

Summary File ONLY

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**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED
FOR YOUR INFORMATION TO DECIDE WHETHER TO
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.

**STATE PROPERTY AUTHORITY
ON BEHALF OF
MINISTER FOR EDUCATION AND TRAINING**

645-651 ANZAC PARADE, MAROUBRA

FOR SALE BY TENDER

RFT NO. 0801792

**CLOSING DATE AND TIME FOR LODGMENT OF TENDERS:
9.30 AM on 26 NOVEMBER 2008**

I V KNIGHT
State Crown Solicitor
60-70 Elizabeth Street
SYDNEY NSW 2000
Tel: (02) 9224 5079
Fax: (02) 9224 5077
DX 19 SYDNEY
Reference: 200802497
T10 Claire Armour

TENDER FORM FOR PURCHASE OF
645-651 ANZAC PARADE, MAROUBRA

TO: MINISTER FOR EDUCATION AND TRAINING
 C/- State Property Authority

I/We
 of
 ("Tenderer"):

1. Offer to buy from the Minister for Education and Training (the "Vendor") the Property described in the attached Tender Contract on the terms as therein mentioned for the sum of [insert amount in words]
 [insert amount in figures](\$) (plus GST), (the "Offer").
2. Acknowledge this Tender is made pursuant to the annexed Conditions of Tender.
3. Agree, in consideration of the Vendor considering this Tender, to be bound by the Conditions of Tender.
4. Submit:
 - (a) A bank cheque for Twenty-five thousand dollars (\$25,000.00) in favour of the Agent being the Tender Deposit; and
 - (b) The Tender Contract duly executed.

The Site the subject of the Tenderer's Offer will be the "Property" for the purposes of this Tender.

TO BE COMPLETED BY TENDERER

Dated at this day of , 2008

Full Name of Tenderer:

Address for Service:

Solicitors for Tenderer:

Corporations:

1. Place of Incorporation:
2. Execution (under common seal or in accordance with the Corporation's constitution):
3. A.C.N:
4. Tax File Number:
5. ABN:

Natural Persons:

1. Signature:
2. Witness to Signature:
3. Name and Address of Witness:
4. Tax File Number:
5. ABN:

- NOTE:** (i) The front page of the relevant Tender Contract must be completed and the relevant execution clauses at the end of Annexure "A" to the Tender Contract, must be executed by the Tenderer (and by all guarantors as required) in accordance with Tender Condition 1.
- (ii) If the Tender Form or Tender Contract are executed under Power of Attorney, a certified copy of the Power must accompany the Tender and the Attorney must state that he/she has no notice of revocation of such Power of Attorney.

**CONDITIONS OF TENDER FOR THE PURCHASE OF PROPERTY KNOWN AS
645-651 ANZAC PARADE, MAROUBRA**

1. Submission of Tenders

The State Property Authority is acting as agent of the Vendor and is undertaking the management of this Tender process. Tenders must be submitted on the Tender Form, included in this Tender Document, showing the amount for which the Tenderer offers to purchase the Property.

The Tender Form must be accompanied by the appropriate Tender Contract in the same form as attached to this Tender Document and being duly executed by the Tenderer by execution of the appropriate execution clause or clauses at the end of Annexure "A" to the relevant Tender Contract.

In the case of a Tender submitted by a Corporation not listed on an Australian Stock Exchange, the Tender Contract must also be duly executed by all the directors of the Tenderer Corporation as guarantors, by execution of the appropriate execution clause at the end of Annexure "A" to the Tender Contract and the Tender Contract must be completed by inserting the details of the names and addresses of all of the directors of the Tenderer Corporation in the relevant Special Condition dealing with guarantees.

The Tender Contract must be left undated, and the Tenderer must complete the front page of the Tender Contract by inserting the Tenderer's name and address, the Tenderer's Solicitor's name and address, telephone number, facsimile number and DX number, the Price, Deposit and Balance of the Price.

The Tenderer must also submit a Tender Deposit together with the Tender Contract. The Tenderer is only required to submit one Tender Deposit in the event the Tenderer submits a conforming and a non-conforming Tender.

All Tenderers must comply with the NSW Government Code of Practice for Procurement that is current at the date two weeks prior to the close of Tenders. A copy of the Code is available on the Treasury website www.treasury.nsw.gov.au. The ability of a Tenderer to demonstrate compliance with the Code is an essential condition.

Lodgement of a Tender will itself be an acknowledgement and representation by the Tenderer that it is aware of the requirements of the Code, that the Tenderer will comply with the Code and that the Tenderer agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any contract that may be awarded.

If a Tenderer has failed to comply with the Code, this failure will be taken into account by the Vendor when considering its Tender or any subsequent Tender and may result in this or any subsequent Tender being passed over without prejudice to any other rights of action or remedies available to the Vendor.

State Property Authority reserves the right to issue written addenda in respect of the Tender or this Tender Document in the event that any changes are required to the Tender or Tender Contract or to any matter in relation to the Property. Such addenda may include an extension of the Closing Date. In the event that State Property Authority, in its discretion, decides to alter the Closing Date, State Property Authority will issue an addendum to that effect to every Tenderer who has requested a copy of this Tender Document.

2. **Tender Deposit**

Together with the Tender Form and submission of the completed Tender Contract, each Tenderer must provide a Tender Deposit, in the form of a bank cheque for \$25,000.00, payable to the Agent.

The Tender Deposit cheque must be lodged into the Tender Box at the NSW Department of Commerce, Level 3 (Ground floor) McKell Building, 2-24 Rawson Place, Sydney, NSW, 2000 – by the Closing Date for Tenders. Access to the Tender Box is during business hours only.

If a Tender is accepted, the Tender Deposit will form part of the Deposit payable under the Tender Contract, and shall be treated in terms of the Tender Contract.

Following receipt State Property Authority will hold all Tender Deposits pending the decision on the Successful Tender or all Tenders being rejected. Upon acceptance of a Tender the Tender Deposit of the successful Tenderer will be forwarded to the Agent. The Agent will invest the Tender Deposit from receipt.

3. **Lodgement of Tender**

An original hard copy Tender must be lodged, photocopies will not be accepted for lodgement. A 'soft' copy (such as computer disk) Tender may be lodged or the Tender otherwise electronically submitted however an original hard copy Tender must also be lodged.

The Tender must be properly completed and enclosed in a sealed envelope, labelled "RFT 0801792 Tender, 645-651 Anzac Parade, Maroubra".

Tenders shall be lodged in person into the:

Tender Box
NSW Department of Commerce,
Level 3 (Ground Floor), McKell Building,
2 -24 Rawson Place,
Sydney NSW 2000

Tenders must be lodged by the Closing Date.

Tenders forwarded by post, by facsimile or only electronically submitted will not be accepted. If the Tender is large in physical size or delivery personnel require a signature as evidence of delivery, the Tender must be delivered between 8:30 am and 4:30 pm, Mondays to Fridays (except public holidays). Contact (02) 9372 8900 to make arrangements.

Tenders that contain omissions, erasures or irregularities of any kind may be rejected. No oral or telephonic Tenders or modifications will be considered. However, written modifications received prior to the Closing Date may be considered.

4. **Non-Conforming Tenders**

A non-conforming Tender will be deemed to be a Tender not in the form attached to this Tender Document at the time of issue by State Property Authority (as amended from time to time by any written addenda issued by State Property Authority on behalf of the Vendor

as set out above) including without limitation any alterations amendments or additions that have been made to the printed form or to the additional provisions of the Tender Contract or to any attachments to the Tender Contract or whereby any offer to purchase is made subject to a variation, change, addition to or deletion from the printed form of, or to the additional provisions to, the Tender Contract or to any attachments to the Tender Contract.

State Property Authority will give preference to conforming Tenders, however the Vendor may in its absolute discretion consider and accept any non-conforming Tenders lodged. The Vendor may consider any reasonable amendments to the terms and conditions of the Tender Contract in its absolute discretion, such amendments being deemed to be a non-conforming Tender.

5. **Tender Validation**

Tenders submitted remain valid for acceptance for a period of twenty (20) Business Days from the Closing Date ("Tender Validation Period"). State Property Authority shall, subject to Condition 12 hereof, notify the successful Tenderer of acceptance of its Tender within twenty (20) Business Days of the Closing Date or such further period, not being more than twenty (20) Business Days, as shall be determined by State Property Authority.

Tender Deposits of unsuccessful Tenderers will be returned to them within twenty (20) Business Days after the date of rejection of Tenders and such unsuccessful Tenderers will, by the return of the Tender Deposit, be deemed to have been notified that their Tender was unsuccessful.

The Tenders will be evaluated by an Assessment Panel consisting of State Property Authority representatives. The Assessment Panel may call on advisors to provide technical assistance.

During the Tender Validation Period, the Assessment Panel reserves the right to discuss any matter with or deal with any Tenderer to seek clarification, further information, presentations and to discuss the financial and any other aspects of the offer proposed, in its absolute discretion. At the conclusion of the assessment process the Assessment Panel will make a recommendation to the Vendor to accept or reject the Tenders.

The Assessment Panel will not be under any obligation to consider any Tender and the Vendor will not be under any obligation to consider, negotiate or accept any Tender or the recommendation of the Assessment Panel.

6. **Disqualification of Tender**

State Property Authority may, in its absolute discretion, eliminate or disqualify any Tender. If, in the opinion of State Property Authority, collusion exists among the Tenderers, none of the Tenders of the participants deemed by State Property Authority to be involved in collusion will be considered.

7. **Rejection of Tender**

State Property Authority on behalf of the Vendor may, in its absolute discretion, consider, accept or reject any Tender that is:

- (a) Late;
- (b) Not accompanied by the full Tender Deposit;
- (c) In any manner incomplete, obscure or irregular; or

- (d) Does not comply with any requirements of these conditions.

The decision of State Property Authority in these matters will be final and conclusive.

8. **Modification of a Lodged Tender**

A modification of a Tender already lodged will be considered only if the modification is deposited prior to the Closing Date. All modifications shall be in writing, executed and submitted in the same form and manner as the original Tender.

Any amendment or addition to the Tender Contract may be adopted by State Property Authority in its absolute discretion and, if adopted, Tenderers will be advised by notice of the amendment or addition by the Agent or State Property Authority or its solicitor and the Tender Form executed and delivered by the Tenderer pursuant to Condition 1 above shall be the basis of the Tender Contract which will be deemed to have been amended or added to in accordance with the aforesaid notice, but all relevant Conditions of the Tender Conditions shall still apply.

9. **Tenderer's Address**

The Tender shall contain a street address in the Sydney metropolitan area for service of any notices necessary or required to be served on or given to the Tenderer in connection with this Tender. If it is not practical for the Tenderer to give a Sydney metropolitan address for service then a Tenderer may give a facsimile number for service of notices.

10. **Capacity of Tenderers**

Tenderers must lodge with the Tender the following details and information as to the capacity of the Tenderer to complete the purchase in terms of the Tender Conditions:

- (a) financial capacity to purchase the Property;
- (b) details of any parent company;
- (c) sources of finance for the proposed purchase; and
- (d) other relevant details such as balance sheets, annual reports, bank references etc.

If a Tenderer wishes to purchase the Property as trustee of a trust (***Trust***), the Tenderer must in addition to all other items provide copies of:

- (a) the deed constituting the Trust, and any variations of that deed; and
- (b) the last accounts of the Trust.

11. **Corporate and Joint Tenders**

(a) **Tender by a Corporation**

If a Tenderer or a Joint Tenderer is a Corporation, it shall forward with its Tender:

- (i) A certified copy of the constitution of the Corporation within the meaning of the *Corporations Act 2001* (Cth) (if applicable);
- (ii) Details of whether any replaceable rules (if applicable) within the meaning of the *Corporations Act 2001* (Cth) have been modified or replaced;
- (iii) Where the Tender Contract is executed by power of attorney, a certified copy of the power of attorney.

(b) Joint Tender

Two or more persons or corporations, whether constituting a partnership under the *Partnership Act 1892 (New South Wales)* or not, may lodge a Tender, in which event they and their respective heirs, executors, administrators, successors and permitted assigns shall be jointly and severally bound by the Tender and the Tender Contract and jointly entitled to the benefit of the Tender Contract if their Tender is accepted.

In the event the Tenderer is a joint venture of two or more parties, all grants, covenants, provisos and claims, rights, powers, privileges and liabilities of the Tender Contract shall be construed and held to be applicable to all parties severally and jointly. Any notice, order, direction, request or other communication required to be or that may be given by the Vendor to the Tenderer or Successful Tenderer under these Conditions of Tender or the Tender Contract shall be deemed given to and binding on all parties being the Tenderer or Successful Tenderer if given to any one or more of such parties.

