



Our Ref: DL:AL:2323

28 April 2015

Unique Property
131 Cabariata Road
Cabarita NSW 2137

Dear Sirs,

RE: TUCKER SALE
PROPERTY: 279 GEORGES RIVER ROAD, CROYDON PARK

We act for Bradley Tucker and enclose contract for sale for use at the auction of the above property.

The deposit is to be paid in accordance with the provisions of the contract upon successful completion of the auction.

If you have any queries, please telephone us.

Yours faithfully,
GOOD LEGAL

A handwritten signature in black ink, appearing to read "fw Q", is placed below the typed name.

Danny Lagopodis
Email: danny@goodlegallawyers.com.au

Encl.

Contract for the sale of land - 2005 edition

TERM

MEANING OF TERM

Vendor's agent

UNIQUE PROPERTY

131 Cabariata Road
Cabarita NSW 2137

Phone 9743 3272

Fax 9743 3439

Ref

Co-agent

Not Applicable

Vendor

BRADLEY TUCKER

65 Foothills Road Balgownie NSW 2519

Vendor's

GOOD LEGAL

Solicitor

Level 1, 288 Crown Street, Wollongong 2500
PO Box 1555, Wollongong 2500
DX 5156 Wollongong

Phone (02) 4228 3338

Fax (02) 4228 4335

Ref DL:AL:2323

Completion date

35th day after the date of this contract (clause 15 and special condition 12)

Land

(Address, plan details
and title reference)

279 GEORGES RIVER ROAD, CROYDON PARK

Registered Plan: Lot 3 in Deposited Plan 585608

Folio Identifier 3/585608

☒ VACANT POSSESSION ☐ subject to existing tenancies

Improvements

☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none
☐ other:

Attached copies

☒ Documents in the List of Documents as marked or as numbered:
☐ Other documents:

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

Inclusions

☐ blinds ☒ curtains ☐ insect screens ☐ stove
☐ built-in wardrobes ☐ dishwasher ☒ light fittings ☐ pool equipment
☐ clothes line ☒ fixed floor coverings ☐ range hood ☐ TV antenna
☐ other:

Exclusions

Purchaser

Purchaser's

☐ Solicitor

☐ Conveyancer

Phone

Fax

Ref

Price

\$

Deposit

\$

Balance

\$

Deposit to be invested

☒ NO ☐ yes

Contract date

(10% of the price, unless otherwise stated)

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

Vendor

GST AMOUNT (optional)

The price includes

GST of: \$

Witness

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Land tax is adjustable

☒ NO

☐ yes

GST: Taxable supply

☒ NO

☐ yes in full

☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO

☐ yes

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

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

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

List of Documents

General	Strata or community title (clause 23 on the contract)
☒ 1 property certificate for the land	☐ 24 property certificate for strata common property
☒ 2 plan of the land	☐ 25 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 26 strata by-laws not set out in <i>legislation</i>
☐ 4 plan of land to be subdivided	☐ 27 strata development contract or statement
☐ 5 document that is to be lodged with a relevant plan	☐ 28 strata management statement
☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	☐ 29 leasehold strata - lease of lot and common property
☐ 7 section 149(5) information included in that certificate	☐ 30 property certificate for neighbourhood property
☒ 8 sewerage connections diagram	☐ 31 plan creating neighbourhood property
☐ 9 sewer mains diagram	☐ 32 neighbourhood development contract
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 33 neighbourhood management statement
☐ 11 section 88G certificate (positive covenant)	☐ 34 property certificate for precinct property
☐ 12 survey report	☐ 35 plan creating precinct property
☐ 13 section 317A certificate (certificate of compliance)	☐ 36 precinct development contract
☐ 14 building certificate given under <i>legislation</i>	☐ 37 precinct management statement
☐ 15 insurance certificate (Home Building Act 1989)	☐ 38 property certificate for community property
☐ 16 brochure or note (Home Building Act 1989)	☐ 39 plan creating community property
☐ 17 section 24 certificate (Swimming Pools Act 1992)	☐ 40 community development contract
☐ 18 lease (with every relevant memorandum or variation)	☐ 41 community management statement
☐ 19 other document relevant to tenancies	☐ 42 document disclosing a change of by-laws
☐ 20 old system document	☐ 43 document disclosing a change in a development or management contract or statement
☐ 21 Crown tenure card	☐ 44 document disclosing a change in boundaries
☐ 22 Crown purchase statement of account	☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
☐ 23 Statutory declaration regarding ~~vendor duty~~	

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

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- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

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

15 Completion date

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

16 Completion**● Vendor**

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

● Purchaser

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

● Place for completion

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

17 Possession

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

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion -

- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion -

- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -

- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.

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

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

19 Rescission of contract

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

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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

- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

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

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

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

20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.

