

# Contract for the sale of land – 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent

**Roger Mickhail Property Real Estate ( T : 9713 5900 F: 9713 5977)**  
**205 Lyons Rd, DRUMMOYNE NSW 2047**

Vendor

**Salvatore PECORARO**  
**37 John St LEICHHARDT NSW 2040**

Vendor's Solicitor

**ANDY PHAM LAWYERS** **T: 9727 0830 & 9727 0850**  
 Suite 2, 22 Smart St, FAIRFIELD, NSW 2165 **F: 9727 0630**  
**All Correspondence to:** PO Box 97, FAIRFIELD, NSW 1860 **Ref: AP:CV:1608**  
**E: info@andyphamlawyers.com.au**

Completion date

**42 DAYS AFTER THE DATE OF THE CONTRACT** (clause 15)

Land

**37 JOHN ST, LEICHHARDT NSW 2040**

(Address, plan details and title reference)

F/I: 10/742

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

**T:**  
**F:**

Price \$ (10% of the price, unless otherwise stated)

Deposit \$

Balance

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

Vendor

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)**

Vendor duty is payable

NO  yes in full  yes to an extent

Deposit can be used to pay vendor duty

NO  yes

Land tax is adjustable

NO  yes

GST: Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

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

#### WARNINGS

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

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

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

#### DISPUTES

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

#### AUCTIONS

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

## **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

### **WARNING SWIMMING POOLS**

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

### **WARNING SMOKE ALARMS**

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

### **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> );
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> <li>● a <i>bank</i>; or</li> <li>● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or</li> </ul> if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

## 2 Deposit and other payments before completion

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

## 3 Payment of vendor duty out of the deposit

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

## 4 Transfer

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

## 5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *servicing* 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -

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

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

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

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

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

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

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

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

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

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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 *servicing* a notice. After the *termination* the vendor can -

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage 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 *servicing* a notice before completion; and  
 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -  
 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;  
 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;  
 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and  
 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -  
 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);  
 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;  
 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;  
 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;  
 20.6.5 *served* if it is sent by 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

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

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

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

## 24 Tenancies

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

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

- 28.3 If the plan is not registered *within* that time and in that manner -
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening -
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;
- 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision;
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening -
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

## WARNING SMOKE ALARMS

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

### Conditions of sale by auction

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

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

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





## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Salvatore PECORARO**  
Purchaser:  
Property: 37 John St LEICHHARDT NSW 2040  
Dated:

### Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey & Building

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

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

### **Affectations**

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

### **Capacity**

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

### **Requisitions & Transfer**

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

Property: 37 JOHN ST, LEICHHARDT NSW 2040

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

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**30. VARIATION TO PRINTED FORM**

30.1 The form of contract annexed is amended as follows:-

- 30.1.1 Printed clause 6.2 is deleted;
- 30.1.2 In printed clause 7, "before completion" is deleted and "not less than 7 days before Completion Date" is substituted;
- 30.1.3 Delete clauses 7.1.1, 7.2.1, and 7.2.5;
- 30.1.4 In printed clauses 10.1.8 and 10.1.9, "substance" is deleted and "existence" is substituted;
- 30.1.5 Clause 12.1 is amended by inserting the words "(other than a building certificate under Section 149D of the "Environmental Planning & Assessment Act 1979")" after the word "report";
- 30.1.6 Clause 12.1 is amended by inserting the words "(other than a building certificate under Section 149D of the "Environmental Planning & Assessment Act 1979")" after the word "certificate";
  
- 30.1.7 In clause 16.5 delete, "plus another 20% of that fee".
- 30.1.8 In clause 16.8 delete in full;
- 30.1.9 In printed clause 16.6, "not less than 7 days before the Completion Date" is included after "if".
- 30.1.10 Clause 23.5.2-the words "but is disclosed in contract" is deleted.

**31. DISCHARGE OF MORTGAGES AND REMOVAL OF ENCUMBRANCES**

Should there be any mortgage or other encumbrance registered on the title of the property hereby agreed to be sold as at the date of completion hereof and the property is not sold subject thereto, the Purchaser shall not be entitled to require the Vendor have the same discharged and such discharge registered prior to completion and on completion hereof the Purchaser shall accept from the Vendor a duly executed discharge of any such mortgage in registrable form together with an allowance for the usual registration fees.

**32. NOTICE TO COMPLETE**

Notwithstanding any rule of law or equity to the contrary, in the event of either party failing to complete this Contract by 3.00 pm on the Completion Date, or before the completion date, then the party not in default shall be entitled at any time thereafter to serve upon the other party a Notice to Complete making the time for completion of this Contract essential.

Such a notice shall give within fourteen (14) days notice from the date of service and may specify a date and time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

In addition to the interest payable under clause 2 hereof, the purchaser shall pay to the Vendor's solicitor the sum of three hundred and fifty dollars (\$350.00) to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses to be allowed by the purchaser as an additional adjustment on completion. This clause does not merge on completion.

The Party serving a Notice to Complete may at any time or times:

- (i) withdraw the Notice to Complete by a further notice to the party in default;  
and
- (ii) at its options issue a further Notice to Complete.

### **33. PENALTY INTEREST**

If the Purchaser shall not complete this purchase by the completion date, without delay or default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as twelve percent (12%) interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money liability for rates and outgoings, and /or liquidated damages, and will be deemed to be part of the balance of purchase money due and payable on completion.

The vendor shall not be liable to the purchaser for any damage or loss suffered by the purchaser due to the vendor's failure to complete unless such failure constitutes a breach of an essential term of this Contract.

### **34. FOREIGN INVESTMENT WARRANTY**

The Purchaser warrants that the provisions of the Foreign Takeovers Act, 1975 (Cth) as amended, do not apply to the Purchaser or to this purchase. In the event of breach of this warranty, the purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss of damage suffered thereby. This condition will not merge on completion.

### **35. RELEASE OF DEPOSIT**

35.1 The Vendor and the Purchaser hereby agreed that the deposit herein shall be released in favour of the vendor's solicitor or agent to assist the Vendor in the purchase of a subsequent property if required including stamp duty.

35.2 In the event that the Vendor does not require release of the deposit as provided in Special Condition 35.1 above then Provision 3 of this Contract shall apply.