12. Acceptance of Tender

The Vendor reserves the right, in its absolute discretion, to refuse to consider and/or accept the highest or any Tender and will not be required to assign any reason for the rejection of any Tender. A Tender may be accepted by State Property Authority or by the Vendor's solicitor notifying the Successful Tenderer in writing of acceptance of the Tender.

Notification will be delivered to the Successful Tenderer to the street address appearing in the Tender or such other address notified by the Tenderer as its address for service or sent by facsimile to the facsimile number nominated by the Tenderer. Where sent by facsimile service will be deemed to have occurred on the day a correct and complete transmission report is received by the sender.

On delivery of such notification, the Tender will be binding upon the Vendor and the Tenderer in accordance with the terms thereof and the Successful Tenderer will be obliged to pay to the Agent no later than 4:00 p.m. on the third business day after delivery of notification (in which respect time is of the essence) an amount equal to ten per centum (10%) of the purchase price less the Tender Deposit. Such additional amount, being the balance of the deposit payable under the Tender Contract will be paid by way of unendorsed bank cheque in favour of the Agent.

Exchange of the Tender Contract will be completed, after the balance of the deposit has been received from the Tenderer (or when the Vendor notifies the Tenderer that Tender Condition 12(a) applies), by the Vendor forwarding the Vendor's duly executed part of the Tender Contract to the Purchaser's solicitor.

If the Successful Tenderer fails to pay the balance of the deposit payable under this Condition, State Property Authority will be entitled, in its absolute discretion, by notice in writing to the Successful Tenderer to elect either to:

- (a) waive the default of the Successful Tenderer, in which event the Tender Deposit will comprise the deposit under the Tender Contract, which will be deemed amended accordingly; or
- (b) reject the Tender, in which event the Vendor will be entitled (without limiting the Vendor's other rights and remedies against the Successful Tenderer) to have the Tender Deposit paid by the Tenderer forfeited to the Vendor.

In the event of State Property Authority electing to reject the Tender of the Successful Tenderer under the provisions of Condition 12(b) above, State Property Authority reserves the right to treat with any other Tenderer and accept any other Tender. Any other Tender accepted by State Property Authority shall be deemed to be the Successful Tenderer under this Condition 12.

13. **Use of the Property**

The zoning certificate attached to the Tender Contract discloses the zoning as at the date of the zoning certificate.

The Tenderer will be deemed to have made its own enquiries as to the zoning of the Property, as to the permissible uses of the Property and any conditions that may be imposed on any proposed development by the Tenderer. No warranties of any kind are made by or on behalf of State Property Authority or the Vendor as to any possible future use or development of the Property.

No warranty or representation is made by or on behalf of State Property Authority or the Vendor as to the fitness or suitability of the Property for any particular purpose or use, or as to any financial returns or income that may be derived from the Property.

The Tenderer further acknowledges:

- (a) It does not rely on any representation, letter, document or arrangement whether oral or in writing or other conduct as adding to or amending these Tender Conditions and, in the event of acceptance of a Tender, the Tender Form, Tender Contract and these Tender Conditions will constitute the only agreement between the Vendor and the Tenderer; and
- (b) In making its Tender, it does not rely upon any warranty or representation made by State Property Authority or by the Vendor or its agents, except as expressly provided in these Tender Conditions, or Tender Contract but has relied entirely upon its own enquiries and inspections in respect of the Property.

14. **Reports**

There are commissioned Reports relating to the Property. Such Reports form part of the Tender package and Tenderers will be deemed to have read and be aware of the contents of the Reports and the Tenderers' attention is directed to the relevant Special Condition in the Tender Contract relating to the Reports and to environmental matters that may affect the Property.

Tenderers can obtain copies of the Reports from the website listed below, should they so required, using RFT Access Number 0801792.

<https://tenders.nsw.gov.au/commerce>

No warranty or representation is made as to the correctness or completeness of the Reports. The Tenderer accepts the Property in its current condition and is not entitled to make any objection or claim in respect of any matter disclosed in or arising from the Reports or the presence of any problem or issue regarding the Property, whether or not disclosed in the Reports. No warranty or guarantee is offered in respect of any work referred to in the Reports that may or may not have been undertaken.

15. **Enquiries**

Enquiries concerning the Property, the Reports and general enquiries as well as appointments for inspections of the property should be directed to the Agent, Mr Robert Lowe, Savills (NSW) Pty Ltd (Ph: 02 8215 8888 / Fax: 02 8215 8899).

Enquiries concerning the Tender process or documentation should be directed in writing by fax to, Mr Peter Delauney, State Property Authority (Fax: 02 9338 7111) up to three business days prior to the closing date. A copy of the enquiry and the response will be provided to all Tenderers, with the exception of commercial-in-confidence enquiries as determined by State Property Authority. In this case, the response will be provided in writing to the enquiring Tenderer only.

Enquiries concerning legal matters should be directed to Ms Claire Armour, Crown Solicitor's Office (Ph: 02 9224 5079 / Fax: 02 9224 5077).

16. **Jurisdiction**

These Tender Conditions and the obligations of the Tenderer will be governed by the laws in force in the State of New South Wales. The Tenderer agrees to submit to the non-exclusive jurisdiction of the Courts of that State.

17. **Confidentiality**

Unless State Property Authority on behalf of the Vendor provides written agreement, all information disclosed to or obtained by a Tenderer in relation to the Property and which is not in the public domain (or is in the public domain as a consequence of a breach of this provision) will be kept confidential and will not be disclosed unless otherwise required by law, except to bona fide independent consultants retained by the Tenderer in relation to their Tender. Without limitation, no Tenderer will in any way publicise its Tender or proposed Tender.

18. **Notices**

A party must ensure that a notice it sends in respect of the Tender is in writing and in English. The solicitor for a party may give a notice on behalf of that party. A party may send a notice by hand, facsimile transmission or registered mail.

A notice is deemed to be given:

- (i) if sent by hand, at the time of delivery;
- (ii) if sent by facsimile transmission, at the time shown or recorded on the sending party's transmission report; and
- (iii) if sent by registered mail, at the time that the recipient or its agent acknowledged receipt.

A notice is not deemed to be given under (ii) above if the sending party's facsimile transmission report indicates a faulty or incomplete transmission.

If a notice is not delivered or received on a Business Day or if a notice is delivered or received later than 5.00 pm local time at the place of delivery, then the notice is deemed to have been delivered and received on the next Business Day

A party must address a notice to the other party's known and notified address. A party must notify the other party that it has changed its address. A party must send a notice to the other party's last known and notified address.

19. **Interpretation**

"Agent" means Savills (NSW) Pty Ltd, Level 7, 50 Bridge Street, Sydney, NSW, 2000.

"Business Day" means a day in which trading banks are normally open for business.

"Closing Date" means 9.30 am on 26 November 2008 or such later date as may be notified to Tenderers in accordance with Condition 5.

"Offer" means the price offered by a Tenderer to purchase the Property.

"Price" means the price noted in the Tender Contract.

"Property" means all those pieces or parcels of land located at Maroubra Junction in the Local Government Area of Randwick Parish of Botany and County of Cumberland being Lot 10 in Deposited Plan 6828, Lot 11 in Deposited Plan 6828, Lot 12 in Deposited Plan 6828, Lot 1 in Deposited Plan 1112051, Lot 2 in Deposited Plan 1112051, Lot 1 in Deposited Plan 795190, Lot 1 in Deposited Plan 945332 and Lot 1 in Deposited Plan 954668 and being the whole of the land comprised in Certificates of Title Folio Identifiers 10/6828, 11/6828, 12/6828, 1/1112051, 2/1112051, 1/795190, 1/945332 and 1/954668.

"Reports" means

- Phase 1 Contamination Assessment and Hazardous Materials Survey prepared by GHD Pty Ltd dated October 2008, and
- Limited Soil Assessment prepared by GHD Pty Ltd dated 20 October 2008.

"State Property Authority" means the statutory authority established on 1 September 2006 by the *State Property Authority Act, 2006*.

"Successful Tenderer" means a Tenderer whose Tender has been accepted in accordance with Condition 12 hereof.

"Tender" means the Tender Form together with the Tender Contract.

"Tenderer" means a party or parties (jointly and severally) who make an Offer for the Property in accordance with these Conditions of Tender.

"Tender Contract" means:

- (i) in the case of a conforming Tender, a Contract for Sale in the same form attached to this Tender Document; and
- (ii) in the case of a non-conforming Tender, a Contract for Sale generally in the form attached to this Tender Document for the purchase of the Property.

"Tender Deposit" means the Tender Deposit payable under Condition 2.

"Tender Form" means Tender Form for Purchase of 645-651 Anzac Parade, Maroubra attached to this Tender Document.

"Tender Validation Period" means the twenty (20) Business Day period of time from the Closing Date a Tenderer's Tender shall remain valid for acceptance by State Property Authority, under Condition 5.

"Vendor" means the Minister for Education and Training.

Unless otherwise stated, all dollar amounts are in Australian dollars and are exclusive of GST. Unless otherwise stated, GST is payable in addition to the dollar amounts stated.

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM
Vendor's agent	Savills (NSW) Pty Ltd Level 7, 50 Bridge Street, Sydney NSW 2000 Ph: (02) 8215 8888 Fax: (02) 8215 8899 Ref: Robert Lowe
Co-agent	
Vendor	MINISTER FOR EDUCATION AND TRAINING
Vendor's Solicitor	IV KNIGHT, Crown Solicitor Crown Solicitor's Office 60-70 Elizabeth Street, Sydney DX 19 SYDNEY Phone: (02) 9224-5079 Fax: (02) 9224-5077 Ref: T10 Claire Armour
Completion date	Refer Special Condition 9
Land (Address, plan details and title reference)	645-651 ANZAC PARADE, MAROUBRA Lots 10, 11 and 12 DP6828, Lots 1 and 2 DP1112051, Lot 1 DP795190, Lot 1 DP945332 and Lot 1 DP954668 being Folio Identifiers 10/6828, 11/6828, 12/6828, 1/1112051, 2/1112051, 1/795190, 1/945332 and 1/954668
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies
Improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Three brick school buildings connected by covered walkways, one brick toilet block, sports court and play equipment
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> 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	<input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
Exclusions	Alarm system, demountable classroom and shade cloth structure
Purchaser	
Purchaser's solicitor	
Price	\$
Deposit	\$ (10% of the price, unless otherwise stated)
Balance	\$
Contract date	(if not stated, the date this contract was made)

Vendor

Witness

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

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

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 38-0

☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☒ 7 section 149(5) information included in that certificate
- ☒ 8 sewerage connections diagram
- ☒ 9 sewer mains diagram
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☒ 12 survey report
- ☐ 13 section 317A certificate (certificate of compliance)
- ☐ 14 building certificate given under *legislation*
- ☐ 15 insurance certificate (Home Building Act 1989)
- ☐ 16 brochure or note (Home Building Act 1989)
- ☐ 17 section 24 certificate (Swimming Pools Act 1982)
- ☐ 18 lease (with every relevant memorandum or variation)
- ☐ 19 other document relevant to tenancies
- ☐ 20 old system document
- ☐ 21 Crown tenure card
- ☐ 22 Crown purchase statement of account
- ☐ 23 Statutory declaration regarding *vendor duty*

Strata or community title (clause 23 of the contract)

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

WARNINGS

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

AGL Gas Networks Limited

Council

County Council

East Australian Pipeline Limited

Education & Training Dept

Electricity authority

Environment & Conservation Dept

Fair Trading

Government Business & Government Procurement

Heritage Office

Infrastructure Planning and Natural Resources

Land & Housing Corporation

Mine Subsidence Board

Owner of adjoining land

Primary Industries Department

RailCorp

Public Works Dept

Roads & Traffic Authority

Rural Lands Protection Board

Sustainable Energy Development

Telecommunications authority

Water, sewerage or drainage authority

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

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

DISPUTES

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

AUCTIONS

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

WARNING 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.

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

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

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

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

2 Deposit and other payments before completion

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

3 Payment of vendor duty out of the deposit

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Completion date

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

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

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
 - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

27 Consent to transfer

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

28 Unregistered plan

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

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

SPECIAL CONDITIONS

**THIS IS THE ANNEXURE MARKED "A" TO THE CONTRACT FOR SALE OF LAND
BETWEEN MINISTER FOR EDUCATION AND TRAINING AS VENDOR AND
AS PURCHASER**

1. Execution of Assurance by Vendor

1.1 The Purchaser shall:

- (a) accept the appropriate assurance of the property executed by the Vendor or her delegate; and
- (b) not require any other person or authority to join in such assurance; and
- (c) not take raise or make any objection, requisition, claim for compensation, or rescind, terminate or delay completion in respect of the Vendor's power to sell the property nor the execution of this contract or the assurance.

1.2 Where the Vendor or signatory is a Minister or a delegate of the Minister the Purchaser may not require evidence of such Ministerial appointment or delegation.