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

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

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

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

21 Time limits in these provisions

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

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

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the *property*' includes any interest in common property for the scheme associated with the lot;
 - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*;
 - or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

- 28.3 If the plan is not registered *within* that time and in that manner -
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 3/585608

SEARCH DATE	TIME	EDITION NO	DATE
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28/4/2015	6:25 AM	1	9/2/2001

LAND

LOT 3 IN DEPOSITED PLAN 585608
AT CROYDON PARK
LOCAL GOVERNMENT AREA BURWOOD
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM DP585608

FIRST SCHEDULE

RONALD KEVILL

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H99094 RESTRICTION ON USER (S.27E(6) MAIN ROADS ACT,
1924) OF PART OF THE LAND ABOVE DESCRIBED DESIGNATED
(A) IN DP585608
- 3 DP1018871 RIGHT OF CARRIAGEWAY 3.05 METRE(S) WIDE AND VARIABLE
APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE
IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND
COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 28/4/2015

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations
has not been formally recorded in the Register.

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electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

- Plan Drawing only to appear in this space

OFFICE USE ONLY

Signatures and dates only

12 Herk.

[illegible]

CONSTITUTIONAL CONVENTION

(b) the representative of the latter Government, after having been duly authorised by the representative of each group, and

These forms completed with the necessary information for the
 proposed SUBDIVISION
 Project: WATER SUPPLY or SEWERAGE (if not both)
 Subproject No. 95127915-1175
 Date 12-11-75

MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

4025/7

DP: 585608

CA No. 95/12795-1/V5 of 17

SUBDIVISION

	D P	10/685
1. am Plan	D P	23+21

IN D.P. 10786 AND LOT D IN
D.P. 23421 BEHIND WHOLE BE THE
LAND IN C/T VOL. 6529
COL. 94



Reduction Ratio: 400
Lengths are in meters

444 BURWOOD

Path	CONCORD
1	0.99
2	0.99
3	0.99
4	0.99
5	0.99
6	0.99
7	0.99
8	0.99
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86	0.99
87	0.99
88	0.99
89	0.99
90	0.99
91	0.99
92	0.99
93	0.99
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95	0.99
96	0.99
97	0.99
98	0.99
99	0.99
100	0.99

There is a great good news about us

Robert William Young
c/o Cooper St. Strathfield

- activity and fast steps under "if" by not introducing dependencies as attributes with selective functions (BFS) and some programs

[illegible]

Paraphrase last sentence for statements of a to indicate public made or to create a

TABLE 1. *Continued*

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Journal compilation © 2006 Blackwell Publishing Ltd

	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2
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[illegible]

No.

H 99094

1428 2 2026 3 11 13
Fees:-
Lodgment 2:15
163 Endorsements 40:15
Plan 1:10

REQUEST TO ENTER NOTIFICATION OF RESTRICTION ON USER

MAIN ROADS ACT, 1924-1958

I, JOHN ANTHONY McCAFFREY, Principal Legal Officer, Department of Main Roads,

HEREBY CERTIFY that -

- (1) the printed sheet hereunto annexed and marked "A" is a true copy of a Gazette notification published in the Government Gazette of the ..third..... day of ..October.... 1958.. notifying that a plan of a proposal to cause the alignment of portion of Main Road No. 549... in the Shire/Municipality of Burwood & Canterbury to be re-aligned pursuant to Division 1 of Part VB of the Main Roads Act, 1924-1958, and to apply the re-alignment method of acquisition to the land affected by such re-alignment was approved by the Governor on the ..third..... day of ..September..... 1958.. ;
- (2) notice has been served upon the owners of land affected by the re-alignment and upon the Council of the area; and
- (3) a plan of the re-alignment (No. 549.S.102, 549.S.103, 549.S.104, 549.S.105) have been lodged in the Office of the Registrar General and catalogued D.M.R. No. 98A, 98B, 98C and 98D.

AND HEREBY REQUEST that you enter in the register book a notification of the restrictions on user imposed by Section 27E(6), Main Roads Act, 1924-1958, in respect of those parts of the land shown in the plan catalogued D.M.R. No. 98A, 98B, 98C, 98D and therein edged yellow and comprised in the Certificates of Title set out in the annexure hereto marked "B".

IT IS HEREBY CERTIFIED that this instrument is correct for the purposes of the Real Property Act, 1900.

DATED this ..tenth..... day of ..November..... 1958..

SIGNED by JOHN ANTHONY McCAFFREY,
Principal Legal Officer,
Department of Main Roads, in the
presence of:

James
J.P.

To The Registrar General,

SYDNEY

X Now being the whole of the land in F.P. 443845, 445847, 445849
Also being the whole of the land in F.P. 445846 except for
that land shown as Pt Lot 2 O.P. 10763 and Pt Lot 19A
in the plan in C 52835.

John Anthony McCaffrey
12/11/58

excepting from F.P. 445847 the
part lot B, in M.P. 505 9611

REQUEST TO NOTE

RESTRICTION ON USER.

Checked by	Particulars entered in Registrar Books Vol. Fol. <i>See Schedule annexed.</i>
Passed by	
S.D.O.	the ... 3 rd ... day of <i>January</i> ... 1960 at ... 12 ... O'clock in the ... noon
Signed by	<i>Janhata...</i> Regd.  al.

24/5/15

Mr. Nathan has seen Bradenton
in his form of backings up
for George's sake.

Schedule REFERRED TO :-

[illegible]

3

H 99094



[Published in Government Gazette No. 97 of 3rd October, 1958.]