### **36. DEATH AND BANKRUPTCY**

36.1 Notwithstanding any rule of law or equity to the contrary should either the Vendor or the Purchaser prior to completion:-

- (i) die or become mentally ill then either party may serve upon the other party a notice rescinding this contract and such rescission shall be a rescission pursuant to Provision 19 hereof or,
- (ii) be declared bankrupt or enter into any scheme or make any assignment of the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a scheme of arrangement with its creditors, or should a liquidator, receiver or official manager be appointed in respect thereof then the party so declared shall be at liberty to exercise all or any of its rights conferred hereunder upon the above default;

- (iii) The rights and remedies set out in this Special Condition do not negate, limit or restrict any other rights or remedies which would have been available to either party had this Special Condition not been included in this Contract.

**37. ACKNOWLEDGEMENT AS TO INCLUSIONS**

- 37.1 The Purchaser acknowledges that it has inspected the building and the inclusions (if any) referred to on the front page of this contract and that it is purchasing the same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose.

**38. ACCEPTANCE OF CONDITION OF PREMISES**

- 38.1 The Purchaser hereby expressly acknowledges that it purchases the property hereby agreed to be sold in its present condition and state of repair with all faults, latent, and patent subject to air wear and tear as provided in clause 10.1.4 and the Purchaser shall not make any requisition objection or claim for compensation, rescind or terminate in this regard, and/or require the Vendor to do anything whatsoever with regard to the condition or state of repair of the said property or any improvements erected thereon;

- 38.2 Without in any manner excluding, modifying or restricting the rights of the purchaser pursuant to Section 52A (2)(b) of the Conveyancing Act 1919, and the Conveyancing (Sale of Land) Regulation 2000;

- 38.3 No objection, requisition or claim for compensation may be made by the purchaser on account of any of the followings:

- (i) any matter disclosed in any survey, or report or plan annexed to this Contract (if any) in relation to the property, and the vendor does not warrant the accuracy, completeness or the current application of such survey report or plan; or
- (ii) any matter disclosed in any Building Certificate issued under the Local Government Act 1993 or the Environmental Planning and Assessment Act 1979 (as the case may be) annexed to this Contract (if any) or
- (iii) any encroachment by a dividing fence (as defined by the Dividing Fences Act 1991) on the property or any adjoining property whether disclosed by a survey or not.

**39. VENDOR'S TITLE**

- 39.1 The Vendor shall not be required to prepare any written or other statement of the Vendors title to the property or to abstract same or to produce or furnish a covenant to produce any deeds or documents in support of such title or in verification of the abstract which are not in the possession of the Vendor or of any mortgagee of the property but it shall render to the Purchaser in lieu of same all reasonable assistance to enable with the Purchaser to do so provided such assistance shall be rendered without cost to the Vendor.

- 39.2 No objection shall be made to the execution of any document under a power of attorney authorising its execution.

- 39.3 The Vendor is not obliged to remove any charge on the Property for any outgoings until completion;

- 39.4 The vendor will not deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any outgoings; and
- 39.5 The vendor may serve a Notice to Complete on the purchaser notwithstanding that, at the time such Notice is issued or at any subsequent time, there is a charge on the Property for any outgoings.
- 39.6 The Purchaser shall take title subject to all matters contained in or endorsed on or annexed to the Deposited Plan, Strata Roll or the Strata Plan or the folio of the register for the common property and to all notifications affecting the common property.
- 39.7 The purchaser agrees that sufficient particulars of the vendor's title are disclosed in the Contract. The purchaser is not entitled to request further particulars of the vendor's title.
- 39.8 The purchaser will take title subject to existing water, sewerage and drainage, gas, electricity, telephone, or other installations, services and utilities. The purchaser will make no requisition, or claim for compensation in respect of:
- 39.9 The nature, location, availability or non-availability of any of them;
- 39.10 Any of them being a joint service with any other property;
- 39.11 Any service for any other property, or any connections for any other property which pass through the property;
- 39.12 Any sewer or water main or connection which passes through in and over the property;
- 39.13 Any manhole or vent on the property;
- 39.14 The absence of any rights or easements in respect of any of those installations or services or utilities, or in respect of the mains, pipes or connections to and from the property for them;
- 39.15 The property; the neighbourhood in which the property is located;
- 39.16 The state or repair of the property, and, if applicable, the improvements, furnishings, and chattels for any use;
- 39.17 Any rights and privileges relating to the property and/or its improvements, furnishings and chattels; or any other matter which has, or may have an effect on the property and /or its improvements, furnishings and chattels, or any surveyor report attached in this Contract.

**40. NON-RELIANCE**

The Purchaser acknowledges that it does not rely on any other letter, document, correspondence or arrangement whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written Agreement.

**41. WARRANTY AS TO AGENT**

The Purchaser warrants that it has not been introduced to the property or to the Vendor by any person or corporation who is entitled to claim monies from the Vendor

on account of such introduction or on account of the sale by the Vendor to the Purchaser other than the agent nominated herein and the Purchaser agrees to indemnify and keep indemnified the Vendor against any damages including agent's commission, selling expenses and legal costs which may be occasioned to the Vendor by virtue of the Purchaser's breach of this provision and it is further agreed that this Provision shall not merge upon completion of the Agreement.

#### **42. NOTICES**

A notice or document shall be sufficiently served for the purposes of this Contract if the notice or document is sent by facsimile transmission to a party or the solicitor for a party and in any such case shall be deemed to be duly given or made when the facsimile transmission has been completed except where:-

- (a) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have given or made; or
- (b) The time of dispatch is outside of business hours (local time) on a day on which business is generally carried on in the place to which such notice is sent in which case the notice shall be deemed to have been received at the commencement of business on the next day such day in that place.

#### **43. GENDER INTERPRETATION**

In this agreement words importing the neuter gender shall include the masculine and feminine genders and words importing the masculine gender shall include the feminine and neuter genders. Words importing the singular shall include the plural and vice versa.

#### **44. ALLOWANCE FOR WATER USAGE**

- 44.1 The Vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts.
- 44.2 The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.

#### **45. SWIMMING POOL ACT 1992**

If the improvements include a swimming pool, the Purchaser shall not be entitled to make any objection, requisition or claim for compensation by reason of the fact that such pool or its surrounds does not comply with the swimming Pools Act 1992 and/or the regulations made pursuant thereto.

#### **46. STAMP DUTIES**

The Purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. This right continues after settlement.