1.3 The Vendor acknowledges that the name of the registered proprietor on the title searches of Folio Identifiers 10/6828, 11/6828, 12/6828, 1/795190 and 1/945332 included in this contract is "Minister for Education" and the Vendor discloses that:

- (a) pursuant to Government Gazette No. 73 of 15 April 1988 page 2272 a reference to the Minister for Education is construed as a reference to the Minister for Education and Youth Affairs;
- (b) pursuant to Government Gazette No. 63 of 24 June 1993 page 3065 a reference to the Minister for Youth Affairs is construed as a reference to the Minister for Education, Training and Youth Affairs; and
- (c) pursuant to Government Gazette No. 38 of 4 April 1995 page 1831 a reference to the Minister for Education, Training and Youth Affairs is construed as a reference to the Minister for Education and Training

and the Purchaser shall not make any objection, requisition or claim for compensation or allowance, or purport to rescind, terminate or delay completion in regard to any of the foregoing.

2. Whole Agreement

2.1 The parties acknowledge that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties as at the date of this

contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to its execution.

- 2.2 The Purchaser expressly acknowledges that it has not been induced to enter into this contract by any representation (verbal or otherwise) made by or on behalf of the Vendor which is not included in this contract or any schedules or annexures to it or documents identified in this contract.

3. Interpretation, Invalidity etc

- 3.1 If there is any conflict between the provisions of these Special Conditions and those contained in the standard printed conditions of the Contract for Sale of Land – 2005 edition, these Special Conditions prevail.
- 3.2 Headings are inserted for convenience or reference only and do not affect the interpretation of this contract.
- 3.3 These Special Conditions must be read subject to any rights granted to the Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- 3.4 If any part of this contract is invalid, illegal or unenforceable, the remaining parts of this contract will not be affected and will continue to be enforceable.
- 3.5 Words which are not defined in these Special Conditions have the same meaning as those defined in Clause 1 of the Standard printed form of Contract for Sale of Land – 2005 edition.

4. Purchaser's Acknowledgements

- 4.1 The Purchaser acknowledges and agrees that:-
- (a) the Purchaser buys the property relying on the Purchaser's own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor or the Vendor's Agent except as set out in this contract;
 - (b) the property is sold in its condition and state of repair (including structural repair) at the date of this contract and subject to all faults and defects both latent and patent and the Purchaser shall not make any objection, requisition or claim for compensation or allowance, or purport to rescind, terminate or delay completion regarding the same;
 - (c) any warranties except as set out in this contract by or on behalf of the Vendor, express or implied, as to any purpose for which the property or any building which is or may be erected on the property can be used are expressly negatived;

(d) no objection or requisition or claim for compensation shall be made by the Purchaser in respect of, nor shall the Purchaser be entitled to rescind or terminate this contract by reason of, any of the following matters:-

- (i) the nature, location, availability or non-availability of any water, sewerage, drainage, electricity, gas or telephone services; or
- (ii) if any sewer main, or the mains or connections of any relevant authority for or supplier of any such services, pass in or over or through the property, or
- (iii) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such services or mains, pipes or connections.

4.2 The Purchaser may not make any objection, requisition or claim for compensation, nor shall the Purchaser be entitled to rescind or terminate this contract, by reason of any of the following matters:

- (a) any deficiency in the area of the property;
- (b) any boundary discrepancy.

5. Use of Property and Purchaser's Acknowledgements of Use

5.1 The Purchaser shall satisfy itself and shall be deemed to have satisfied itself as to the purpose for which the property may be used in accordance with:

- (a) the requirements of the *Environmental Planning and Assessment Act 1979* and/or the *Local Government Act 1993*; and
- (b) those matters disclosed by or referred to in this contract (including but without limitation the zoning of the property, any order under the *Heritage Act 1977* and any proposal for subdivision or redevelopment of the property).

5.2 The Vendor makes no warranties with respect to any of the matters in Special Condition 5.1.

6. Contract Not Subject to Building Certificates

6.1 The Purchaser acknowledges and agrees that:

- (a) the Vendor has not annexed to this contract a Certificate pursuant to either s.317A or s.317AE of the *Local Government Act 1919*, s.172 of the *Local Government Act 1993* or s149D of the *Environmental Planning and Assessment Act 1979* ("the Act") in respect of the property;

- (b) this contract is not conditional upon the issue by the relevant Council of a Building Certificate pursuant to s.149D of the Act; and
- (c) the Purchaser shall not require the Vendor to make application for or to do anything towards obtaining a Building Certificate (other than providing reasonable opportunity for access) or otherwise to comply with the requirements of the relevant Council relating to the issue of a Building Certificate.

7. Warranty as to Agent

- 7.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent except the agent named as the Vendor's Agent (if any) in this contract.
- 7.2 The Purchaser agrees to indemnify and keep indemnified the Vendor against any claim for commission which might be made by any agent resulting from an introduction constituting a breach of such warranty.
- 7.3 The Purchaser agrees that this indemnity shall be a continuing indemnity and shall not merge on completion.

8. Restriction

- 8.1 The Vendor specifically discloses and the Purchaser acknowledges that:
 - (a) prior to completion of this contract, the Vendor will request that the Registrar-General record a restriction on the title to the property in the terms set out in the Request annexed to this contract; and
 - (b) by completion of this contract the restriction will be recorded on the titles of the property.
- 8.2 The Purchaser is not entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in regard to any of the foregoing.

9. Completion

- 9.1 Completion of this Contract is to take place on the later of:
 - (a) the 42nd day after the contract date; and
 - (b) the 14th day after the service of notice by the Vendor on the Purchaser of the registration of the restriction on the titles to the property.

10. Non Completion by Completion Date

- 10.1 If completion does not take place by the Completion Date then either party not being in default of this contract may serve on the other defaulting party at any time after the Completion Date a notice stipulating a date and time for completion ("the Notice to Complete") and that time is of the essence in respect of the time and date specified in the Notice to Complete.
- 10.2 The parties acknowledge that not less than 14 days is a reasonable and sufficient period for compliance with the terms of any Notice to Complete.

11. Compensation for Delay by Purchaser

- 11.1 If, through no fault of the Vendor, the Purchaser does not complete this contract by the Completion Date then, and without prejudice to all other remedies of the Vendor, the Purchaser shall in addition to all other moneys payable on completion, pay to the Vendor, an amount being interest calculated on the balance of the purchase price at an interest rate equivalent to the rate fixed from time to time in Schedule 5 of the *Uniform Procedure Rules 2005*, as amended, for the period commencing on the day following the Completion Date and ending on the day of completion.
- 11.2 The Purchaser shall not be entitled to require the Vendor to complete this contract unless such interest is paid to the Vendor on completion.
- 11.3 The parties agree that it is an essential term of this contract that the Purchaser pay such interest.

12. Additional Right of Rescission

- 12.1 Without in any manner negating, limiting or restricting any rights or remedies which may be available to a party at law or in equity if the Purchaser (or either or any of them if more than one) prior to completion:
- (a) dies or becomes so mentally ill that his or her affairs are liable to be administered by the Protective Commissioner, or
 - (b) is declared bankrupt or enters into any scheme or makes any settlement for the benefit of creditors; or
 - (c) being a company resolves to go into liquidation or have a petition for its winding up presented or enters into any compromise or arrangement with its creditors under the *Corporations Act 2001* (Cth); or
 - (d) should any liquidator, receiver or official manager be appointed in respect of the affairs of the Purchaser

then the Purchaser shall be deemed to be in default of this contract and the Vendor may rescind this contract by notice in writing so that this contract is at an end and the provisions of Clause 19 shall apply.

13. Caveats

- 13.1 If, at completion, there is noted on any title in respect of the property any caveat, the Purchaser will accept a discharge or withdrawal of that caveat provided that such withdrawal of caveat is executed and in registrable form, and the registration fees are allowed by the Vendor to the Purchaser.

14. Notices

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.

15. Survey Report

- 15.1 Annexed to this contract is a copy of a Survey Report prepared by Boxall Surveyors dated 19 September 2008 ("the Survey Report") which the Purchaser acknowledges having read.
- 15.2 The Vendor makes no warranty as to the correctness of any matters disclosed in the Survey Report.
- 15.3 Without excluding, modifying or restricting the rights of the Purchaser under s.52A(2)(b) of the *Conveyancing Act 1919*, the Purchaser may not object, rescind, requisition or claim compensation on account of:
- (a) any encroachment onto any adjoining land by any building or structure on the property;
 - (b) any encroachment onto the property by any building or structure on any adjoining land; and
 - (c) any non-compliance with the *Local Government Act 1993* or any instrument made under that Act.
- 15.4 The Purchaser may not make any objection, requisition or claim for compensation on account of any aspect of the property that does not comply with the

Environmental Planning and Assessment Act 1979 or any Environmental Planning Instrument affecting the property.

16. Contamination

16.1 In this Special Condition (unless the context requires otherwise):

"**Act**" means the *Contaminated Land Management Act 1997*.

"**Contaminant**" includes any matter or substance (whether harmful or not) which is present in on or under the property or any improvements on it, whether or not it became contaminated partly or entirely by the migration of contaminants into, onto or under the property from other land and includes all contamination as defined in the Act and "**contamination**" has a corresponding meaning.

"**The Documents**" means the documents referred to in Special Condition 16.2.

"**EPA Affectation**" means a notice or a declaration of an investigation area or a remediation site or an investigation order or a remediation order (to whomsoever addressed) under the Act or any other legislation.

"**Includes**" and "**Including**" means includes and including without limitation.

"**Laws**" includes the requirements of all statutes, rules, regulations, proclamations, ordinances or by-laws, present or future.

"**Tender Package**" means those documents (including this contract, the tender document and the Documents) available, using RFT Access Number 0801792, at the following website:

<https://tenders.nsw.gov.au/commerce>

16.2 Attached to the Tender Package are the following documents ("the Documents"):

- (a) Phase 1 Contamination Assessment and Hazardous Materials Survey prepared by GHD Pty Ltd dated October 2008, and
- (b) Limited Soil Assessment prepared by GHD Pty Ltd dated 20 October 2008.

The Purchaser acknowledges that it has examined (or chosen not to examine) the Documents and obtained (or chosen not to obtain) its own advice on the Documents.

16.3 The Vendor makes no warranty or representation as to the correctness or completeness of the Documents and the Purchaser acknowledges that it has satisfied itself as to the correctness, completeness or otherwise of the Documents, or has chosen not to do so.

- 16.4 The Purchaser accepts the property in its present condition and state of repair including any contamination or hazardous substances or any other latent or patent defects.
- 16.5 The Purchaser will make no objection, requisition or claim or seek to rescind this contract because of any contamination or hazardous substances found in or on the property.
- 16.6 The Vendor discloses that:
- (a) the property is or may be contaminated by or in connection with the use or occupation of the property by the Vendor, a person authorised by the Vendor, or by another person or cause; and
 - (b) the property may be contaminated in such a way as to present significant risk of harm,

and the Purchaser acknowledges that the Vendor has sold the property to the Purchaser for the purchase price having regard to the above, and on the basis that the Vendor will have no future liability in respect of the contamination (whether or not referred to in the Documents) including for investigation or remediation of contamination.

- 16.7 The Purchaser purchases the property subject to whatever contaminants are in, on or under the property or any improvements on it, (whether or not referred to in the Documents) and agrees and acknowledges that:
- (a) neither the Vendor nor any of the Vendor's employees or agents have made any warranties or representations in this regard; and
 - (b) the Purchaser is not entitled to make any objection, requisition on title or claim for compensation or rescind or terminate this contract in regard to any of the foregoing.
- 16.8 On and from the date of completion of this contract the Purchaser assumes all (including the Vendor's) responsibility and liability for and associated with all contaminants in, on and under the property and any improvements on it and for the presence of the contaminants, including under any EPA Affectation and including full responsibility for compliance with (and the Purchaser must comply with) and liability under the Act and all other relevant Laws and the requirements of the Environment Protection Authority and any other relevant authority as the person fully responsible and liable for the contaminants in, on and under the property and for their presence (whether or not such contaminants are referred to in the Documents).
- 16.9 The Purchaser will at all times indemnify and keep indemnified the Vendor, and the Crown in Right of the State of New South Wales, its servants, agents and contractors ("the Indemnified") against any such liability and requirements including

any liability of the Indemnified and requirements (including orders) on the Indemnified which arise or are imposed under or pursuant to the Act or any other Laws and against all claims, demands, orders, suits, proceedings, losses, costs, penalties or damages in connection with the same or resulting in any way from the existence or suspected existence of contaminants (whether or not referred to in the Documents) or the responsibility for them including in respect of actions based on death, injury, loss or damage to any person or property and including those arising under or based on common law.

16.10 This Special Condition 16 does not merge on completion.

17. Guarantee And Indemnity (If Purchaser A Company)

17.1 This Special Condition 17:

- (a) applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange; and
- (b) is an essential term of this contract.