MAIN ROADS ACT, 1924-1958

NOTIFICATION OF APPROVAL OF GOVERNOR TO PLAN OF A PROPOSAL FOR THE REALIGNMENT (BY THE REALIGNMENT METHOD OF ACQUISITION) OF PART OF MAIN ROAD NO. 549 GEORGE'S RIVER ROAD, BETWEEN CROYDON AVENUE AND BLenheim STREET IN THE MUNICIPALITIES OF BURWOOD AND CANTERBURY, UNDER DIVISION I OF PART Vb OF THE MAIN ROADS ACT, 1924-1958.

IN pursuance of the provisions of section 27e of the Main Roads Act, 1924-1958, The Commissioner for Main Roads, who proposes to cause the alignment of portion of George's River road - Main Road No. 549 - between Croydon Avenue and Blenheim Street in the Municipalities of Burwood and Canterbury to be realigned pursuant to Division I of Part Vb of the Main Roads Act, 1924-1958, and to apply the realignment method of acquisition to the lands affected by such realignment hereby notifies that plans of the proposal have been approved by His Excellency the Governor, with the advice of the Executive Council, and that such plans (being Plans Nos. 549.S.102, 549.S.103, 549.S.104 and 549.S.105) may be inspected at the Department of Main Roads and copies of such plans may be inspected at the Burwood Municipal Council Chambers, Burwood, and the Canterbury Municipal Council Chambers, Canterbury.

Signed and sealed at Sydney, this ninth day of September, one thousand nine hundred and fifty-eight.

I, HOWARD MACCOUN SHER-
RARD, The Commissioner for
Main Roads, have hereto
affixed the Official Seal of The
Commissioner for Main Roads
in the presence of -
C. E. GRANTHAMS, J.P.

(L.S.)
H. M. SHERRARD.

(DMR No. 61-1,251)

(4977)

By Jno. V. C. N. Bligh, Government Printer 1958

*Approved
Gazette
HJ*

B

This is the annexure marked "A" referred to in the annexed Request
to Enter Notification of Restriction on User dated the *ninth*
day of *November* One thousand nine hundred and fifty-eight.

*Annexure
H.*

H 99094

"B"

County.

Parish.

Reference to Title.

Whole or part. n^o

Volume. Folio.

Cumberland

Concord

pink colour

Part

46858352

3839

62

"

"

pink colour

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3839

62

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pink colour

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3839

63

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pink colour

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4600692

3839

64

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pink colour

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46856141

4169

249

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pink colour

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4169

248

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pink colour

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247

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pink colour

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4351

93

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46856141

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4169

247

Remains in

46856141

35

-2-

H 99094 7
 "B"

County.

Parish.

Reference to Title.

Cumberland

Concord

Whole or part, n^s Volume. Folio.

pink colour	Part XA110070	6908	160	✓	CT H303276 (banned)
pink colour		6908	159	✓	
pink colour		5181	181	✓	
red latching		2115	144	✓	
red latching	X31100	3152	165	✓	CT H111126
pink colour	X350200	3192	78	✓	CT H111126
pink colour	X3831159	3108	133	✓	CT H111126
pink colour		2935	156	✓	
pink colour		2680	185	✓	
pink colour		3004	194	✓	
pink colour		3111	244	✓	
pink colour	X6444147	0598	132	✓	
pink colour		2692	216	✓	CT H111126
pink colour	X6798027	2705	64	✓	CT H111126
pink colour	X6129309	2714	115	✓	
pink colour		3158	170	✓	
pink colour	X0518119	3113	231	✓	
pink colour		2742	28	✓	
pink colour	X0932318	3700	55	✓	
pink colour		3076	204	✓	CT H111126
pink colour	X647561	2832	144	✓	
pink colour		3459	16	✓	
pink colour		3410	183	✓	
pink colour		3761	229	✓	
pink colour		6993	147	✓	
pink colour	X0493162	6993	129	✓	
blue latching	X0736052	4309	157	✓	TA H111126
blue latching		4309	176	✓	TA H111126
blue latching	X097000	5508	10	✓	CT H111126
blue latching		5456	174	✓	
pink colour		3563	66	✓	Not included within Reg entry in DRB p. 10
pink colour		3563	67	✓	
pink colour		3563	69	✓	TA H111126

Runnels
 2742 28
 3563 67/10

-3-

"E"

H 99094 235711

County.

Parish.

Reference to Title.