#### **47. GST GOOD AND SERVICE TAX**

- 47.1 Any reference in this clause to terms defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* is, unless the context indicates otherwise, a reference to that term as defined or used in that Act and any amount referred to in this contract which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.
- 47.2 If requested in writing by the purchaser within 7 days of the date of this Contract, the vendor must elect to apply the margin scheme under this contract. The vendor warrants that prior to the supply made under this contract, all of the following conditions are satisfied:
- 47.2.1 the vendor is selling a freehold interest in land;
- 47.2.2 the vendor is registered for GST; and
- 47.2.3 the sale of the property under this Contract is in the course or furtherance of the vendor's enterprise.
- 47.3 Where the margin scheme applies, a valuation as at 1 July 2000 which accords with the valuation principles established by the Commissioner of Taxation must be obtained as soon as reasonably practicable. The purchaser must, if requested by the vendor, organise and pay for this valuation, or must pay the cost of any valuation obtained by the vendor.
- 47.4 The purchaser must provide the vendor with a copy of the valuation and a written statement setting out the basis on which the GST payable has been calculated as soon as practicable after the relevant valuation has been obtained.
- 47.5 Where the margin scheme applies, the consideration payable for the supply is increased by an amount equal to one tenth of the margin for the supply. The additional consideration is payable together with the consideration to which it relates at the time and in the same manner as the consideration to which it relates.
- 47.6 Any valuation to be used for the purposes of the margin scheme must first be approved by the vendor (such approval not to be unreasonably withheld).
- 47.7 If:
- 47.7.1 GST is imposed on a supply made by the vendor under or in connection with this contract, other than the supply to which the margin scheme applies; or
- 47.7.2 the valuation required by clause 47.3 is not available by the completion date, then the consideration payable by the purchaser for that supply is increased by the rate at which that GST is imposed. The additional consideration is, subject to the supplier issuing a tax invoice to the recipient, payable at the same time and in the same manner as the consideration to which it relates.
- 47.8 If for any reason the Commissioner imposes a penalty or interest on the amount of GST payable on the transaction, the purchaser must pay to the vendor the amount of that penalty or interest within 14 days after notification by the Commissioner.
- 47.9 Clause 13 of this contract does not apply.
- 47.10 Rights under this clause continue after completion, whether or not other rights continue.



## **48 CHANGES TO CONTRACT BY SOLICITOR**

Notwithstanding any rule of law or equity to the contrary each party hereto hereby authorises his solicitor named herein or any employee of such solicitor to make any alterations to this contract including adding annexures thereto after it has been signed or executed by such party (but only up to and including the date hereof) and any such alteration shall be binding upon the party deemed hereby to have authorised the same and if such alteration had been made before this contract was so signed or executed by him and any annexure so added shall form part of this contract as if the same were annexed prior to the contract being so signed or executed aforesaid.

Without in any manner excluding, modifying or restricting the rights of the purchaser pursuant to s52(A)(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2000, the vendor makes no warranty as to the completeness or accuracy of any documents, or copy documents annexed in this Contract such that the purchaser acknowledges that sufficient information is disclosed in this Contract and the vendor is under no obligation to provide any further information to the purchaser.

These special conditions prevail over the standard conditions of the Contract for the Sale of Land in the event of any inconsistency occurs between the two.

- 48.1 The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SEPP12 that allowed subdivision of dual occupancies may be inaccurate in respect of these matters.

## **49 COMPLETION**

- 49.1.1 Completion of this Contract shall take place at the office of the Vendor's solicitor or the office of the vendor's mortgagee or as may be directed or nominated by the vendor.
- 49.1.2 If the purchaser requests the vendor to complete the Contract at a location other than the location nominated by the vendor (pursuant to special condition 50.1.1) and the vendor is in absolute discretion agrees to do so, then if the location for settlement requested by the purchaser is the Law Society Settlement Room, a fee of eighty five dollars (\$85.00) inclusive of GST is to allow in the settlement adjustments. The purchaser shall allow an additional settlement /completion fee as referred to the above for every abortive attendance to complete where a failure to complete is due to a fault or omission on part of the purchaser or a party attending on behalf of the purchaser. The payment of such fee plus any GST upon completion shall be an essential term of the Contract.
- 49.1.3 If the purchaser requests the vendor to complete the Contract at a location other than the location nominated by the vendor, and if the vendor incurs any additional fees in accommodating the request of the purchaser, then addition to the settlement fees payable to the vendor's solicitor, the purchaser shall reimburse to the vendor any such additional fees. The payment of such a fee plus GST upon completion shall be an essential term of this Contract.
- 49.1.4 In the event that settlement has been scheduled, booked or arranged by both parties, it is an essential term of these special conditions that the purchaser will pay a sum of \$150.00 to the vendors' solicitors to be adjusted on settlement to compensate additional time spent on the matter, and also being cancellation fee. This special condition applies on each and every occasion to rearrange settlement. This condition will not be merge on completion.

## **50. PURCHASER'S FINANCE.**

50.1 The purchaser expressly warrants to the vendor that it either holds a current loan approval in an amount and upon terms which it considers to be reasonable and fully satisfactory and sufficient to enable the completion of this Contract or that it does not require finance to complete this Contract.

## **51. CAVEATS & EXISTING MORTGAGES**

51.1 The Purchaser will not require the vendor prior to completion to register a Discharge of any mortgage or withdrawal of any caveat affecting the property. The purchaser will accept on completion a duly executed Discharge of any Mortgage or Withdrawal of any Caveat, and the Vendor will allow the purchaser the appropriate adjustment for the lodgment fee.

51.2 The purchaser will not register any caveat against any of the Certificate of Title relating to the property notifying its interest under the Contract.

## **52. REDUCED DEPOSIT**

52.1 The purchaser acknowledges that the vendor is normally entitled to require payment of a deposit equal to ten (10%) of the price on the date of this Contract.

52.2 The purchaser also acknowledges that in the event that vendor had accepted 5% of the contractual price, or a deposit power bond as a deposit on the condition that, if the purchaser defaults in the observance or performance of any of the purchaser's obligations under this Contract, the purchaser must pay to the vendor an additional amount equal to 5% of the price or the full 10% of the price in event of the deposit power bond immediately upon demand by the vendor.

52.2.1 If the purchaser fails to pay the additional amount on demand by the vendor, the vendor may recover the additional amount from the purchaser as a debt.

52.2.2 The vendor shall be entitled to recover from the purchaser an amount equal to 10% of the contractual price less the deposit actually paid as liquidated damages, and it is agreed that this right shall be in addition to, and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of law or equity to the contrary. This clause shall not merge on completion of this Contract.

