) or (h), respectively, of this certificate.

**Infrastructure development and use of existing buildings of the Crown** – Clause 5.12 of Rockdale Local Environmental Plan 2011 does not restrict or prohibit, or enable the restriction or prohibition of, the carrying out of any development, by or on behalf of a public authority, that is permitted to be carried out with or without development consent, or that is exempt development, under State Environmental Planning Policy (Infrastructure) 2007.

**Minimum subdivision lot size** – Clause 4.1 of Rockdale Local Environmental Plan 2011 sets minimum subdivision lot size for any land shown on the Lot Size Map.

**Outdoor advertising** – Schedule 2 of Rockdale Local Environmental Plan 2011 allows certain advertisements as exempt development.

**Sex services premises** – Clause 6.13 of Rockdale Local Environmental Plan 2011 provides locational and amenity assessment criteria for the various types of sex services premises, which includes brothels.

**Subdivision** – Clause 2.6 of Rockdale Local Environmental Plan 2011 requires development consent for the subdivision of land.

**Temporary use of land** – Clause 2.8 of Rockdale Local Environmental Plan 2011 allows the use of any land or building for any temporary purpose, with development consent, subject to the considerations identified in that clause.

**Trees or vegetation not prescribed by development control plan** – State Environmental Planning

Policy (Vegetation in Non-Rural Areas) 2017 sets out the State Government's policy which aims to:

- (a) Protect the biodiversity values of trees and other vegetation in non-rural areas of the State;  
and
- (a) Preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

Please consult this policy document before undertaking any works to trees or other vegetation.'

**Unzoned land** – Clause 2.4 of Rockdale Local Environmental Plan 2011 allows development to be carried out on unzoned land, but only with consent.

**[End of Schedule]**

## **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.