		Whole or part.	Volume.	Folio.	
Cumberland	Concord	Part	MS	3563	76 ✓ TH235988
"	"	pink colour	"	6122146	1257 ✓ 133 ✓
"	"	pink colour	"	X 6815538	7440 ✓ 203 ✓
"	"	pink colour	"	X 6815538	2922 ✓ 196 ✓
"	"	pink colour	"	X 68147685	2922 ✓ 195 ✓
"	"	pink colour	"	X 68147685	2922 ✓ 194 ✓
"	"	pink colour	"	PC 24. 2687	59 ✓
"	"	pink colour	"	6659545	6746 ✓ 243 ✓
"	"	pink colour	"	6659565	6062 ✓ 159 ✓
"	"	pink colour	"	PA 603255	214 ✓
"	"	pink colour	"	X 681518	1505 ✓ 159 ✓ TH154552
"	"	pink colour	"	3322	189 ✓
"	"	pink colour	"	X 681493418	5295 ✓ 156 ✓ P
"	"	pink colour	"	X 681493418	7097 ✓ 77 ✓
"	"	pink colour	"	5058	90 ✓
"	"	pink colour	"	2143	28 ✓
"	"	pink colour	"	5265	238 ✓ TH267531
"	"	pink colour	"	5058	92 ✓
"	"	pink colour	"	5058	93 ✓
"	"	pink colour	"	PA 2457	151 ✓
"	"	pink colour	"	3571	77 ✓ 7764 200
"	"	pink colour	"	3571	78 ✓
"	"	pink colour	"	X F323288	3571 ✓ 59 ✓
"	"	pink colour	"	7443	229 ✓ H8521115
"	"	pink colour	"	2463	112 ✓ TH118718
"	"	pink colour	"	3513	239 ✓
"	"	pink colour	"	3553	215 ✓
"	"	pink colour	"	4262	20 ✓
"	"	pink colour	"	4005	110 ✓
"	"	pink colour	"	700	89 ✓
"	"	pink colour	"	X 6495429	696 ✓ 200 ✓
"	"	pink colour	"	696	201 ✓
"	"	pink colour	"	7210	39 ✓
"	"	pink colour	"	1160	106 ✓
"	"	pink colour	"	746	231 ✓
"	"	pink colour	"	X 702644	7302 ✓ 209 ✓

Handwritten signature

-4-

"B"

County.	Parish.	Reference to Title.	Volume.	Folio.
Cumberland	Concord	Whole or part.		
"	"	Part	7422	33
"	"	"	738	244
"	"	"	7470	47
"	"	"	3313	174
"	"	"	1357	93
"	"	"	5058	229
"	"	"	7582	31
"	"	"	3553	222
"	"	"	3545	150
"	"	"	2350	100
"	"	"	6365	210
"	"	"	6441	193
"	"	"	2996	87
"	"	"	6674	38
"	"	"	1299	52
"	"	"	2139	26
"	"	"	3017	203
"	"	"	3017	202
"	"	"	4654	19
"	"	"	1770	12
"	"	"	1926	157
"	"	"	2430	64
"	"	"	2426	36
"	"	"	2425	187
"	"	"	3023	250
"	"	"	3019	27
"	"	"	5313	65
"	"	"	3258	183
"	"	"	2800	78
"	"	"	1727	172
"	"	"	110	110
"	"	"	6615	186
"	"	"	4679	187
"	"	"	4679	188
"	"	"	4679	183
"	"	"	768	167

1844 Register General
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 1885-1886
 1887-1888
 1889-1890
 1891-1892
 1893-1894
 1895-1896
 1897-1898
 1899-1900

2350-100
 Runners
 98

13

-5-

"B"

County.	Parish.	Reference to Title.	Whole or part.	Volume.	Folio.
Cumberland	Concord	pink colour	Part	6678	167 ✓
"	"	pink colour	"	348	106 ✓
"	"	pink colour	"	3608	39 ✓ H1170
"	"	pink colour	"	3618	103 ✓ H1170
"	"	pink colour	"	3618	104 ✓ H1170
"	"	pink colour	"	4712	162 ✓
"	"	pink colour	"	4712	130 ✓
"	"	pink colour	"	4028	194 ✓
"	"	pink colour	"	2812	17 ✓
"	"	pink colour	"	6834	200 ✓
"	"	pink colour	"	X4261163	4036 ✓ 210 ✓ H1170
"	"	pink colour	"	643	202 ✓
"	"	pink colour	"	X491147	7550 ✓ 73 ✓ H1170
"	"	pink colour	"	X4604514	4043 ✓ 154 ✓ H1170
"	"	pink colour	"	3843	80 ✓
"	"	pink colour	"	3843	17 ✓
"	"	pink colour	"	X520460	2625 ✓ 33 ✓ H1170
"	"	pink colour	"	2673	228 ✓
"	"	pink colour	"	2897	76 ✓
"	"	pink colour	"	X41781	6819 ✓ 85 ✓
"	"	pink colour	"	X4137990	6907 ✓ 250 ✓

B

This is the annexure marked "B" referred to in the annexed Request to Enter Notification of Restriction on User dated the *smaller* day of *November* One thousand nine hundred and fifty-eight.

Roswell
P.

2956-202 - not noted.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1018871