## **53. GUARANTEE (IN THE EVENT THAT THE PURCHASER IS A CORPORATION).**

53.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.

53.2. The word Guarantor means

and (being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

53.3.1 In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:

53.3.2 payment of all money payable to the vendor by the purchaser under this Contract; and

53.3.3 the performance of all of the purchaser's other obligations under this Contract.

53.3.4 The Guarantor:

53.3.5 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this Contract; and

53.3.6 must pay on demand any money due to the vendor under this Indemnity.

53.3.7 the Guarantor is jointly and severally liable with the purchaser to the vendor for:

53.3.8 the performance by the purchaser of its obligations under this Contract; and

53.3.9 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligation under this Contract or the termination of this Contract by the Vendor.

53.3.10 the Guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any rights under this clause.

53.3.11 If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.

53.3.12 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:

53.3.12.1 the granting of any time, waiver, covenant not to sue or other indulgence;

53.3.12.2 the release or discharge of any person;

53.3.12.2.1 an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;

53.3.12.2.2 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a Statute, a Court or otherwise;

53.3.12.2.3 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable, or;

53.3.12.2.4 the winding up of the purchaser.

This clause binds the Guarantor, and the executors, administrators and assigns of the Guarantor.

#### **54. INCONSISTENCY**

If there is any inconsistency in this Contract between the printed clauses and these Special Conditions, these Special Conditions prevail to the extent of that inconsistency.

#### **55. SEVERABILITY**

The unenforceability of any provision of this Contract does not affect the enforceability of any other provision.

**56. NO MERGER**

This Special Condition does not merge on completion.

**57. CLAIM FOR COMPENSATION.**

Notwithstanding any other provision of this Contract, any claim for compensation made by the purchaser under this Contract will be deemed to be an objection or requisition entitling the vendor to rescind this Contract.

**58. EXTENSION OF TIME TO PAY BALANCE TO DEPOSIT WHERE COOLING OFF PERIOD IS EXTENDED.**

(I) If the purchaser has the benefit of a “cooling off period”, and this Contract has provision whereby only part of the Deposit is payable on the exchange, and the balance of the Deposit is payable before the end of the 5<sup>th</sup> business days after the date of this Contract. In the event that the vendor agrees to the extend the Purchaser’s cooling off period, then the time for payment of the balance of the Deposit shall be similarly extended.

(II) In this clause, “cooling off period” means the period referred to in s66S of the Conveyancing Act 1919.

**60. REQUISITIONS.**

For the purpose of clause 5.1, the requisitions or general questions about the property, or the title must be in the form of the attached requisitions.

**61. BUILDING CERTIFICATE**

Notwithstanding the provisions of Clause 11 hereof, as a consequence of any application by the purchaser for a building certificate from the Local Council;

61.1 The Purchaser is not entitled to require the vendor to:

61.1.1 apply for do anything to obtain the building certificate; nor

61.1.2 comply with the local council's requirements for the issue of a building certificate;

61.1.3 A work order under any legislation is made after the date of this Contract; or

61.1.4 The Local Council informs the purchaser of works to be done before it will issue the Building Certificate.

61.2 Completion of this Contract is not conditional on the Vendor, or the Purchaser obtaining the building certificate. The Purchaser is not entitled to make any

requisition or claim for compensation in respect of such work order, or the works required by the Local Council, and if this Contract is completed the Purchaser must comply with such work order, and pay the expense of compliance, or do the works required at his/her expense.

61.3 The purchaser agrees that after completion, the purchaser will comply with the requirements of the Local Government ordinance, Acts and regulations in respect of s149D building certificate issued for work to be done either before, after and concurrently with the issue of the s149D Building Certificate, then the purchaser will be liable to attend to any matters, or work to be done as required by the Council, and this clause shall take precedence over any other clause or condition contained in this Contract, and that this special conditions shall not merge upon completion of this Contract.

61.4 The purchaser may not make any claim, or raise any requisition whatsoever in relation to any non-compliance issue on a Building Certificate, or other relevant legislation.

Signature of the Vendor

X

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Signature of the purchaser

X

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Order number: 38476035  
Your Reference: AP:CV:1608 S Pecoraro  
09/08/16 20:42

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 10/742

SEARCH DATE	TIME	EDITION NO	DATE
9/8/2016	8:42 PM	5	17/6/2015

LAND

LOT 10 IN DEPOSITED PLAN 742  
LOCAL GOVERNMENT AREA INNER WEST  
PARISH OF PETERSHAM COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP742

FIRST SCHEDULE

SALVATORE PECORARO (T AJ576255)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AJ576256 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 9/8/2016

\* 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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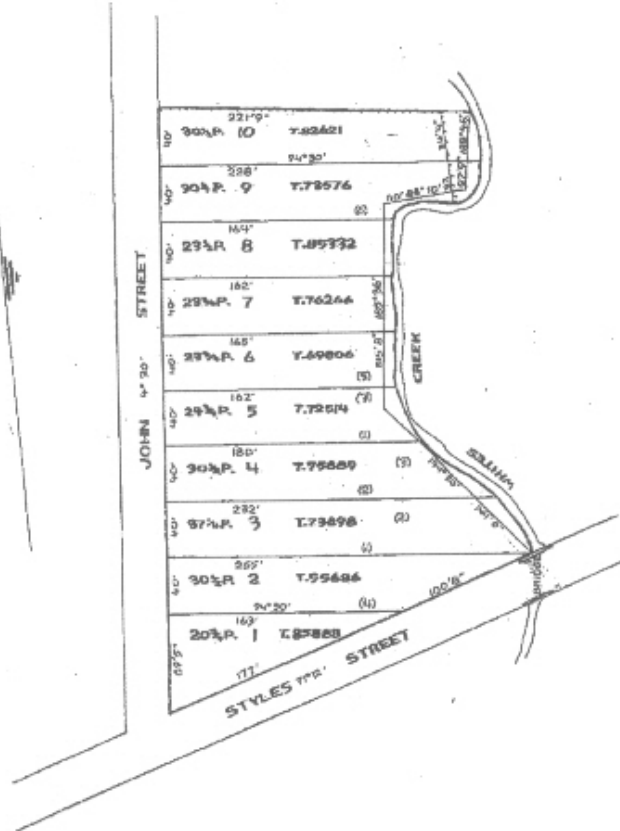
MUNICIPALITY OF LEICHHARDT

