



## Quiz

### Bondi Road Development Pty Ltd v Selected Properties Pty Ltd [2020] NSWSC 845 – Real Property

1. Can a settlement agreement be a contract for the sale of land?
  - a. Yes
  - b. No
  - c. Yes, but only if it is executed before 1 January 2021
  - d. Yes, but not in NSW
2. What did Bondi Road Development claim in the second proceeding?
  - a. A declaration that the notice of termination is void
  - b. A declaration that it is entitled to have the settlement agreement specifically performed
  - c. An order that the defendants specifically perform their obligations under the settlement agreement
  - d. All of the above
3. Which of the defendants' arguments succeeded?
  - a. There was no requirement for a land tax certificate because there was an applicable exemption under the Conveyancing (Sale of Land) Regulation 2017 (NSW)
  - b. The parties were legal co-owners
  - c. The parties were co-owners in equity
  - d. None of the above

4. Which of the following statements is true in this case?
- a. Construction of the settlement agreement informed the construction of the joint venture agreement
  - b. Construction of the joint venture agreement informed the construction of the settlement agreement
  - c. Construction of The Law Society of NSW's standard contract for the sale of land informed the construction of the settlement agreement
  - d. None of the above
5. Why is it preferable to leave the wording of the orders vague?
- a. Being overly prescriptive makes it difficult to provide for all the contingencies that need to fall into place for the agreement to be specifically performed
  - b. It leaves it open for how specific performance is achieved
  - c. It leaves it open for the defendants to choose not to have the agreement specifically performed
  - d. a and b

Answers:

1. A 2. D 3. D 4. B 5. D