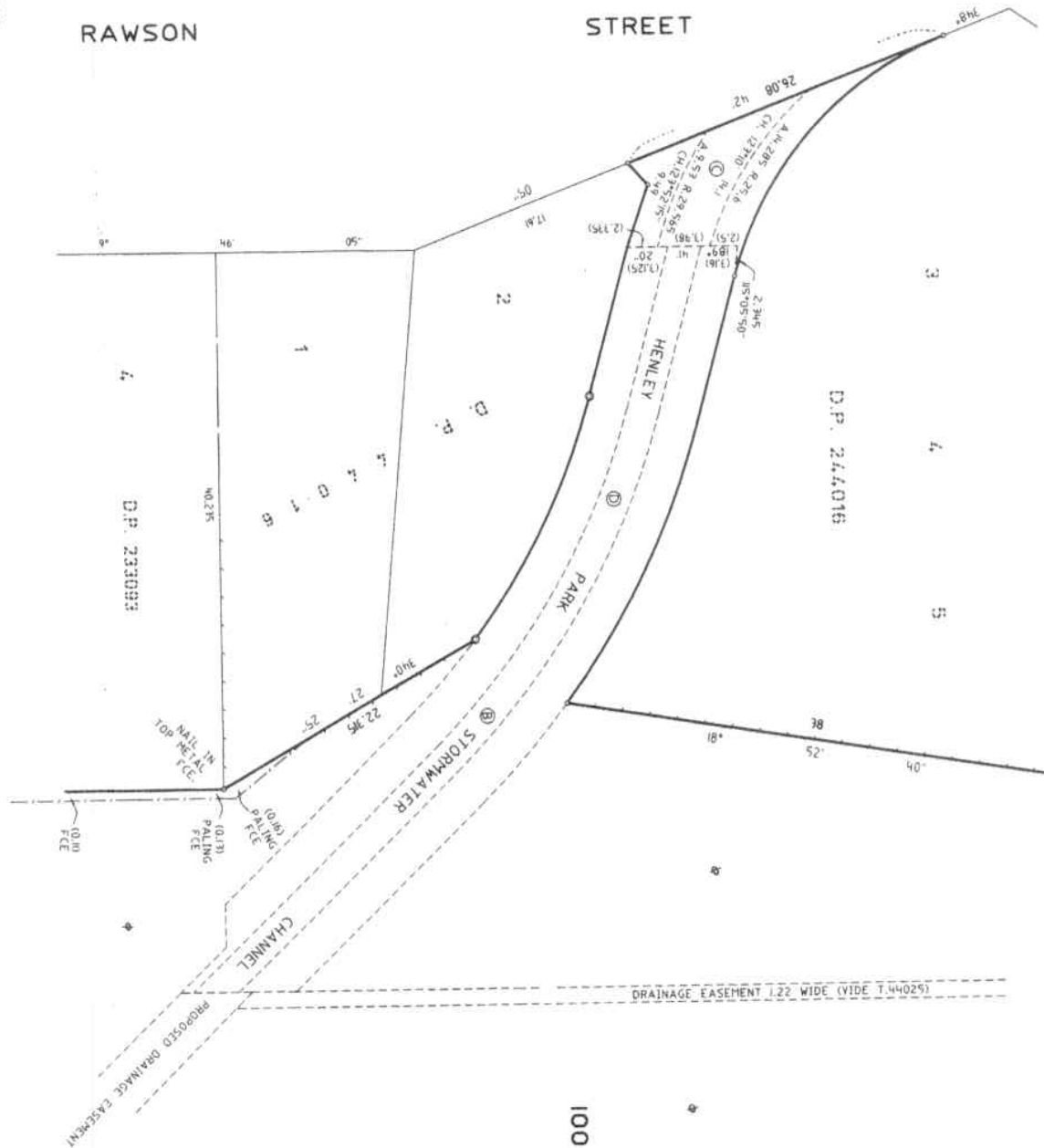
This is about 1/2 of my price as I almost
dated WITH AFRICA 2000

Swinger registered under Swindlow Act, 1920

For each column space is considered as any point on "Page 2".

Reduction Ratio 1: 250

► SURVEYOR'S REFERENCE: 273500P2/8



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE
OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 1 of 2 sheets)

Plan:

Consolidation of Lots B D.P. 23421, Lot 6
D.P. 244016, Lot 17 D.P. 626208, Lot 1
D.P. 308745, Lot 4 D.P. 581321, Lot A
D.P. 322504, Lot 23 D.P. 731756, Lot 17
D.P. 559952, Lot 2 D.P. 573840, Lot 15
D.P. 554623, Lot 4, D.P. 585608, Lot 13
D.P. 554622 and Lot 6 D.P. 605432

DP1018871

Full name and address
of proprietor of the
land.

Burwood Municipal Council
2 Conder Street
BURWOOD NSW 2134

PART 1

1. Identity of easement
to be created and firstly
referred to in abovementioned
plan.

Right of Carriageway 3.05 wide
and variable

Schedule of lots, etc. affected

Lots burdened

100

Lots benefited

7/10768, 6/10768, 5/10768
4/10768, 3/585608,
5/605432, F/23421

PART 1A

2. Identity of easement to be
released and secondly
referred to in
abovementioned plan.

~~RIGHT OF CARRIAGEWAY 2.44 WIDE &~~
Right of Way 2.44m wide vide
B33054, B777373, F583546

Schedule of lots, etc. affected

Lots burdened

B/23421 ✓
6/244016 ✓

Lots benefited

3/585608, 5/605432,
6/605432, 4/585608, 6/244016 ✓
1/308745, A/322504, F/23421

Gen Badna

A Trevill

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE
OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 2 of 2 sheets)

DP1018871

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D.P. 554623, Lot 4, D.P. 585608, Lot 13
D.P. 554622 and Lot 6 D.P. 605432

THE COMMON SEAL of BURWOOD COUNCIL
was affixed in pursuance of a
resolution passed at a Council Meeting
held on the 26th day of SEPTEMBER
2000 in the presence of:-



[Signature of Mayor]
.....
(Signature of Mayor)

COUNCILLOR
.....
(Name of Mayor in full)

[Signature of General Manager]
.....
MR PETER PEPPIN
.....
(Name of General Manager in full)

Signed in my presence
by YEN NGOC THI NGUYEN
AND THUY BAO NGUYEN
who are personally
known to me:-

[Signature]
.....
[Signature]
.....