DP 742

LEICHHARDT  
 PH. PETERSHAM CO. CUMBERLAND  
 SCALE 50 FEET TO ONE INCH

NOTES

NO.	LOT	PARTICULARS
07	34 1/2 P.	RR 999512
08	34 1/2 P.	RR 999513
09	34 1/2 P.	RR 999514
10	34 1/2 P.	RR 999515
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197	34 1/2 P.	RR 999702
198	34 1/2 P.	RR 999703
199	34 1/2 P.	RR 999704
200	34 1/2 P.	RR 999705



CONVERSION TABLE ADDED BY REGISTER GENERAL'S DEPARTMENT

NO. 392

FEET	INCHES	METRES
25	3 3/4	7.62
32	-	9.753
39	4	10.960
40	-	12.19
47	7	13.6
59	5	17.16
110	0	30.480
144	6	39.624
145	8	40.1
162	-	49.38
163	-	49.68
164	-	49.98
166	-	50.27
177	-	55.98
180	-	57.91
201	9	64.31
208	-	69.49
252	-	76.81
255	-	77.72

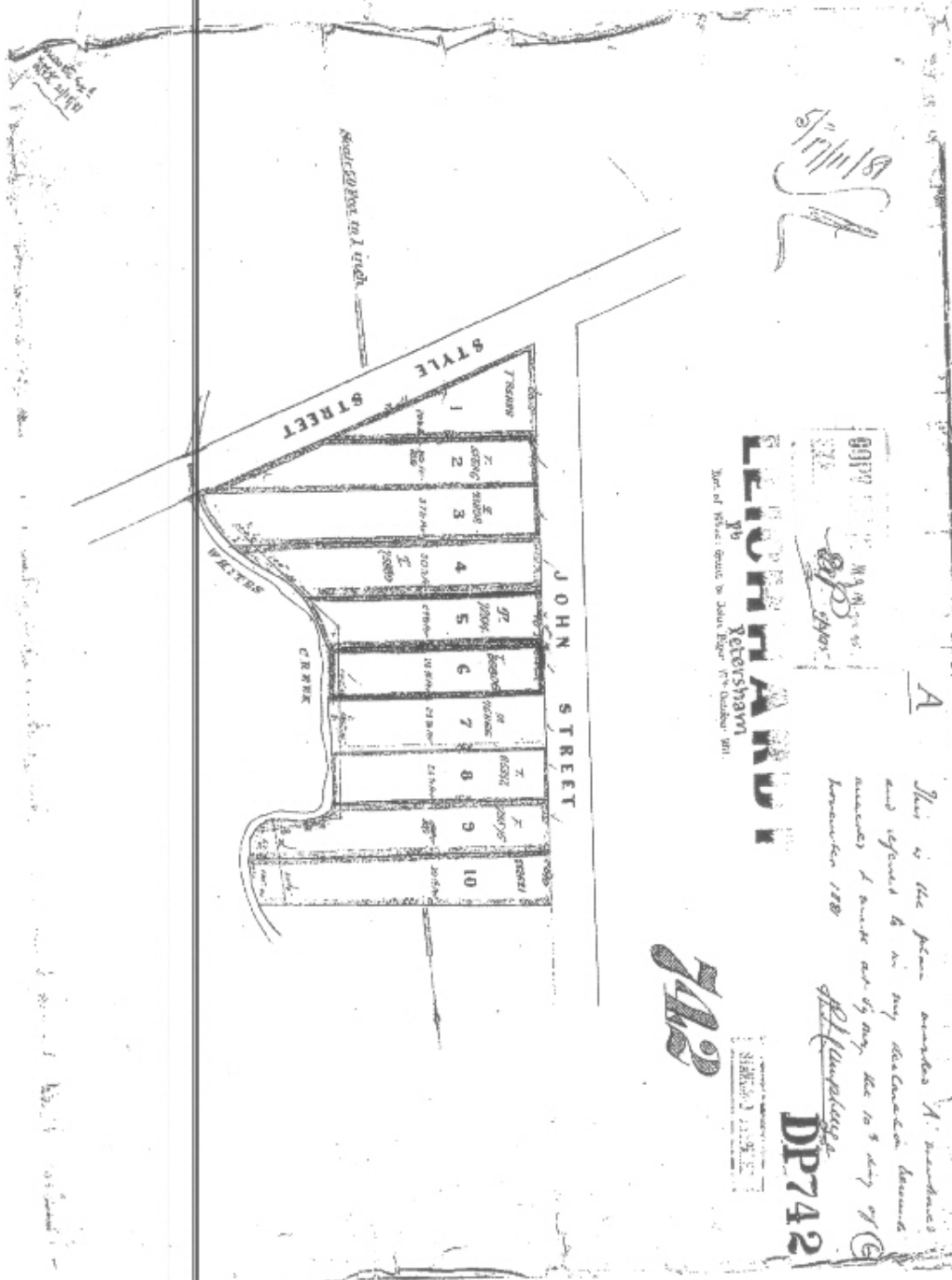
  

AC	RD	P	RS	R
-	-	33 1/4	324.4	
-	-	34 1/2	359.4	
-	-	35 3/4	400.7	
-	-	36 3/4	442.1	
-	-	38 1/2	511.4	
-	-	40 1/2	580.7	

PREPARED BY: 19-572  
 EXPEND: 1,318.472.

I, Bruce Richard Gentes, Registrar General for New South Wales, certify that this negative is a photograph made of a document covered of a document in my custody this 11th day of June, 1972.