17.2 The word "guarantor" means jointly and severally:

1. _____ of _____; and
2. _____ of _____

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

17.3 In consideration of the Vendor entering into this contract at the guarantor's request, the guarantor:

- (a) guarantees to the Vendor:
 - (i) payment of all moneys payable by the Purchaser; and
 - (ii) the performance by the Purchaser of all its other obligations under this contract; and
 - (iii) 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
 - (iv) must pay on demand any moneys due to the Vendor under this indemnity.

17.4 The guarantor is jointly and severally liable with the Purchaser to the Vendor for:

- (a) the performance by the Purchaser of its obligations under this contract; and
 - (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this contract or the termination of this contract by the Vendor.
- 17.5 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 right under this Special Condition 17.
- 17.6 The guarantor's obligations under this Special Condition 17 are not released, discharged or otherwise affected by:
 - (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the guarantor or any other person;
 - (d) 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;
 - (e) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up or liquidation of the Purchaser.
- 17.7 The guarantee and indemnity contained in this Special Condition 17 is a principal obligation of the guarantor and is not collateral to any other obligation.
- 17.8 This Special Condition 17 binds the guarantor and the executors, administrators and assigns of the guarantor.
- 17.9 This Special Condition 17 has effect as if this condition were contained in a Deed between the Vendor and the guarantor, and may be executed in any one or more counterparts.

Execution by guarantor

SIGNED in the presence of:

.....
Signature of Witness

.....
Signature of Director

.....
Name of Witness

.....
Name of Director

.....
Signature of Witness

.....
Signature of Director

.....
Name of Witness

.....
Name of Director

18. Goods and Services Tax ("GST")

18.1 Clause 13 of the standard printed conditions of the Contract for Sale of Land – 2005 Edition is deleted.

18.2 For the purposes of this Special Condition 18:

- (a) Expressions which are not defined in this clause 18.1 but which have a defined meaning in GST law have the same meaning as defined in the GST law;

- (b) "GST law" has the meaning given to the expression in the *A New Tax System (Goods and Services Tax) Act 1999*;
 - (c) "Margin" has the meaning given to that expression in GST law and for the avoidance of doubt includes any adjustments made between the parties on completion;
 - (d) "Prevailing GST rate" means the rate of GST applicable at that time; and
 - (e) "Price" means the price for the sale of the property including any adjustments made between the parties on completion.
- 18.3 The Price payable under this contract is expressed exclusive of GST. Any other amount payable under this contract is expressed exclusive of GST, unless stated otherwise.
- 18.4 If, within 7 days of the date of this contract, the Purchaser notifies the Vendor in writing that it requires the Margin scheme to be applied to this sale of the property:
- (a) the Vendor will obtain a valuation report of the property for GST purposes,
 - (b) the Vendor will use its best endeavours to provide the valuation report to the Purchaser prior to the Completion Date, and
 - (c) the Purchaser will reimburse the Vendor for the cost of the valuation report on completion of this contract.
- 18.5 Despite Special Condition 18.4, the Purchaser may not delay settlement due to the valuation report not being completed and/or provided to the Purchaser prior to the Completion Date.
- 18.6 If this contract says that this sale is a taxable supply the Purchaser will pay to the Vendor in addition to the Price or any other amount payable under this contract (with the exception of an amount payable under this clause) the following amount:
- (a) where the contract is completed and the Margin scheme is not applied an amount calculated by multiplying the Price by the prevailing GST rate; or
 - (b) where the contract is completed and the Margin scheme is applied an amount equal to one eleventh of the Margin; or
 - (c) where the contract is rescinded an amount calculated by multiplying the deposit (if any) forfeited by the Purchaser by the prevailing GST rate.
- 18.7 The amount referred to in clause 18.6 shall be paid at the earlier of the following times:
- (a) where the contract is completed, on completion;

- (b) where the contract is rescinded, the date the contract is rescinded;
 - (c) where the GST payable by the Vendor on the sale is attributable to a tax period that ends on a date that is earlier than completion, on that earlier date.
- 18.8 If the Margin scheme is not applied to the sale of the property, the Vendor will provide a tax invoice to the Purchaser on completion of this contract.
- 18.9 If this document requires a party to reimburse any other party for any expense, loss or outgoing ("reimbursable expense") incurred by another party, the amount that must be reimbursed by the first party will be the sum of:
- (a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
 - (b) if the payment of the reimbursable expense is consideration for a taxable supply, any GST payable in respect of the reimbursable expense.
- 18.10 The provisions of this Special Condition 18 will not merge on or by completion of this contract.

19. Alarm System, Demountable Classroom and Shadecloth Structure

- 19.1 The Purchaser acknowledges that situated on or in the property and excluded in this sale are:
- (a) an intruder alarm system located in the school buildings,
 - (b) a demountable classroom identified as "metal clad building" in the Survey Report, and
 - (c) a shadecloth structure identified as "shadecloth" in the Survey Report
- (collectively, the "Excluded Improvements") and, as at the date of this contract, the Vendor intends to remove the Excluded Improvements from the property prior to the Completion Date and, in such event, the Vendor will cause as little damage to the property as is reasonably possible in such removal.
- 19.2 In the event that the Vendor does not remove any or all of the Excluded Improvements from the property on or before the Completion Date, those Excluded Improvements remaining in the property on the Completion Date shall be deemed to be part of the property and included in this sale and, following completion of this contract, the Vendor shall have no rights of any nature in respect of those remaining Excluded Improvements.
- 19.3 This Special Condition 19 will not merge on or by completion of this contract.

20. No removal of Improvements or Structures etc

- 20.1 Further to Special Condition 19, the Purchaser will not require the Vendor before or after completion to remove any improvements or structures on the property, or any debris, rubbish, waste or other materials situated in or on the property as at the date of this contract.

Execution by the Vendor:

SIGNED by me)
 as delegate of the Minister for Education)
 and Training pursuant to Section 125 of)
 the **Education Act 1990** and I hereby certify)
 that I have no notice of the revocation of)
 such delegation in the presence of:-)

.....
 Authorised Delegate

.....
 Name of Authorised Delegate

.....
 Signature of Witness

.....
 Name of Witness

.....
 Address of Witness

Execution by the Purchaser:.....
Signature of Purchaser.....
Signature of Witness.....
Name of Purchaser.....
Name of Witness

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www.globalx.com.au an approved broker.LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 10/6828

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
29/8/2008	9:01 AM	1	5/9/1989

LAND

LOT 10 IN DEPOSITED PLAN 6828
 AT MAROUBRA
 LOCAL GOVERNMENT AREA RANDWICK
 PARISH OF BOTANY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP6828

FIRST SCHEDULE

MINISTER FOR EDUCATION

SECOND SCHEDULE (1 NOTIFICATION)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
 CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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-----FOLIO: 10/6828

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
29/8/2008	9:01 AM	1	5/9/1989

LAND

LOT 10 IN DEPOSITED PLAN 6828
 AT MAROUBRA
 LOCAL GOVERNMENT AREA RANDWICK
 PARISH OF BOTANY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP6828

FIRST SCHEDULE

MINISTER FOR EDUCATION

SECOND SCHEDULE (1 NOTIFICATION)

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NOTATIONS

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UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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-----FOLIO: 11/6828

SEARCH DATE	TIME	EDITION NO	DATE
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29/8/2008	9:01 AM	1	5/9/1989

LAND

LOT 11 IN DEPOSITED PLAN 6828
 AT MAROUBRA
 LOCAL GOVERNMENT AREA RANDWICK
 PARISH OF BOTANY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP6828

FIRST SCHEDULE

MINISTER FOR EDUCATION

SECOND SCHEDULE (1 NOTIFICATION)

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 12/6828

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
29/8/2008	9:01 AM	1	5/9/1989

LAND

LOT 12 IN DEPOSITED PLAN 6828
 AT MAROUBRA
 LOCAL GOVERNMENT AREA RANDWICK
 PARISH OF BOTANY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP6828

FIRST SCHEDULE

MINISTER FOR EDUCATION

SECOND SCHEDULE (1 NOTIFICATION)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
 CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

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 IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND
 COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NSW Crown Solicitors Office

PRINTED ON 29/8/2008

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-----FOYTO: 1/1112051

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/8/2008	9:01 AM	1	19/7/2007

LAND

LOT 1 IN DEPOSITED PLAN 1112051
 AT MAROUBRA
 LOCAL GOVERNMENT AREA RANDWICK
 PARISH OF ROTANY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP1112051

FIRST SCHEDULE

THE MINISTER FOR EDUCATION & TRAINING

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS - SEE SECTION 171 CROWN LANDS ACT 1989

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/1112051

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	-----
29/8/2008	9:01 AM	1	19/7/2007

LAND

LOT 2 IN DEPOSITED PLAN 1112051
 AT MAROUBRA
 LOCAL GOVERNMENT AREA RANDWICK
 PARISH OF BOTANY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP1112051

FIRST SCHEDULE

THE MINISTER FOR EDUCATION & TRAINING

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS - SEE SECTION 171 CROWN LANDS ACT 1989

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NSW Crown Solicitors Office

PRINTED ON 29/8/2008

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DP1112051

Registered 21-5-2007

the District TORRENS

Number: ROADS ACT 1958

Address: RANDWICK SH12

Land Use:

PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT 1958.

L.G.A.: RANDWICK CITY

Locality: MAROUBRA

Parish: BOTANY

County: CUMBERLAND

State: New South Wales

Surveying Agency: EOR

Surveying Agency: EOR

Surveying Agency: EOR

Surveying Agency: EOR

Surveying Agency: EOR

Surveying Agency: EOR

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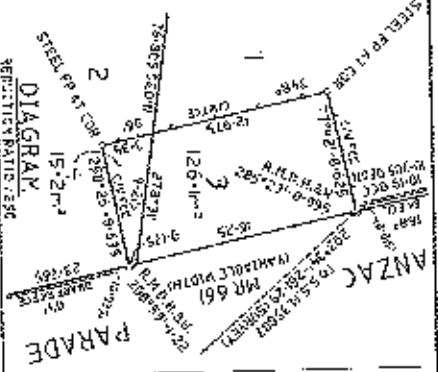
Surveying Agency: EOR

Surveying Agency: EOR

Surveying Agency: EOR

Surveying Agency: EOR

FOR SIGNATURES AND SEALS SEE SIGNATURES FORM



STOREY 2005 WIDE STREET

LOTS 1 & 3
LOT 628 2, P. 792015
(2234-2030)
C.T. 928/752015

LOTS 2 & 4
LOT 630 2, P. 792015
(2234-2030)
C.T. 928/752015

CONVEYANCE REFERENCE: DP1112051 (100557) - C-CLUST REPORT

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

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-----FOLIO: 1/795190

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/8/2008	9:05 AM	1	9/11/1989

LAND

LOT 1 IN DEPOSITED PLAN 795190
AT MAROUBRA JUNCTION
LOCAL GOVERNMENT AREA RANDWICK
PARISH OF BOTANY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP795190

FIRST SCHEDULE

MINISTER FOR EDUCATION (CA43301)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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PLAN OF THE LAND COMPRISED IN		D P 785180	
GAZ IT 12/1917	CA 4380	Registered:	11.11.1989
COL 6697		Time System:	OLD SYSTEM
Locality: MAROUBRA JUNCTION	Sub / State	Purpose:	LIFTED FILLIO CREATION
Parish: BOTTANY	County: CUMBERLAND	Ref Map:	RANDWICK SH 12
Reduction Ratio: 1:400	Lengths are in metres	East Plan:	
<p>THIS PLAN WAS PREPARED SOLELY TO DERIVE THE LAND IN THE ABOVE DEED AND THE BOUNDARIES HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.</p> <p>THE PLAN IS NOT A CURRENT PLAN IN TERMS OF SEC 337AA LOCAL GOVERNMENT ACT 1919.</p>			
<p>SW QNR RDR GAB</p>			

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1988

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/945332

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2008	9:01 AM	1	5/9/1989

LAND

LOT 1 IN DEPOSITED PLAN 945332
AT MAROUBRA JUNCTION
LOCAL GOVERNMENT AREA RANDWICK
PARISH OF BOTANY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP945332

FIRST SCHEDULE

MINISTER FOR EDUCATION

SECOND SCHEDULE (1 NOTIFICATION)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NSW Crown Solicitors Office

PRINTED ON 29/8/2008

GlobalX Information Services Pty Ltd (ABN 99 073 436 414) hereby certifies that the information contained in this document electronically has been provided by the Registrar-General in accordance with section 96B (2) of the Real Property Act, 1900.

* 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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#2215C

Municipality of Randwick

A.84743

F.P. 345332

PLAN OF

parts of Lots 293 of Dep'tm 6826 Being part of Cert of Title No 3376 of 1912.