[Signature]
ALBERT JOHN HOUSTON
127 BURWOOD ROAD
BURWOOD

Signed in my presence
by RONALD KEVILL who
is personally known
to me:-

[Signature]
.....
R. Kevill

Signed at Sydney the 28th day of
SEPTEMBER 2000 For Commonwealth
Bank of Australia A.C.N. 123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4049 No. 321.

[Signature]
ALBERT JOHN HOUSTON
127 BURWOOD ROAD
BURWOOD

Signed in my presence
by ELSIE LINDA JEAN
BADMAN who is personally
known to me:-

[Signature]
.....
Jean Badman

Witness

[Signature]
KELLIE ROACH DARREN JOHN WISSAM
16-24 Elsie St Burwood NSW

[Signature]
ALBERT JOHN HOUSTON
127 BURWOOD ROAD
BURWOOD

REGISTERED 5-2-2001



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PLANNING CERTIFICATE UNDER SECTION 149(2) ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Mr B Tucker
65 Foothills Road
BALGOWNIE NSW 2519

Certificate Number:	10907	Certificate Date:	31/03/2015
Receipt Number:	529627	Certificate Fee:	\$53.00
Parcel Number:	13956	Applicant's Reference:	279 Georges River Road, Croydon Park

DESCRIPTION OF PROPERTY

Property: 279 Georges River Road CROYDON PARK 2133
Title Particulars: LOT: 3 PC: Prt DP: 585608

LAND TO WHICH CERTIFICATE RELATES

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in the Council's records as being situated at the street address described on page 1 of this certificate. The information contained in this certificate relates only to the lot described on the certificate. Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

SECTION 149(2) DETAILS

In accordance with section 149(2) of the *Environmental Planning and Assessment Act 1979*, at the date of this certificate the following information is provided in respect of the prescribed matters to be included in a planning certificate.

1(1). ENVIRONMENTAL PLANNING INSTRUMENTS

The following environmental planning instruments apply to the carrying out of development on the land:

Deemed Local Environmental Plans:

There are no Deemed Local Environmental Plans applying to the land.

Local Environmental Plans:

Burwood Local Environmental Plan (BLEP) 2012



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Section 149 (2) Certificate
Property: 279 Georges River Road CROYDON PARK 2133

Certificate No.: 10907
Certificate Date: 31/03/2015

State Environmental Planning Policies (SEPPs):

SEPP No. 1 – Development Standards
SEPP No. 19 – Bushland in Urban Areas
SEPP No. 21 – Caravan Parks
SEPP No. 30 – Intensive Agriculture
SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land)
SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 64 – Advertising and Signage
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP (Major Developments) 2005
SEPP (Infrastructure) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Mining, Petroleum and Extractive Industries) 2007
SEPP (Repeal of Concurrence and Referral Provisions) 2008
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009

Deemed State Environmental Planning Policies:

There are no Deemed SEPPs applying to the land.

Note: Any enquiries regarding State Environmental Planning Policies or Deemed State Environmental Planning Policies should be directed to the Department of Planning on (02) 9228 6111 or its website, www.planning.nsw.gov.au.

1(2). PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

The following proposed environmental planning instruments will apply to the carrying out of development on the land and are or have been the subject of community consultation or public exhibition under the *Environmental Planning and Assessment Act 1979*:

Note: Proposed environmental planning instruments include a planning proposal for a Local Environmental Plan or a draft environmental planning instrument.

Proposed Local Environmental Plans:

There are no proposed LEPs applying to the land.

Proposed State Environmental Planning Policies:

Draft State Environmental Planning Policy No. 66 – Integrating Land Use and Transport - Exhibited 14.09.01 to 14.12.01

Draft State Environmental Planning Policy (Application of Development Standards) 2004 - Exhibited



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Section 149 (2) Certificate
Property: 279 Georges River Road CROYDON PARK 2133

Certificate No.: 10907
Certificate Date: 31/03/2015

10.5.04 to 18.6.04

Proposed Deemed State Environmental Planning Policies:

There are no proposed Deemed SEPPs applying to the land.

1(3). DEVELOPMENT CONTROL PLANS

The following development control plan applies to the carrying out of development on the land:

Council on 12 February 2013 resolved to adopt a Burwood Development Control Plan (BDGP). This DCP supports and supplements the Burwood Local Environmental Plan 2012, and applies to all land within the Burwood local government area (LGA), in accordance with the new requirements of Part 3 of the *Environmental Planning and Assessment Act 1979*. The BDGP became effective from 1 March 2013.

2. ZONING AND LAND USE

The identity of the zone under the relevant environmental planning instrument:

R2 - Low Density Residential

SP2 - Infrastructure

Permitted Without Consent in R2: Home occupations; Roads.

Permitted With Consent in R2: Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Neighbourhood shops; Recreation areas; Respite day care centres; Semi-detached dwellings; Seniors housing.

Prohibited in R2: Any development not otherwise specified.