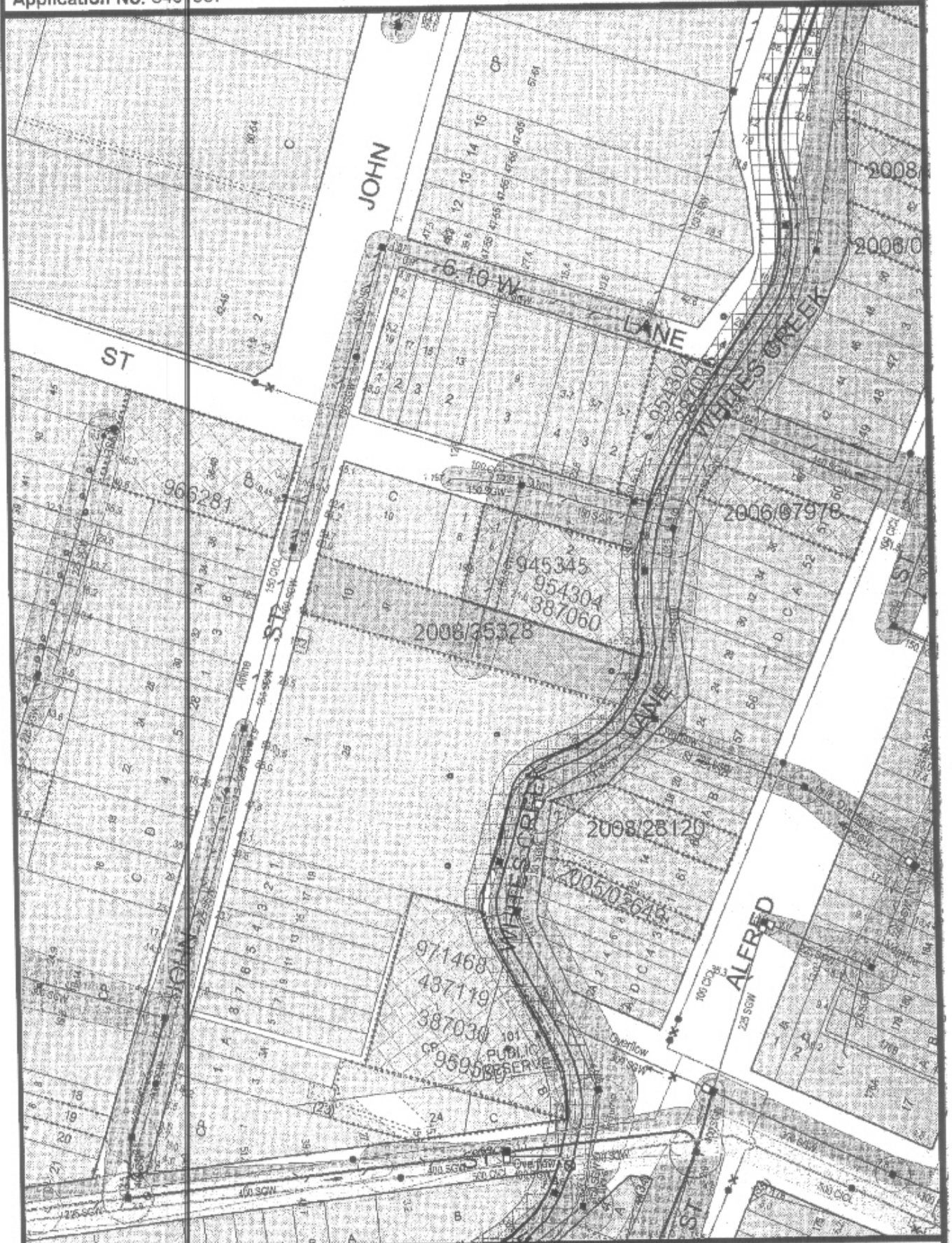


CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT

Feet to Meters

FEET INCHES	METRES
33 2 3/8	7.07
32	9.755
30	10.460
28	12.19
27 9	17.0
26 8	21.16
25 8	20.805
24 8	46.305
23 8	46.4
22 8	49.20
21 8	49.68
20 8	49.985
19 8	50.25
18 8	50.50
17 8	50.76
16 8	51.02
15 8	51.28
14 8	51.54
13 8	51.80
12 8	52.06
11 8	52.32
10 8	52.58
9 8	52.84
8 8	53.10
7 8	53.36
6 8	53.62
5 8	53.88
4 8	54.14
3 8	54.40
2 8	54.66
1 8	54.92
0 8	55.18
0 0	55.44
0 0	55.70
0 0	55.96
0 0	56.22
0 0	56.48
0 0	56.74
0 0	57.00
0 0	57.26
0 0	57.52
0 0	57.78
0 0	58.04
0 0	58.30
0 0	58.56
0 0	58.82
0 0	59.08
0 0	59.34
0 0	59.60
0 0	59.86
0 0	60.12
0 0	60.38
0 0	60.64
0 0	60.90
0 0	61.16
0 0	61.42
0 0	61.68
0 0	61.94
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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 approximate only.

# DIAGRAM OF SANITARY DRAINAGE

Municipality of Leichhardt SEWER AVAILABLE

Diagram No. 250771.

- Boundary Trap
- Pit
- ▣ Grease Interceptor
- ⊖ Gully
- ⊕ P. Trap
- ⊗ Reflux Sink

- SYMBOLS AND ABBREVIATIONS**
- R.V. Reflux Valve
  - C.E. Cleaning Eye
  - VERT. Vertical Pipe
  - V.P. Vent. Pipe
  - S.V.P. Soil Vent. Pipe
  - D.C.C. Down Cast Cowl
  - I.P. Induct Pipe
  - M.F. Mica Flap
  - Tubs
  - K.S. Kitchen Sink
  - W.C. Water Closet
  - B.W. Bath Waste

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

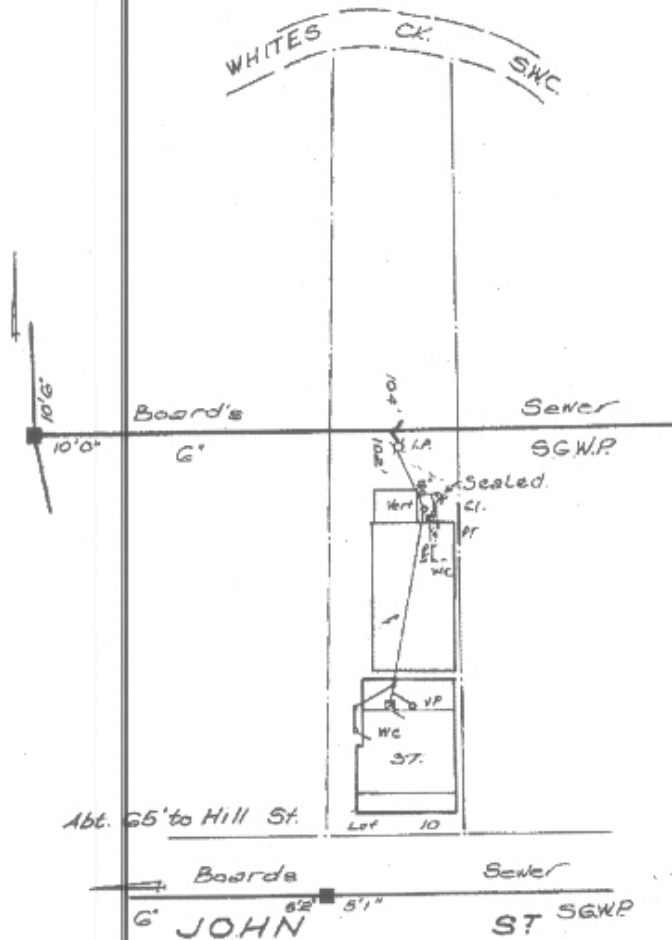
This diagram is the property of the Owner and is to be returned to him on completion of the work. Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

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

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

10/52304

136/5275.  
Trade Waste Disused.