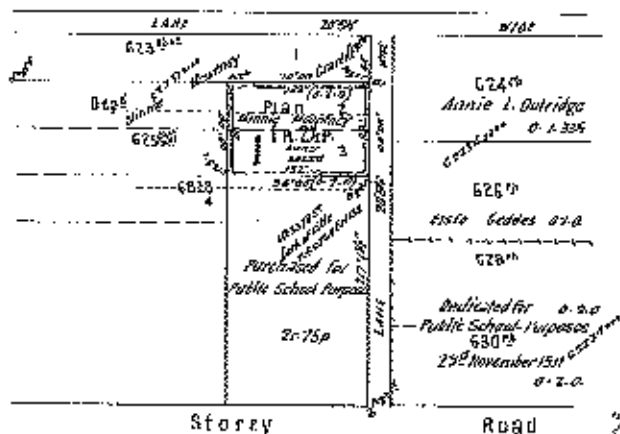
Parish of Botany County of Cumberland

Scale 100 feet to an inch

Purchased for Public School Purposes

This is the Annexure referred to in Memorandum of Transfer
 annexed hereto dated the 15th day of February 1914

Witness
 Charles W. Rundle, Clerk of the Court,
 at Sydney



with taken from a/b/mag)

Not in Dispute.

Not in Dispute.

DECLARATION.

I Sidney B. Madden of Newtown Sydney
 do hereby declare that the above plan is a true and correct copy of the original plan as shown to me by the Registrar of Land Titles and that I have signed the same in the presence of the Registrar of Land Titles and that I have signed the same in the presence of the Registrar of Land Titles and that I have signed the same in the presence of the Registrar of Land Titles.

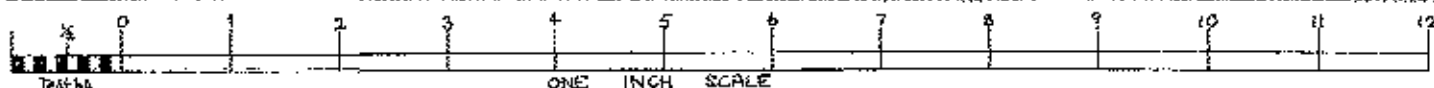
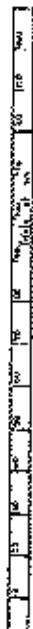
Witnessed and declared before me this 22nd
 day of December A.D. 1913
 J.P.

S. B. Madden
 Witnessed and declared before me this 22nd
 day of December A.D. 1913.

This negative is a photograph made as a permanent
 record of a document in the custody of the
 Registrar General this day.
 22nd February, 1914



AMENDMENTS AND/OR ADDITIONS MADE ON
 PLAN IN THE LAND TITLES OFFICE.



OPEN PRACTICE SOLUTIONS PTY LTD**Level 2, 15 Astor Terrace, Spring Hill QLD 4001. Phone: 1300 885 862 Fax: 1300 727 565****<http://www.openpractice.com.au>**Note: Information contained in this document is provided by GlobalX Information Services Pty Ltd (ABN 99 073 436 414)
www.globalx.com.au an approved broker.LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 1/954668

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/8/2008	9:01 AM	1	5/9/1989

LAND

LOT 1 IN DEPOSITED PLAN 954668
 AT MAROUBRA JUNCTION
 LOCAL GOVERNMENT AREA RANDWICK
 PARISH OF BOTANY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP954668

FIRST SCHEDULE

MINISTER FOR EDUCATION

SECOND SCHEDULE (1 NOTIFICATION)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
 CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

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

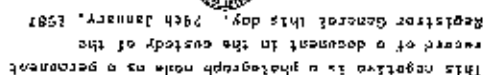
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

GlobalX Information Services Pty Ltd (ABN 99 073 436 434) hereby certifies that the information contained in this document electronically has been provided by the Registrar-General in accordance with section 96B (2) of the Real Property Act, 1900.

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WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

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APPLICANTS AND/OR AGENCIES HAVE TO
FILL IN THE LAND USES OFFICE.

Municipality of Gardwisk

P i A M

County of Cumberland Parish of Botany
 as part of land sold under mortgage part of Cert. of Sale No 2336 for \$14
 1885 RECEIVED 4/10/2014/2015 1885 RECEIVED 4/10/2014/2015

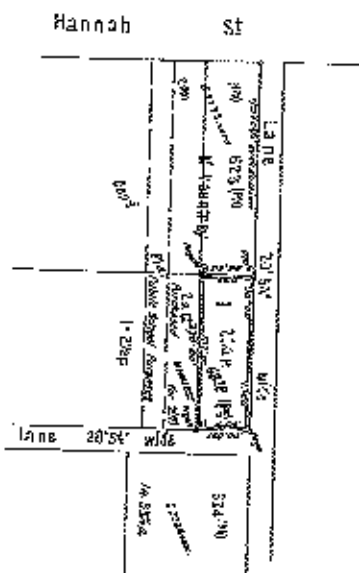
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Signal 500+ No. 276

To the Secretary for Public Affairs, Singapore

4-29-59
A29035

F.P. 954668



சென்னை மாநகராட்சி

terribly short this item is correct and squared items plus one squared 157534258 made in the year 1716 by M-Literated Valley don't Madden quantity increased and Property too 12008

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המחברת מתגוררת בירושלים, ישראל.

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There is the "Palm mounted"
A reference to the success
received from looking to Him in the
middle of the first day of January 1911.

David - Jeffrey

12/27/82
Baptist Church, 615 1/2 Ave

(S) 5.0. 4472500

Kind regards,

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22

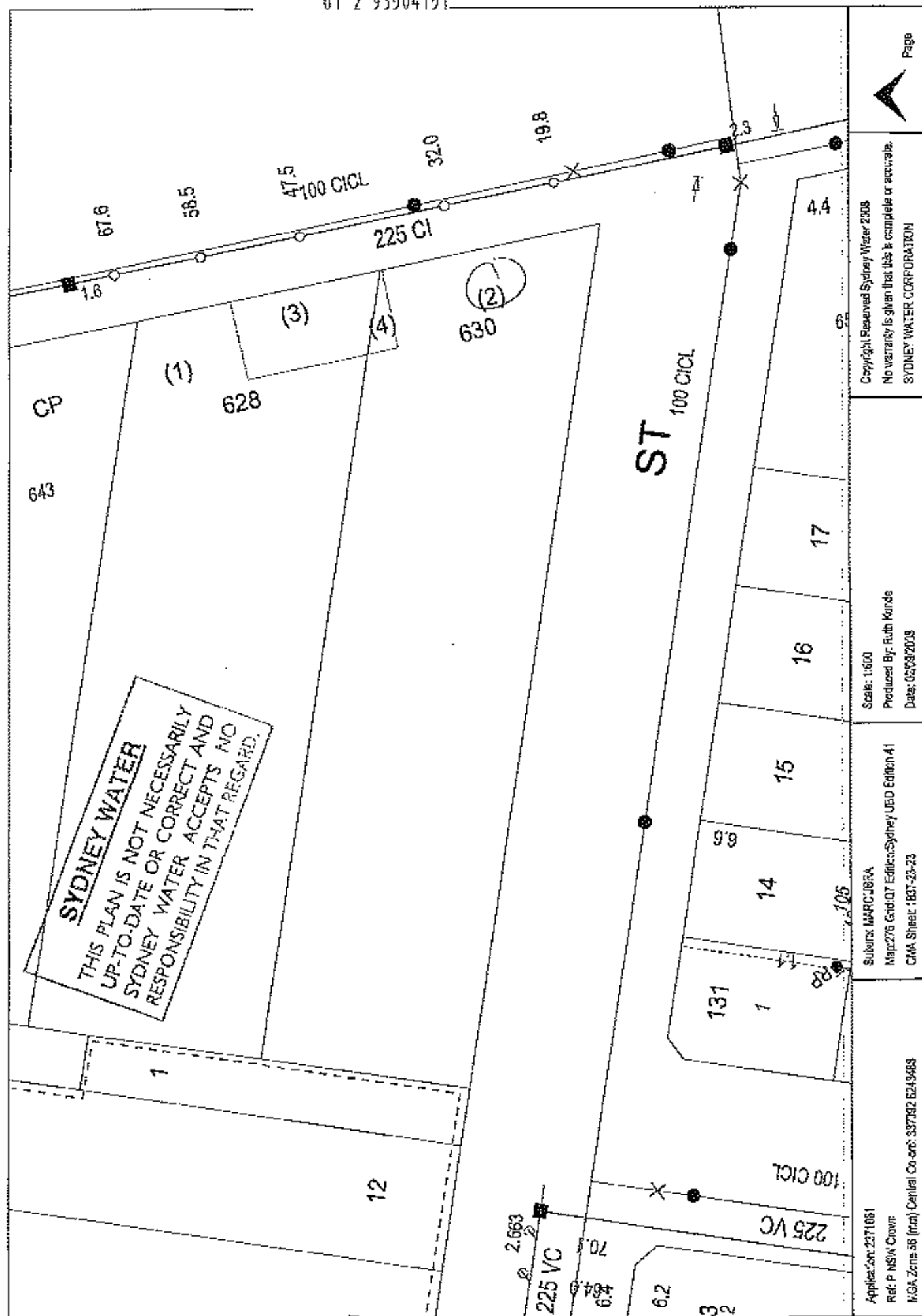
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56426

Figure 1

61 2 93504151



PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

ABN 77 382 844 121



DATE OF CERTIFICATE	10-Sep-2008
CERTIFICATE no.	15857
ASSESSMENT no.	12901
RECEIPT no.	2105724
AMOUNT	100.00

T10 MR COOKE

State Crown Solicitor's Office
DX 19
SYDNEY

Description of land

Address: 645-651E Anzac Parade, MAROUBRA NSW 2035
Property Description: LOTS 1-2 DP 1112051, LOTS 3-4 DP 1112051 DED.FOR
PED BRIDGE ACCESS & LOTS 10-12 IN DP 6828 & LOT 1
DP 795190, LOT 1 DP 945332, LOT 1 DP 954668, Cumberland

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

INFORMATION PROVIDED UNDER SECTION 149 (2)

1 Names of relevant SEPPs, REPs, LEPs and DCPs

(1) The names of:

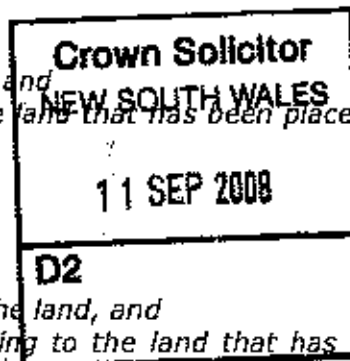
- (a) each local environmental plan and deemed environmental planning instrument applying to the land, and
- (b) each draft local environmental plan applying to the land that has been placed on exhibition under section 66 (1) (b) of the Act, and
- (c) each development control plan applying to the land that has been prepared by the council under Section 72 of the Act.

(2) The names of:

- (a) each regional environmental plan applying to the land, and
- (b) each draft regional environmental plan applying to the land that has been placed on exhibition under section 47 (b) of the Act, and
- (c) (Repealed)

(3) The names of:

- (a) each State environmental planning policy applying to the land, and
- (b) each draft State environmental planning policy applying to the land that has been publicised as referred to in section 39 (2) of the Act.



Response

- (1) (a) Randwick Local Environmental Plan 1998, gazetted on 26th of June 1998, applies to the land.

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Refer also to Attachment **A** for amendments to Local Environmental Plan 1998.

(1) (b) Refer to Attachment **B**.

(1) (c) Refer to Attachment **C**.

(2) & (3) Refer to Attachment **D**.

2. Zoning and land use under relevant LEPs

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

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),*
- (b) the purposes for which the plan or instrument provides that development may be carried out within the zone without the need for development consent,*
- (c) the purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent,*
- (d) the purposes for which the plan or instrument provides that development is prohibited within the zone,*
- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, and if so, the minimum land dimensions so fixed,*
- (f) whether the land includes or comprises critical habitat,*
- (g) whether the land is in a conservation area (however described),*
- (h) whether an item of environmental heritage (however described) is situated on the land.*

Response

No. 5 (Special Uses Zone)

(b) & (c) & (d) Refer to Attachment **E**.

(e) There are no dimensions applying in relation to the erection of a dwelling house on the land (for 5).

(f) The land DOES NOT include or comprise a critical habitat area under the provisions of the Threatened Species Conservation Act 1995.

(g) The land IS NOT located in a heritage conservation area under the provisions of Randwick Local Environmental Plan 1998.

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(h) The land IS NOT listed as a heritage item under the provisions of Randwick local Environmental Plan 1998.

(N.B. State Heritage Register: This advice does not cover items listed on the State Heritage Register, which are listed by NSW Heritage Office and may be found at www.heritage.nsw.gov.au).