Permitted Without Consent in SP2: Environmental facilities; Environmental protection works; Roads.

Permitted With Consent in SP2: The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose.

Prohibited in SP2: Any development not otherwise specified.

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



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Section 149 (2) Certificate
Property: 279 Georges River Road CROYDON PARK 2133

Certificate No.: 10907
Certificate Date: 31/03/2015

Whether the land includes or comprises critical habitat:

No

Whether the land is in a conservation area:

No

Whether an item of environmental heritage is situated on the land:

No

3. COMPLYING DEVELOPMENT

Whether complying development may be carried out under each of the codes for complying development in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy:

General Housing Code:

Complying development under the General Housing Code may not be carried out on the land. The land is reserved for a public purpose in an environmental planning instrument.

Rural Housing Code:

Complying development under the Rural Housing Code may not be carried out on the land. The land is reserved for a public purpose in an environmental planning instrument.

Housing Alterations Code:

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

General Development Code:

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



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Property: 279 Georges River Road CROYDON PARK 2133

Certificate No.: 10907
Certificate Date: 31/03/2015

Commercial and Industrial Alterations Code:

Complying development under the General Commercial and Industrial Alterations Code may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code:

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on the land. The land is reserved for a public purpose in an environmental planning instrument.

Subdivisions Code:

Complying development under the Subdivision Code may be carried out on the land.

Demolition Code:

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

Fire Safety Code:

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

Note: The policy also requires that the development be permissible with consent in the relevant land use zone and satisfy all other requirements of the Policy in relation to complying development.

4. COASTAL PROTECTION

Is the land affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that Council has been so notified by the Department of Public Works?

No

Whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to emergency coastal protection works 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:

No

Whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that emergency coastal protection works have been placed on the land (or on public land adjacent to that land), and 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:

No



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Section 149 (2) Certificate

Property: 279 Georges River Road CROYDON PARK 2133

Certificate No.: 10907

Certificate Date: 31/03/2015

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:

No

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

5. MINE SUBSIDENCE

Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*?

No

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is land 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:

Yes. The land, or part thereof, is identified on the Land Reservation Acquisition Map of the Burwood Local Environmental Plan (BLEP) 2012.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by a policy adopted by the Council or 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)?

Yes. All land in the Burwood local government area has an Acid Sulfate Soils classification. For further information, refer to the Acid Sulfate Soils Map of the BLEP 2012.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Whether development on the 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:

No



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Section 149 (2) Certificate
Property: 279 Georges River Road CROYDON PARK 2133

Certificate No.: 10907
Certificate Date: 31/03/2015

Whether development on the land or part of the land for any other purpose is subject to flood related development controls:

No

Note: Words and expressions under this heading 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

Is there an environmental planning instrument or proposed environmental planning instrument applying to the land which makes provision for the acquisition of the land by a public authority, as referred to in section 27 of the *Environmental Planning and Assessment Act 1979*?

Yes. The land, of part thereof, is identified on the Land Reservation Acquisition Map of the Burwood Local Environmental Plan (BLEP) 2012.

9. CONTRIBUTIONS PLANS

The following Contributions Plans apply to the land:

Section 94A Contributions Plan for the Burwood Local Government Area (Excluding Burwood Town Centre)

9A. BIODIVERSITY CERTIFIED LAND

Whether the land is biodiversity certified land under Part 7AA of the *Threatened Species Conservation Act 1995*?

No

10. BIOBANKING AGREEMENTS

Whether there is a biobanking agreement entered into under Part 7A of the *Threatened Species Conservation Act 1995* relating to the land of which the Council has been notified by the Director-General of the Department of Environment, Climate Change and Water:

No

11. BUSHFIRE PRONE LAND

The land is not bushfire prone land as defined in the *Environmental Planning and Assessment Act 1979*.



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12. PROPERTY VEGETATION PLANS

The Council has not been notified that the property is subject to a property vegetation plan under the *Native Vegetation Act 2003*.

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):

No

14. DIRECTIONS UNDER PART 3A

Whether there is a direction by the Minister in force under section 75P(2)(c1) of the *Environmental Planning and Assessment Act 1979* 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:

No

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, whether there is a current site compatibility certificate (of which the Council is aware) in respect of proposed development on the land, and if so, the period for which the certificate is current, and 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:

No

Note: A copy of a site compatibility certificate may be obtained from the head office of the Department of Planning.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

Whether there is a valid site compatibility certificate (of which the Council is aware), issued under *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, and if so, the period for which the certificate is valid:

No

Note: A copy of a site compatibility certificate may be obtained from the head office of the Department of Planning.



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Section 149 (2) Certificate
Property: 279 Georges River Road CROYDON PARK 2133

Certificate No.: 10907
Certificate Date: 31/03/2015

17. SITE COMPATIBILITY CERTIFICATES FOR AFFORDABLE RENTAL HOUSING

Whether there is a current site compatibility certificate (of which the Council is aware), issued for affordable rental housing in respect of proposed development on the land, and if so, the period for which the certificate is current and any terms that have been imposed as a condition of consent to a development application in respect of the land:

No

Note: A copy of a site compatibility certificate may be obtained from the head office of the Department of Planning.