SHEET No. 2313.

19 FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY		222135	
W.C.	Designed by	DATE	Inspector
Bth	Inspector	DATE	Inspector
Shr		DATE	Inspector
Bsn	Examined by	DATE	Checked
K.S.		DATE	Checked
T	Chief Inspector	DATE	Checked
		Drainer	Checked

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.



# INNER WEST COUNCIL

## PLANNING CERTIFICATE

UNDER SECTION 149 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

No 2015/16: 1863  
Fee: \$133.00  
Receipt No: 1777261  
Certificate Date: 25-May-2016  
Reference:

Applicant	Owner (as recorded by Council)
Salvatore Pecoraro 37 John St LEICHHARDT NSW 2040  PH: 0416 166 366	Mr S Pecoraro 37 John St LEICHHARDT NSW 2040

Subject property address	Legal description
37 John Street, LEICHHARDT NSW 2040	Lot 10 DP 742

### Information provided pursuant to Section 149(2) of the EP&A Act

In accordance with the requirements of section 149(2) of the *Environmental Planning and Assessment Act 1979*, the following prescribed matters relate to the land at the date of this certificate.

Customer Service Centres

**Petersham** | P (02) 9335 2222 | E council@marrickville.nsw.gov.au | 2-14 Fisher Street, Petersham NSW 2049  
**Leichhardt** | P (02) 9367 9222 | E leichhardt@lmc.nsw.gov.au | 7-15 Wetherill Street Leichhardt NSW 2040  
**Ashfield** | P (02) 9716 1800 | E info@ashfield.nsw.gov.au | 260 Liverpool Road Ashfield NSW 2131

## 1. Names of relevant planning instruments and DCPs

### State Environmental Planning Policies (SEPPs) & proposed SEPPs

- State Environmental Planning Policy No.19 – Bushland in Urban Areas
- State Environmental Planning Policy No. 21 – Caravan Parks
- State Environmental Planning Policy No. 32 – Urban Consolidation (Redevelopment of Urban Land)
- State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
- State Environmental Planning Policy No. 55 – Remediation of Land
- State Environmental Planning Policy No. 64 – Advertising and Signage
- State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development
- State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Major Development) 2005
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- Draft State Environmental Planning Policy (Competition) 2010

The following Local Environmental Plan applies to the land:

Leichhardt Local Environmental Plan 2013

The following proposed Local Environmental Plan applies to the land. The proposed Local Environmental Plan has been the subject of community consultation or has been placed on public exhibition:

Draft LEP Amendment No. 9 – Housekeeping Amendment

The following Development Control Plan applies to the land:

Leichhardt Development Control Plan 2013

## 2. Zoning and land use under relevant environmental planning instruments referred to in clause 1 (other than a SEPP or proposed SEPP)

### Zone IN2 Light Industrial

#### 1 Objectives of zone

- To provide a wide range of light industrial, warehouse and related land uses.
- To encourage employment opportunities and to support the viability of centres.
- To minimise any adverse effect of industry on other land uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To support and protect industrial land for industrial uses.
- To retain existing employment uses and foster a range of new industrial uses to meet the needs of the community.
- To ensure the provision of appropriate infrastructure that supports Leichhardt's employment opportunities.
- To retain and encourage waterfront industrial and maritime activities.
- To provide for certain business and office premises and light industries in the arts, technology, production and design sectors.

#### 2 Permitted without consent

Nil

#### 3 Permitted with consent

Agricultural produce industries; Depots; Educational establishments; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Light industries; Neighbourhood shops; Places of public worship; Roads; Storage premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

#### 4 Prohibited

Air transport facilities; Airstrips; Aquaculture; Biosolids treatment facilities; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Child care centres; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Forestry; Home businesses; Intensive livestock agriculture; Hazardous storage establishments; Health services facilities; Heavy industries; Helipads; Highway service centres; Home occupations (sex services); Information and education facilities; Livestock processing industries; Marinas; Markets; Mooring pens; Moorings; Offensive storage establishments; Open cut mining; Public administration buildings; Pubs; Registered clubs; Residential accommodation; Respite day care centres; Restaurants or cafes; Roadside stalls; Rural supplies; Shops; Stock and sale yards; Tourist and visitor accommodation; Waste disposal facilities

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**

Whether the land includes or comprises **critical habitat**: **NO**

Whether the land is in a **conservation area** (however described): **NO**

Whether an item of **environmental heritage** (however described) is situated on the land: **NO**

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

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 **DOES NOT** apply to any land in Leichhardt Municipal Council.

### 3. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

#### General Housing Code

Whether complying development may be carried out on this land under the General Housing Code:

**YES**, subject to the satisfaction of all the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### Housing Alterations Code

Whether complying development may be carried out on this land under the Housing Alterations Code:

**YES**, subject to satisfaction of all the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### General Development Code

Whether complying development may be carried out on this land under the General Development Code:

**YES**, subject to satisfaction of all the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### Commercial and Industrial Alterations Code

Whether complying development may be carried out on this land under the Commercial and Industrial Alterations Code:

**YES**, subject to satisfaction of all the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### Commercial and Industrial (New Buildings and Additions) Code

Whether complying development may be carried out on this land under the Commercial and Industrial (New Buildings and Additions) Code:

**YES**, subject to the satisfaction of all the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### Subdivisions Code

Whether complying development may be carried out on this land under the Subdivisions Code:

**YES**, subject to satisfaction of all the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### Demolition Code

Whether complying development may be carried out on this land under the Demolition Code:

**YES**, subject to satisfaction of all the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### Fire Safety Code

Whether complying development may be carried out on this land under the Fire Safety Code:

**YES**, subject to satisfaction of all the relevant criteria in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### 4. Coastal protection

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the Council has been so notified by the Department of Services, Technology and Administration: **NO**

#### 4A. Certain information relating to beaches and coasts

(1) Whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land),  
**NO**

- Is Council satisfied that such an order has been fully complied with: **N/A**

(2) (a) Whether Council has been notified under section 55X of the *Coastal Protection Act 1979* temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land),  
**NO**