3 (REPEALED) Declared State significant development

4 Coastal protection

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

Response

Council HAS NOT been notified by the Department of Public Works that the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

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.

Response

The land IS NOT proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 Road widening and road realignment

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

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

Response

(a) The land IS NOT affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

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ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

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DATE OF CERTIFICATE	10-Sep-2008
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AMOUNT	100.00

(b) The land IS NOT affected by any road widening or road realignment under the provisions of Randwick Local Environmental Plan 1998.

(c) The land IS NOT affected by any resolution of the Council for any road widening or road realignment.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(a) adopted by the council, or

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council that restricts the development of the land because of the likelihood of land slip, bushfire, (other than flooding), tidal inundation, subsidence, acid sulphate soils or any other risk.

Response

(a) The land IS affected by a policy adopted by the council as follows:

Contaminated Land Policy. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the City of Randwick. The policy requires Council to consider the possibility of land contamination and its implications for any proposed or permissible future uses of the land, including all rezoning, subdivision and development applications. This policy will restrict development of land:

- (1) which is affected by contamination; or
- (2) which has been used for certain purposes; or
- (3) in respect of which there is not sufficient information about contamination; or
- (4) which is proposed to be used for certain purposes; or
- (5) in other circumstances contained in the policy.

(b) The land IS NOT 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, bushfire, (other than flooding), tidal inundation, subsidence, acid sulphate soils or any other risk.

The Council HAS NOT adopted by resolution a policy that restricts the development of the subject land by reason of the likelihood of land slip, bush fire, flooding, tidal inundation subsidence or any other risk.

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RECEIPT NO.	2185724
AMOUNT	100.00

7A Flood related development controls information

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

Response

The land IS NOT subject to flood related development controls specifically arising from any Council Investigations to determine the flood planning level. The land may be subject to general flood related development controls.

8 Land reserved for acquisition

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

Response

The land IS NOT affected by any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land that provides for the acquisition of the land by a public authority, as referred to in Section 27 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land.

Response

Section 94A Development Contributions Plan (effective July 2007)

10 Matters arising under the Contaminated Land Management Act 1997

Section 59 (2) of the Contaminated Land Management Act 1997 prescribes the following additional matters that are to be specified in a planning certificate:

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

Response

- (a) The land HAS NOT been declared by the EPA to be an investigation area or remediation site under Part 3 of the Contaminated Land Management Act 1997.
- (b) The land IS NOT subject to an investigation order or remediation order within the meaning of the Contaminated Land Management Act 1997.
- (c) The land IS NOT the subject of a voluntary investigation or remediation proposal under Part 3 of the Contaminated Land Management Act 1997.
- (d) Council HAS NOT received a copy of a site audit statement, within the meaning of Part 4 of the Contaminated Land Management Act 1997, for this land.

11 Bush fire prone land

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

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

Response

The land IS NOT bush fire prone land.

12 Property vegetation plans

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

Response

The land IS NOT land to which a property vegetation plan applies.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under 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).

Response

The land IS NOT land to which an order under Trees (Disputes Between Neighbours) Act 2006 applies

14 Directions under Part 3A

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

Response

There IS NOT a direction by the Minister under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument does not have effect.

INFORMATION PROVIDED UNDER SECTION 149(5)

Additional Relevant Matters

At the date of this certificate, the following relevant matters affecting the land are provided in good faith in accordance with the requirements of Section 149(5) of the Environmental Planning and Assessment Act 1979.

NOTE: When information pursuant to Section 149 (5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 149(6) of the Act which states that a Council

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shall not incur any liability in respect of any advice provided in good faith pursuant to subsection 149 (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

Council resolutions to prepare draft Local Environmental Plans

Refer to Attachment F for advice on Council resolutions under section 54 of the Environmental Planning and Assessment Act 1979 (as amended) to prepare draft Local Environmental Plans.

Development Consents since 1 July 1991

Development consent(s) **HAS** been granted with respect to the subject land since 1 July 1991.

Tree Preservation Orders

The land **IS** affected by a Tree Preservation Order made under clause 28 of Randwick Local Environmental Plan 1998.

Foreshore Scenic Protection Areas

The land **IS NOT** within a Foreshore Scenic Protection Area as identified in Randwick Local Environmental Plan 1998.

Foreshore Building Line

The land **IS NOT** subject to a Foreshore Building Line that restricts development on the land.

Boarding Houses

The land **IS NOT** affected by clause 34 of Randwick Local Environmental Plan 1998 applying to a building or place used for the purposes of a boarding house.

Licences Under The Water Act 1912

The Property **IS** within the ground water extraction embargo area or the water shortage zone declared under the Water Act 1912 (see attachment).

Aircraft Noise (ANEF)

This property **IS NOT** affected by aircraft noise levels as measured by the Australian Noise Exposure Forecast (ANEF) identified by Sydney Airport Corporation Limited (SACL), endorsed by Air Services Australia (ASA).

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AMOUNT

10-Sep-2008
15657
»12901
2165724
100.00

Zoran Curcic
Planning Research Officer

Per:

Date: 10-Sep-2008

NOTE:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1st July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and the Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

Attachments

ATTACHMENT A	Amendments to Local Environmental Plan 1998
Amendment No. and Subject Land	Purpose
Amendment No.1 Marine Parade and McKeon Street, Maroubra Beach Commercial Precinct. Gazetted 14 April 2000	Introduces a maximum floor space ratio of 2:1 and permits serviced apartments as a permissible use where attached to buildings used for other purposes which are permissible in the zone.
Amendment No. 2 143 - 147 Allison Road, Randwick Gazetted 9 October 1998.	Lists the properties as Heritage Items in Schedule 3 of Randwick LEP 1998.
Amendment No. 3 Various land in the Clovelly Precinct. Gazetted 16 October 1998	Rezones the land from Residential 2B and 2C to Residential 2A
Randwick Local Environmental Plan 1998 : Amendment No. 5. Part Lot 1, Lot 2 and Part Lot 5, DP 876379, Paine Street Maroubra Gazetted 26 February 1999	Rezones part of the land to Residential 2A as it is surplus to needs and is to be disposed of.

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Randwick Local Environmental Plan 1998 : Amendment No. 7 Land bounded by Anzac Parade, Moverly Road, Loch Maree Street, Storey Street, Cooper Street, Holmes Street and Henning Avenue, Maroubra. Gazetted 10 March 2000.	Rezones the land from Residential 2B to Residential 2A.
Randwick Local Environmental Plan 1998 : Amendment No. 8. 224 Malabar Road, Coogee South. Gazetted 4 June 1999.	Rezones the land (Lot 4912, DP 752105) from Open Space 6A to Residential 2C.
Randwick Local Environmental Plan 1998 : Amendment No. 9. Maroubra RSL/Bowling Club, Mons Ave Maroubra Gazetted 10 December 1999	Rezones land currently occupied by tennis courts from Private Open Space 6B to Residential 2B.
Randwick Local Environmental Plan 1998 : Amendment No. 10. Amendments to Schedule of Heritage Items. Gazetted 30 April 1999.	Lists 81A Carrington Road Clovelly as Heritage Item. Deletes 44-46 Raglan Street Malabar from the Schedule of Heritage Items as DA consent for the demolition of the building has been granted.
Randwick Local Environmental Plan 1998 : Amendment No. 11. Land adjoining the southern end of Military road, Matraville. Gazetted 24 December 1999	Allows the land to be used as a Stonemasons Yard in conjunction with the Eastern Suburbs Memorial Park.
Randwick Local Environmental Plan 1998 : Amendment No. 12. Operational lands. Gazetted 8 September 2000.	Reclassifies certain lands from Community Land to Operational Land and allow Access way as a permissible use on these lands. -part of Blenheim Park, South Coogee; -unnamed reserve along Clovelly Road (between Flood St & Beach St), Clovelly.

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AMOUNT

10-Sep-2000
15657
s12901
2165724
100.00

Randwick Local Environmental Plan 1998: Amendment No. 14 Administrative amendments to LEP 1998 Gazetted 27 July 2000	Introduces a number of administrative amendments to LEP 1998 to clarify and review provisions of the LEP, and includes provision to allow functions at Wylie's Baths, Coogee, subject to consent.
Randwick Local Environmental Plan 1998: Amendment No. 15 211-213 Anzac Parade, Kensington Gazetted 17 March 2000	Allows the subject land to be used for the purposes of a service station and car wash facility.
Randwick Local Environmental Plan 1998 : Amendment No. 16. 11A Alexander Street, Coogee Gazetted 22 December 2000	Deletes No. 11A Alexander Street, Coogee from the list of Heritage Items in Schedule 3.
Randwick Local Environmental Plan 1998: Amendment No. 17 Master Planning Gazetted 23 June 2000	Introduces requirements for the preparation of Master Plans for sites with an area greater than 4000 square metres prior to any development consent being granted. Note: Environmental Planning and Assessment (as amended) Regulation 2000 is also applicable in conjunction with LEP Amendment No.17.
Randwick Local Environmental Plan 1998: Amendment No.20 Prohibit backpacker accommodation in 3B zone Gazetted 9 November 2001	Prohibits the establishment and development of backpacker accommodation establishments in all Local Business 3B zones.
Randwick Local Environmental Plan 1998: Amendment No.21 Notification and Advertising provisions Gazetted 31 January 2003	Deletes clauses in Randwick Local Environmental Plan 1998 relating to public notification and advertising requirements for development applications. These requirements are explained in more detail in a Development Control Plan for Public Notification.
Randwick Local Environmental Plan 1998: Amendment No.22 Affordable Housing Gazetted 19 August 2005	To encourage the retention and development of affordable housing in the City.

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100.00

Randwick Local Environmental Plan 1998: Amendment No.23 City wide general provisions and rezoning defence site Kingsford Gazetted 9 May 2003	New city wide provisions providing two new zones Residential 2D & Environment Protection 7. Also specifically rezones the Department of Defence land between Bundock, Avoca and Holmes Street
Randwick Local Environmental Plan 1998: Amendment No.26 11 Cuthill Street, Randwick Gazetted 14 June 2002	Amends clause in Randwick LEP 1998 to allow the site to be used for the purpose of hotel accommodation, in conjunction with existing Royal Randwick Hotel, despite its Residential 2B zone.
Randwick Local Environmental Plan 1998: Amendment No.27 Kensington Town Centre Gazetted 8 January 2003	Introduces new planning and design provisions for Kensington Town Centre; requires high quality design in all new development, identifies appropriate land uses in the land zoned for residential purposes in the centre, and identifies a heritage item in the centre (Doncaster Hotel)
Randwick Local Environmental Plan 1998: Amendment No. 28 Citywide provisions and rezoning of the former Prince Henry Hospital site Little Bay Gazetted 26 November 2004	Introduces provisions specific to the Prince Henry site and city wide. Specifically rezones the former Prince Henry Hospital site, 85 hectares at Little Bay to Zone 2D "comprehensive Development", Zone 6A "Public Open Space" and Zone 7 "Environmental Protection".
Randwick Local Environmental Plan 1998: Amendment No.29 100-120 King Street, Randwick Gazetted 15 August 2003	Amends clause in LEP 1998 to allow to use of part of the site for the purpose of local shops. This use will be limited to a max. gross floor area of 350 square meters
Randwick Local Environmental Plan 1998: Amendment No.31 68-76 Wentworth Street, Randwick Gazetted 9 May 2003	Rezones the site from 5 Special Uses into Residential 2 D to recognise the use for residential and open space purposes.
Randwick Local Environmental Plan 1998: Amendment No. 32 Lot 103 DP 805244 known as 15 Bumborah Point Rd Gazetted 27 June 2003	Amends clause in LEP 1998 to allow use of part of the land for Council's recycling facility.

PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

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Randwick Local Environmental Plan 1998; Amendment No.33 Maroubra Junction Town Centre Gazetted 7 May 2004	Revises planning and design provisions for Maroubra Junction Town Centre and rezones specific sites from Residential 2B Zone into 3A General Business Zone
Randwick Local Environmental Plan 1998; Amendment No 35 Malabar Headland Gazetted 24 March 2006	Remove a special provision allowing for a tourist accommodation facility on the land zoned 6 B Private Open Space, consistent with other land in same zone type.
Randwick Local Environmental Plan 1998; Amendment No 37 Matraville Town Centre Gazetted 18 August 2006	Purpose to provide a range of objectives for Matraville Town Centre
Randwick Local Environmental Plan 1998; Amendment No 40 Former Matraville Incinerator Site & minor changes to Exempt & Complying Development Gazetted 07 December 2007	Propose a minor wording change to update the reference to Council's Exempt and Complying DCP, FOR WHICH MINOR CHANGES WERE MADE FOR THE City and for the former Matraville Incinerator site.
ATTACHMENT B	Details of Draft Local Environmental Plans That Have Been Placed on Public Exhibition in Accordance With Section 66 of the Environmental Planning & Assessment Act, 1979
Draft plan and subject land	Purpose of draft plan
Randwick Local Environmental Plan 1998; Amendment No. 6. Malabar Headland	Proposes to rezone land to Proposed National Park. Adjusts zone boundaries to be consistent with extent of known remnant bushland.
Randwick Local Environmental Plan 1998; Amendment No.18 Dwelling houses and Multi-Unit Housing in Special Uses zone	Proposes to limit the provision of dwelling houses and multi-unit housing in the Special Uses zone of the institutional use of the site (not proceeding at this stage).
Randwick Local Environmental Plan 1998; Amendment No 36 Dwelling House and Attached Dual Occupancy	Proposes to alter the requirements for subdivision and attached Dual Occupancy.

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Randwick Local Environmental
Plan (Administrative Amendments)
2007

Using the format and some provisions in the NSW Government's new Standard Template for LEPs, this draft LEP consolidates all previous amendments and has revisions which augment, correct or clarify the operation of the plan. Once approved, this draft LEP will replace the current LEP 1998 including all previous amendments to that plan.

NOTE: Amendments No: 19, 24, 30, 38 numbers allocated but not yet prepared, Amendment No 4 & 39 Council resolved not to proceed, Amendment No 13 replaced with Amendment No 25 then 34 then 40.

Updated 15 January 2008

ATTACHMENT C

Development Control Plans Adopted by Council under Part 3 of the
Environmental Planning and Assessment Act, 1979

Name of Development Control Plan AND Effective Date	Purpose of Development Control Plan
Development Control Plan No. 6 Land bounded by Kemmis Street, Frenchmans Road and Clovelly Road, Randwick 20 June 1986	Redevelopment controls: height, floor space ratio, design guidelines.
Development Control Plan No. 8 Military Road & Bunnerong Road, Matraville 25 March 1987	Industrial development: access, landscaping, setbacks.
Development Control Plan No. 13 Bunnerong Power Station, Matraville 11 March 1990	Heritage Gardens, landscaped buffer zones, bushland, access restrictions.
Development Control Plan No. 16 Kingsford Commercial Centre 7 May 1996	Comprehensive DCP for commercial centre.
Development Control Plan No. 18 Randwick Bus Depot, cnr King & Dangar Streets, Randwick 14 July 1993 (amended 6 June 1995)	Comprehensive redevelopment controls.
Development Control Plan No. 21 Amusement Centres 2 May 1995	Requirements for installation of amusement machines.
Development Control Plan No. 22 The Spot & surrounds	Comprehensive DCP for The Spot commercial centre.

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24 October 1995	
Outdoor Advertising 4 August 1998	Guidelines and controls for outdoor advertising throughout the City of Randwick.
Parking 24 December 1998	Standards, guidelines and design parameters for parking, car parks and vehicle manoeuvring and access.
Randwick Junction Business Centre 18 February 1999.	Guidelines and controls for development in the Randwick Junction business centre. The centre is also a Heritage Conservation Area.
Eastern Suburbs Memorial Park 3 February 2000	Guidelines and controls for development of the Memorial Park. (LEP Amendment No. 11)
Multi-unit Housing 20 December 2002.	Guidelines and controls for all multi-unit housing in the Residential 2B and 2C zones.
Dwelling Houses and Dual Occupancy 20 December 2002	Guidelines and controls for development for dwelling houses in all Residential zones and for Attached Dual Occupancy in the Residential 2A Zone.
Maroubra Beach Commercial Precinct 26 May 2000	Guidelines and controls for development in the Maroubra Beach Commercial Precinct. Supplements Randwick LEP Amendment No.1
Backpacker Accommodation 26 May 2000	Guidelines and controls for the establishment of backpacker accommodation.
Kensington Town Centre (2002) 22 January 2003	Guidelines and controls for development in the Kensington Town Centre.
Public Notification of Development Proposals 25 February 2003	Requirements for notifying the public about all development proposals, including master plans, lodged with Council.
Defence site Kingsford 21 May 2003	Guidelines and controls for the Department of Defence land -Kingsford (corner block between Bundock, Avoca and Holmes Street)
Maroubra Junction Town Centre 18 May 2004	Guidelines and controls for development in the Maroubra Junction Town Centre
Footpath Dining and Trading	Guidelines for objectives & performance

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27 July 2004	criteria for outdoor dining and trading activities on public footpaths, & associated public access.
Prince Henry Hospital Site - Little Bay 8 December 2004	Guidelines and controls for the re development to the former Prince Henry Hospital Site at Little Bay.
Matraville Town Centre 29 August 2006	Guidelines and controls to provide design and objectives and action plans for future improvements to occur in the public areas of Matraville Town Centre
Royal Randwick Racecourse 8 May 2007	This DCP contains planning provisions for land uses and development within the Royal Randwick Racecourse.
University of New South Wales- Kensington Campus 16 April 2007	The DCP contains detailed planning provisions for land uses and development within the UNSW Kensington Campus.
Telecommunications and Radio-communications 1 October 2007	Provides controls and guidelines for the siting, design and installation of telecommunication and radio-communication facilities that require development consent
Exempt and Complying Development 15 January 2008	Detailed requirements for exempt and complying development

Draft Development Control Plans That Have Been Placed On Public Exhibition Under Clause 17 of the Environmental Planning and Assessment Regulation, 2000

Name of Draft Development Control Plan	Purpose of Draft Development Control Plan
West Kensington Heritage Conservation Area	Guidelines and controls for development in the west Kensington Heritage Conservation Area, as identified in Randwick LEP 1998.
North Randwick Heritage Conservation Area	Guidelines and controls for development in the North Randwick Conservation Area, as identified in Randwick LEP 1998.
Dwelling House & Attached Dual Occupancy	Guidelines and controls for development affecting single Dwelling House and attached Dual Occupancy to update and replace existing Development Control Plan

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Updated 15 January 2008

ATTACHMENT D Relevant State Environmental Planning Policies and Regional Environmental Plans	
Name of State Environmental Planning Policy (SEPP)	
SEPP No. 1 - Development Standards	
SEPP No. 4 - Development Without Consent (Clause 58)	
SEPP No.10 - Retention of Low-Cost Rental Accommodation	
SEPP No. 11 - Traffic Generating Development	
SEPP No. 19 - Bushland in Urban Areas	
SEPP No. 32 - Urban Consolidation (Redevelopment of Urban Land)	
SEPP No. 33 - Hazardous and Offensive Development	
SEPP No. 55 - Remediation of Land	
SEPP No. 64 - Advertising and Signage	
SEPP No. 65 - Design Quality of Residential Flat Development	
SEPP No. 70 - Affordable Housing	
SEPP No. 71 - Coastal Protection	
SEPP - (Housing for Seniors or People with a Disability) 2004	
SEPP - BASIX (Building Sustainability Index) 2004	
SEPP - (Major Projects) 2005	
SEPP - (Mining, Petroleum Production and Extractive Industries) 2007	
SEPP - (Temporary Structures and Places of Public Entertainment) 2007	
SEPP - (Infrastructure) 2007	

Name of Regional Environmental Plan REP	
REP No. 7 - Multi Unit Housing - Surplus Government Sites	
REP - Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005	

Name of Draft SEPP, REP, placed on Exhibition	
Integration of Land Use and Transport - Draft SEPP 66	
Application of Development Standards 2004 - Draft SEPP	

Note: Any questions regarding these State Environmental Planning Policies and Regional Environmental Plans should be directed to the Department of Planning (02) 9228 6111 or www.planning.nsw.gov.au.

Updated 2 January 2008

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ATTACHMENT E

Zone No 5 (Special Uses Zone)

(1) The objectives of Zone No 5 are:

- (a) to accommodate development by public authorities on publicly owned land, and
- (b) to accommodate development for educational, religious, public transport or similar purposes on both publicly and privately owned land, and
- (c) to allow appropriate community uses, and
- (d) to enable associated and ancillary development, and
- (e) to identify and protect land intended to be acquired for special uses, and
- (f) to allow for the redevelopment of land no longer required for a special use.

(2) Development for the purpose of the following does not require development consent:

Bushfire hazard reduction;	Public utility undertakings;
Recreation;	Roads.

(3) Development for the purpose of the following requires development consent:

Animal establishments;	Bed and breakfast accommodation;
Boarding houses;	Car parks;
Cemeteries;	Child care centres;
Clubs;	Communication facilities;
Community facilities;	Dwellings;
Dwelling houses;	Educational establishments;
Group homes;	Health consulting rooms;
Helicopter landing sites;	Home activities;
Hospitals;	Multi-unit housing;
Outdoor advertising;	Penitentiaries;
Places of worship;	Plant nurseries;
Public transport;	Recreation facilities. ts;
Group homes;	Health consulting rooms;
Helicopter landing sites;	Home activities;
Hospitals;	Multi-unit housing;
Outdoor advertising;	Penitentiaries;
Places of worship;	Plant nurseries;
Public transport;	Recreation facilities.

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(4) Any development not included in subclause (2) or (3) is prohibited.

ATTACHMENT F

**Council Resolutions Under Section 54 of the Environmental Planning and Assessment Act, 1979,
to prepare Draft Local Environmental Plans**

DETAILS OF RESOLUTION	DATE OF RESOLUTION
Draft Randwick Comprehensive LEP applying city wide	24 June 2008

Note: These draft Local Environmental Plans have not yet been placed on public exhibition in accordance with Section 66 of the Environmental Planning and Assessment Act, 1979.

Council Resolutions Under Section 72 of the Environmental Planning and Assessment Act, 1979, to Prepare Draft Development Control Plans	
DEVELOPMENT CONTROL PLANS NAME OF DRAFT DCP	PURPOSE
Outdoor Advertising (not yet prepared)	To update and replace the existing Outdoor Advertising DCP

Updated 24 June 2008

PLANNING CERTIFICATE

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Managing groundwater in the Botany Sands Aquifer*

Who manages groundwater?

The NSW Government through the Department of Water & Energy is responsible for the management of groundwater resources in NSW.

What is the Botany Sands Aquifer?

The botany Sands Aquifer is a large volume of underground water present in the sandy ground surrounding Botany Bay. The aquifer is highly vulnerable to contamination due to the permeability of the sands, and the generally shallow water table. Any contamination from land use activity that escapes or is spilled onto the ground is likely to accumulate in the earth and leach into the groundwater.

How is the NSW Government managing the aquifer?

While only a small proportion of the aquifer area is known to be contaminated the NSW government has taken a precautionary approach to ensure public health is not put at risk from exposure to potentially contaminated groundwater. As follows:

- Since August 2003 DNR has operated an embargo on the acceptance of new licence applications to extract groundwater. See the groundwater embargo area map.
- In August 2006 DNR divided part of this area into four management zones. See groundwater management zone map:
 - Zone 1 extraction exclusion all bore water use.
 - Zone 2, 3, & 4 Ban on domestic bore water use.
 - Zone 2, 3, & 4 Industrial users must test their bore water annually and provide the results to the NSW Government.

More Information

Groundwater Management

Contact the NSW Government's Botany Groundwater Hotline for information 1800 237 012. Visit NSW Department of Water & Energy's website at www.DWE.NSW.gov.au

Health Risks

Residents concerned about possible health risks from previous exposure to groundwater in zones 1, 2, 3, 4 are encouraged to contact South Eastern Sydney Illawarra Public Health Unit on 02 9382 8333, or write to the Director, Public Health Unit, Locked Bag 88, Randwick NSW 2031.

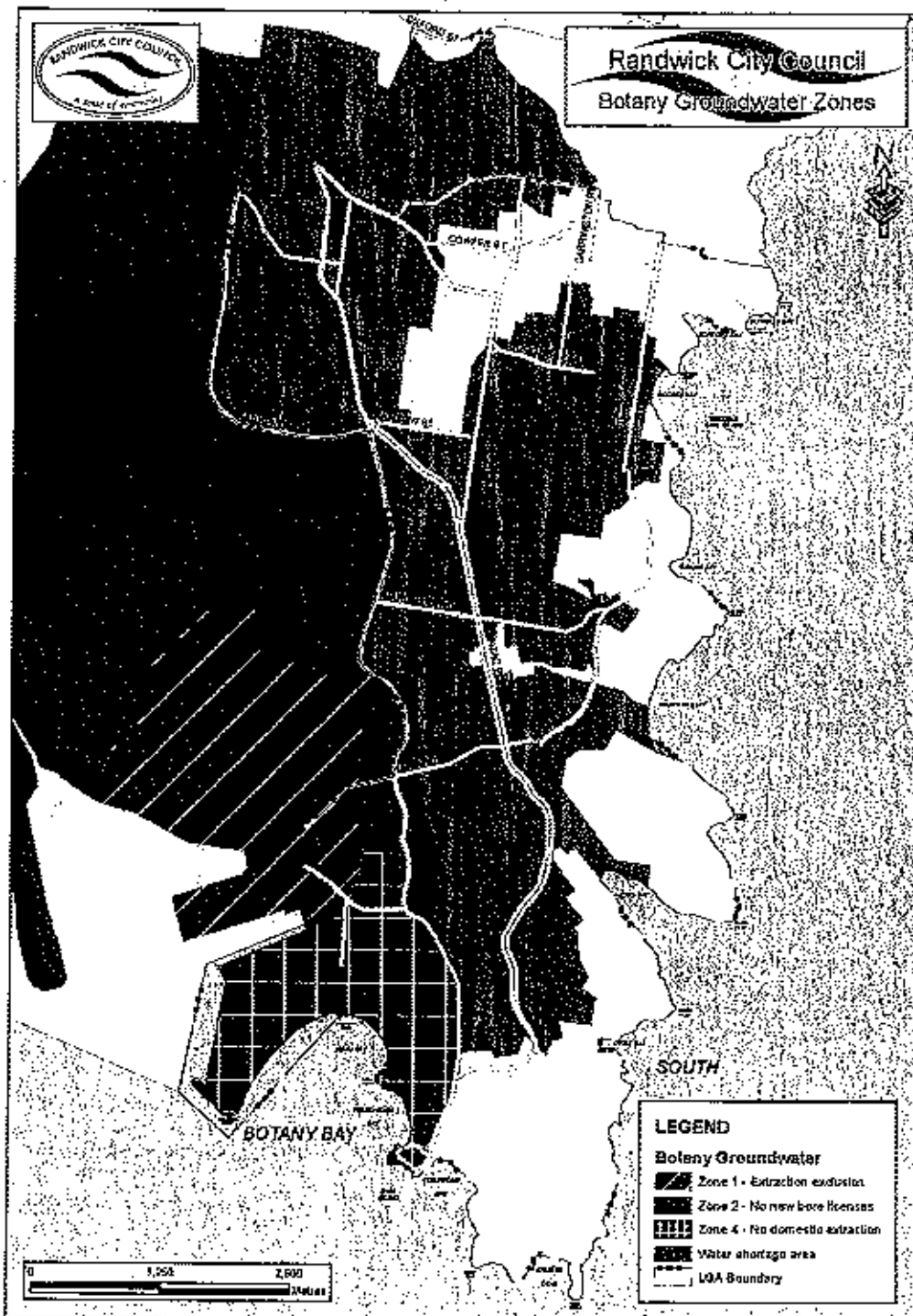
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REQUEST

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

(A) STAMP DUTY	If applicable. Office of State Revenue use only		
(B) FOLIO OF THE REGISTER	Folio Identifiers 10/6828, 11/6828, 12/6828, 1/1112051, 2/1112051, 1/795190, 1/945332, 1/954668		
(C) REGISTERED DEALING	Number		Folio of the Register
(D) LODGED BY	Document Collection Box 813E	Name, Address or DX, Telephone, and LLPN if any I V Knight, Crown Solicitor DX 19 SYDNEY LLPN: 123589U Tel: (02) 9224-5079 Reference: 200802497 T10 Claire Armour	CODE R
(E) APPLICANT	MINISTER FOR EDUCATION AND TRAINING		
(F) NATURE OF REQUEST	Record Restriction on the use of land pursuant to Section 88D, Conveyancing Act 1919		
(G) TEXT OF REQUEST	<p>The Applicant being a Prescribed Authority within the meaning of Section 88D(1) of the Conveyancing Act 1919 and being the registered proprietor of the land above described pursuant to the provisions of the Education Act 1990 hereby applies to have a recording made in the Register of a Restriction, the terms of which are specified in the Order dated 20 October 2008 (a true copy of which is annexed hereto and marked "A") and which affects the land above described.</p>		

DATE

20/10/2008

- (H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness:

Trevor Sutton
23/10 Goodwin St
Norrabeen NSW 2101

Certified correct for the purposes of the Real Property Act 1900 by the applicant:

Signature of applicant:

Signed by me Ray Masterton as delegate of the Minister for Education and Training, the Honourable Verity Helen Firth pursuant to Section 125 of the Education Act 1990 and I hereby certify that I have no notice of revocation of such delegation.

Annexure A to Request

Parties: Minister for Education and Training

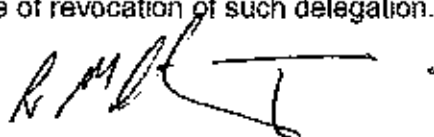
Dated: 20 October 2008

ORDER

ORDER made the 20th day of October 2008 by the HONOURABLE
VERITY HELEN FIRTH Minister for Education and Training for the State of New South Wales IN
PURSUANCE of Section 88D(2) of the Conveyancing Act 1919.

I, the Minister for Education and Training do, by this my Order, make an Order that the land described in
Schedule One hereto be subject to a Restriction, particulars of which are specified in Schedule Two
hereto. The prescribed authority in which the land is vested is the Minister for Education and Training.

Signed by me Ray Masterton as delegate of
the Minister for Education and Training,
Verity Helen Firth, pursuant to Section 125 of the
Education Act 1990 and I hereby certify that I
Have no notice of revocation of such delegation.



Ray Masterton as delegate of
Verity Helen Firth
Minister for Education and Training

SCHEDULE ONE

ALL THOSE pieces or parcels of land located at Maroubra Junction in the Local Government Area of
Randwick Parish of Botany and County of Cumberland being Lot 10 in Deposited Plan 6828, Lot 11 in
Deposited Plan 6828, Lot 12 in Deposited Plan 6828, Lot 1 in Deposited Plan 1112051, Lot 2 in
Deposited Plan 1112051, Lot 1 in Deposited Plan 795190, Lot 1 in Deposited Plan 945332 and Lot 1 in
Deposited Plan 954668 and being the whole of the land comprised in Certificate of Title Folio Identifiers
10/6828, 11/6828, 12/6828, 1/1112051, 2/1112051, 1/795190, 1/945332 and 1/954668.

SCHEDULE TWO

A Restriction on the use of the land that the land and improvements located thereon described in
Schedule One hereto will not be used for the purposes of a school which is not a "government school" as
that expression is defined by Section 3 of the Education Act 1990.

SURVEY REPORT

Boxall Surveyors

Consultants in Surveying & Land Development



Boxall Surveyors

Consultants in Surveying & Land Development



19 September, 2008

Our Ref: 9495-001

State Property Authority
GPO Box 5341
Sydney NSW 2001

Attn: Peter Delauney

Dear Peter,

As instructed we have made a survey of the whole of the land contained in Computer Folio Reference Numbers 10/6828, 11/6828, 12/6828, 1/795190 (limited title), 1/945332, 1/954668, 1/1112051 and 2/1112051 having a frontage of 140.88 metres to the northern side of Storey Street, a frontage of 34.07 metres to the western side of Anzac Parade, a frontage of 76.925 metres to Hannan Lane and a frontage of 40.235 metres to the southern side of Runic Lane at Maroubra Junction in the Local Government Area of Randwick Parish of Botany County of Cumberland and found erected thereon and wholly within the prescribed boundaries four brick buildings roofed with tiles and a metal clad building roofed with metal all formerly known as Maroubra Junction Infant School and have to make the following report.

This survey has been prepared for identification purposes only and is limited to those parts of the subject and adjoining buildings and improvements which were visible and accessible. Any future development or building extensions would require the boundaries to be marked on the ground.

The land was partly enclosed by paling fences and brick walling and the position of such fences and walling in relation to the boundaries is indicated upon the accompanying sketch. The land is also fully enclosed by a recent chain & barb wire fence.

The position of the aforesaid buildings in relation to the boundaries is shown upon the accompanying sketch together with various improvements such as the car parking area, shade structures and sports court.

Full deed dimensions were found to be available.

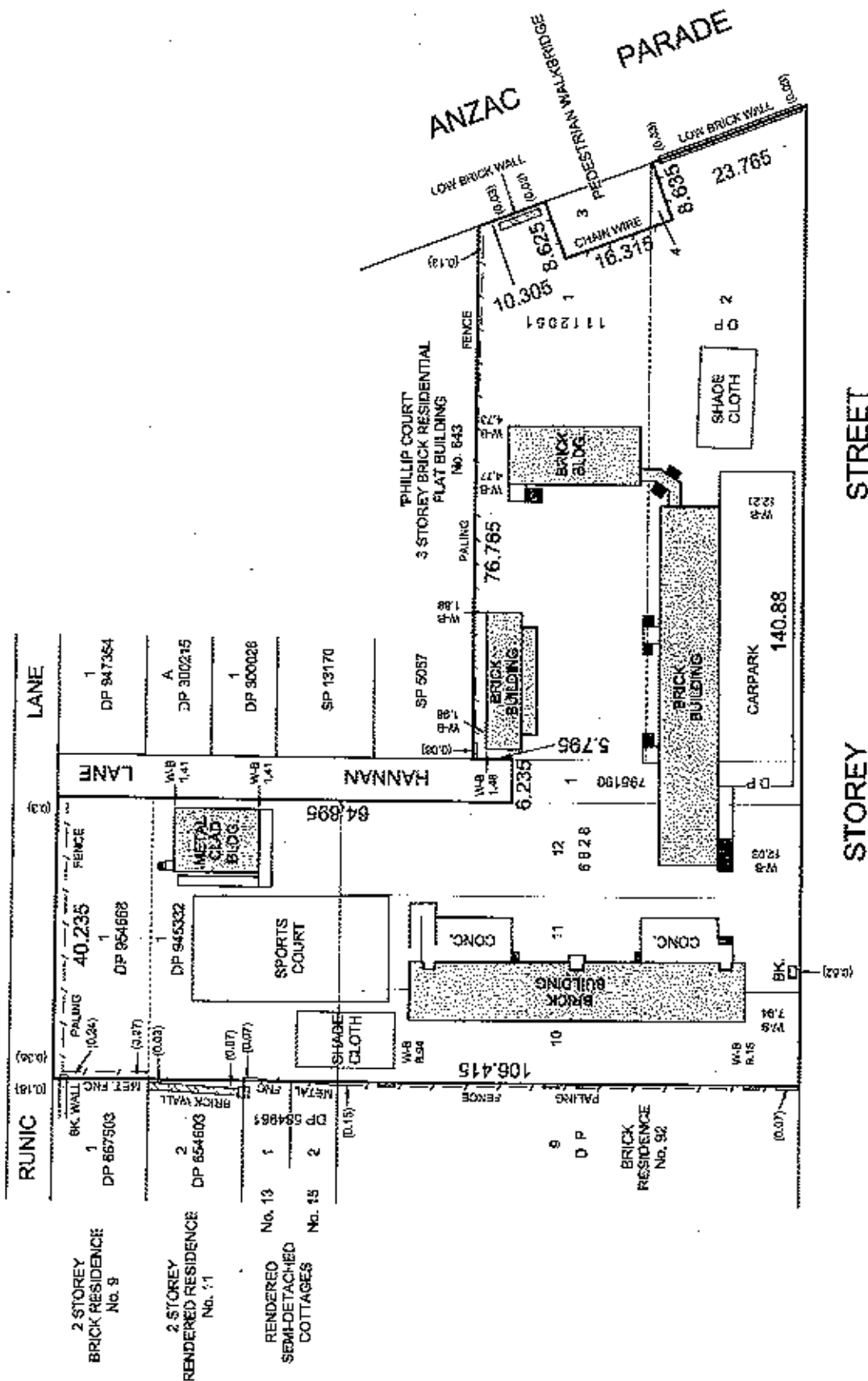
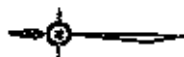
Other than irregularities in fencing as indicated upon the accompanying sketch we can find no apparent encroachments either by or upon the subject property.

The subject property is situated on the corner of Storey Street and Anzac Parade and is known as No. 645-651 Anzac Parade. Various residential properties adjoin to the west and north together with a pedestrian walk bridge which adjoins to the east crossing Anzac Parade.

Yours faithfully,

BOXALL SURVEYORS PTY. LIMITED

Shawn LeClerc, B. Eng. (Geomatics), M.I.S. Aust.
Registered Surveyor



W-B DENOTES WALL TO BOUNDARY

SKETCH TO ACCOMPANY OUR REPORT DATED 19-9-2008

[Handwritten signature]

REGISTERED SURVEYOR

BOXALL SURVEYORS PTY LTD

CONSULTANTS IN SURVEYING AND LAND DEVELOPMENT

(ABN 32 114 644 088)

P.O. BOX 579, SUTHERLAND, N.S.W. 1499.

20 Robertson Street, Sutherland

Phone: (02) 8521 5737, (02) 9545 1045.

Fax: (02) 9545 5092.

Web: www.boxallsurveyors.com.au

DATE: _____

SCALE:

1:600

REFERENCE NO:

9495-001

A3