18. PAPER SUBDIVISION INFORMATION

Whether a development plan under Part 16C of the *Environmental Planning and Assessment Regulation 2000* has been adopted by a relevant authority to apply to the land, or the land is proposed to be subject to a consent ballot:

No

19. SITE VERIFICATION CERTIFICATES

Whether there is a current site verification certificate (of which the Council is aware) in respect of the land, and if so, the matter certified by the certificate, and the date on which the certificate ceases to be current (if any):

No

Note: A copy of a site verification certificate may be obtained from the head office of the Department of Planning.

20. MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

Section 59(2) of the *Contaminated Land Management Act 1997* prescribes that the following matters are to be specified in a Section 149 Planning Certificate:

- (a) Is the land to which this certificate relates significantly contaminated land, and if so, the date the certificate was issued?

No

Note: A declaration of significantly contaminated land includes declarations of an investigation area or remediation site issued prior to 1 July 2009.



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Section 149 (2) Certificate
Property: 279 Georges River Road CROYDON PARK 2133

Certificate No.: 10907
Certificate Date: 31/03/2015

- (b) Is the land to which this certificate relates subject to a management order, and if so, the date the certificate was issued?

No

Note: A management order includes an investigation order or remediation order issued prior to 1 July 2009.

- (c) Is the land to which this certificate relates the subject of an approved voluntary management proposal, and if so, the date the certificate was issued?

No

Note: An approved voluntary management proposal includes a voluntary investigation proposal or voluntary remediation proposal issued prior to 1 July 2009.

- (d) Is the land to which this certificate relates subject to an ongoing maintenance order, and if so, the date the certificate was issued?

No

Note: An ongoing maintenance order includes a notice for maintenance of remediation issued prior to 1 July 2009.

- (e) Is the land to which this certificate relates the subject of a site audit statement, if a copy of such a statement has been provided at any time to the local authority issuing the certificate?

No

Brian Olsen
MANAGER BUILDING & DEVELOPMENT

SEWERAGE SERVICE DIAGRAM

Municipality of *Burwood*No. *709605*

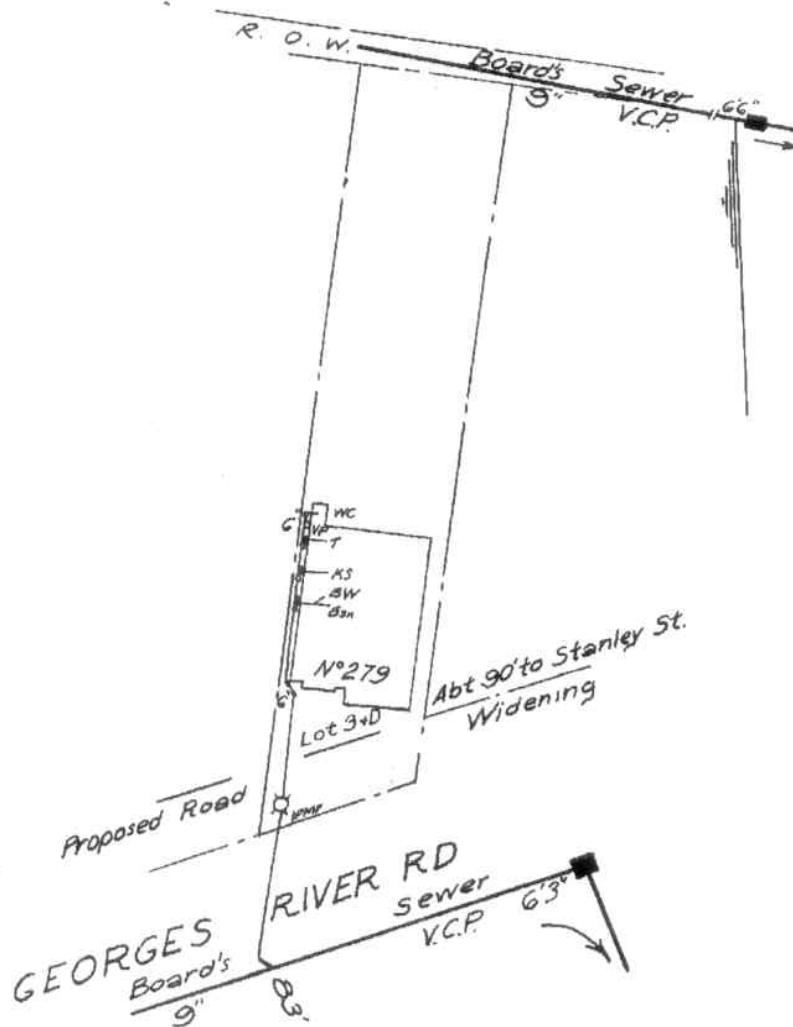
SYMBOLS AND ABBREVIATIONS

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

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



RATE No. _____ W.C.s _____ U.C.s _____ 19_____
 SHEET No. *1585* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth			Date		
Shr	Inspector	/ /	Outfall	Inspector	/ /
Bsn.	Examined by	/ /	Drainer	647 396	
K.S.		/ /	Plumber		
T.	Chief Inspector	/ /	Boundary Trap		
Pig.			is required		
Dge. Int.	Tracing Checked	/ /			
Dge. Ext.					

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