(b) Whether Council is satisfied that the works have been removed and the land restored in accordance with that Act.  
**N/A**

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

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

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*:  
**NO**

#### 6. Road widening and road realignment

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

Division 2 of Part 3 of the <i>Roads Act 1993</i>	<b>NO</b>
any Environmental Planning Instrument	<b>NO</b>
any resolution of the Council.	<b>NO</b>

#### 7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:

land slip	<b>NO</b>
bushfire	<b>NO</b>
tidal inundation	<b>NO</b>
subsidence	<b>NO</b>
acid sulfate soils	<b>NO</b>
any other risk (other than flooding)	<b>YES</b> - The Council has adopted a policy which may restrict the development of the land if the potential for the risk of land contamination exists. This policy is Development Control Plan 2013 refer to Part C: Place Section 1 General Provisions - C1.8 Contamination. Persons relying on this certificate should refer to this DCP to satisfy themselves that the land is suitable for the intended use.

Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:

land slip	<b>NO</b>
bushfire	<b>NO</b>
tidal inundation	<b>NO</b>
subsidence	<b>NO</b>
acid sulfate soils	<b>NO</b>
any other risk (other than flooding)	<b>NO</b>

## 7A. Flood related development controls information

(1) Whether or not 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:

YES

Note: the land is identified in the Draft Mapping of Flood Control Lots – Leichhardt LGA, Draft Leichhardt Flood Study and/or Draft Estuarine Planning Levels Study. For more information please contact Council's Infrastructure and Service Delivery Team on 9367 9222.

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

YES

Note: the land is identified in the Draft Mapping of Flood Control Lots – Leichhardt LGA, Draft Leichhardt Flood Study and/or Draft Estuarine Planning Levels Study. For more information please contact Council's Infrastructure and Service Delivery Team on 9367 9222.

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

## 8. Land reserved for acquisition

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

NO

## 9. Contributions plans

- (1) Developer Contributions Plan No 1 – Open Space and Recreation (In operation from 18.1.05)
- (2) Developer Contributions Plan No 2 – Community Facilities and Services (In operation from 23.8.05)
- (3) Transport and Access Contributions Plan (In operation from 3.11.99)

## 9A. Biodiversity certified land

The land IS NOT biodiversity certified as defined under Part 7AA of the *Threatened Species Conservation Act 1995*.

## 10. Biobanking agreements

There are NO biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* (that Council has been notified of by the Director-General of the Department of Environment, Climate Change and Water).

## 11. Bush fire prone land

The land IS NOT bush fire prone land as defined under the *Environmental Planning and Assessment Act, 1979*.

## 12. Property vegetation plans

Property vegetation plans under the *Native Vegetation Act 2003* DO NOT apply to any land in Leichhardt Municipal Council.

## 13. Orders under Tree (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

There IS NOT 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.

## 15. Site compatibility certificates and conditions for seniors housing

State Environmental Planning Policy (Housing For Seniors or People with a Disability) 2004 DOES apply to this land.

There IS NOT a current site compatibility certificate (of which Council is aware), issued under Clause 25 of State Environment Planning Policy (Housing For Seniors or People with a Disability) 2004 in respect of proposed development on the land.



#### 16. Site compatibility certificates for infrastructure

There **IS NOT** a valid site compatibility certificate (of which Council is aware), issued under Clause 19 of State Environment Planning Policy (Infrastructure) 2007 in respect of proposed development on the land.

#### 17. Site compatibility certificates for affordable rental housing

There is **NOT** a valid site compatibility certificate (of which the Council is aware), issued under clause 37 of State Environmental Planning Policy (Affordable Rental Housing) 2009 in respect of proposed development on the land.

#### 18. Paper subdivision information

- (1) There **IS NOT** any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) There **IS NOT** any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*

#### 19. Site verification

There **IS NOT** a current site verification certificate, of which the Council is aware, in respect of the land.

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,  
**NO**
- (b) that the land to which the certificate relates is subject to a management order within the meaning of the Act – if it is subject to such an order at the date when the certificate issued,  
**NO**
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act – if it is the subject of such an approved proposal at the date when the certificate is issued,  
**NO**
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,  
**NO**
- (e) that the that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.  
**NO**

**Note.** Note the following matters are prescribed by section 26 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* as additional matters to be specified in a planning certificate:

Whether an exemption has been made under section 23 and/or an authorisation under section 24 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* (but only if the Council has been provided with a copy of the exemption and/or authorisation by the Co-ordinator General under that Act):  
**NO**

**The following information is provided pursuant to Section 149(5) of the EP&A Act.**

### **Boarding House**

This property **IS NOT** registered with Council as a boarding house. Nevertheless the provisions of State Environmental Planning Policy (Affordable Rental Housing) 2009 may apply.

### **Additional Information**

#### **AUSTRALIAN NOISE EXPOSURE FORECAST (A.N.E.F.)**

The subject land is in the ANEF 20-25 contour.

For more information please contact:

#### **Airservices Australia**

Noise Enquiry Lines

The national number rings at the nearest local noise enquiry office.

**National Noise Enquiry Line: 1800 802 584**

Head Office Address:

Alan Woods Building  
25 Constitution Avenue  
Canberra ACT 2601

Postal Address:

GPO Box 367  
Canberra ACT 2601

Phone: 02 6268 4111 or 1300 301 120

Fax: 02 6268 5683

ANEF information can be found under the Airservices Australia web site:

<http://www.airservicesaustralia.com>

#### **SYDNEY PORTS CORPORATION**

Some land in Leichhardt, located in the vicinity of the White Bay and Glebe Island ports may be affected by noise from port operations. If you consider that the subject land is, or is likely to be affected by port noise, please contact:

The Environment Operations Manager at:

Sydney Ports Corporation  
Level 4, 20 Windmill Street  
Walsh Bay NSW 2000  
Telephone (02) 9296 4999

### Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act, 1993* and Section 121ZP of the *Environmental Planning and Assessment Act, 1979* may be applied for at Leichhardt Municipal Council.

### General Message on matters not able to be included in this Certificate

The s149 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

### General Information

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 149(2) is in accordance with the matters prescribed under schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 149(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 149(6) and section 145B of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 149(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies and should be directed to Planning and Environment. Please contact Council's Strategic Planning section for further information about this Planning Certificate.

Gill Dawson  
Manager Environment and Urban Planning, Leichhardt

Per:

