

43 Gabriella Avenue
Cecil Hills NSW 2171
Draft Contract

McGrath

Contract for the sale and purchase of land 2018 edition

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| TERM | MEANING OF TERM | NSW Duty: |
| vendor's agent | McGRATH ESTATE AGENTS 265B Macquarie Street, Liverpool NSW 2170 Tel: 9824 1100 Fax: 9824 1120 | |
| co-agent vendor | JEFFREY ALLAN COOK and MARIA LENI COOK | |
| vendor's conveyancer | CROSBIE CONVEYANCING 11 Donahue Close, Prairiewood NSW 2176 | Tel: 0438 567 053 Email: maria@crosbieconveyancing.com |
| date for completion | 42nd day after the contract date (clause 15) | |
| land (address, plan details and title reference) | 43 GABRIELLA AVENUE, CECIL HILLS NSW 2171 Lot 2166 in Deposited Plan 835741 Folio Identifier: 2166/835741 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Pergola | |
| attached copies | documents in the List of Documents as marked or numbered: other documents: | |

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

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| inclusions | <input checked="" type="checkbox"/> blinds | <input checked="" type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> light fittings | <input checked="" type="checkbox"/> stove |
| | <input checked="" type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> fixed floor coverings | <input checked="" type="checkbox"/> range hood | <input type="checkbox"/> pool equipment |
| | <input checked="" type="checkbox"/> clothes line | <input checked="" type="checkbox"/> insect screens | <input checked="" type="checkbox"/> solar panels | <input checked="" type="checkbox"/> TV antenna |
| | <input checked="" type="checkbox"/> curtains | <input checked="" type="checkbox"/> other: Garden shed, Tool shed, ceiling fans, alarm system, water tank, ducted air conditioning | | |
| exclusions | | | | |
| 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) | | | |

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| buyer's agent | | |
| Vendor | GST AMOUNT (optional) The price includes GST of: \$ | witness |
| purchaser | <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares | witness |

Choices

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

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

43 GABRIEL AVENUE, CECIL HILLS NSW 2171

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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| Australian Taxation Office | NSW Fair Trading |
| Council | NSW Public Works Advisory |
| County Council | Office of Environment and Heritage |
| Department of Planning and Environment | Owner of adjoining land |
| Department of Primary Industries | Privacy |
| East Australian Pipeline Limited | Roads and Maritime Services |
| Electricity and gas | Subsidence Advisory NSW |
| Land & Housing Corporation | Telecommunications |
| Local Land Services | Transport for NSW |
| NSW Department of Education | 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 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

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| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>deposit-bond</i> | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>remittance amount</i> | the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ; |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>RW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>); |
| <i>RW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an endorsed <i>cheque</i> made payable to the person to be paid and – issued by a <i>bank</i> and drawn on itself; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008). |

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

16 Completion**• Vendor**

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

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$40 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title• **Definitions and modifications**

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

- 30.13.2 If both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

| | |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

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CONDITIONS OF SALE BY AUCTION

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

"Bidders record" means the bidders record to be kept pursuant to clause 18 of the *Property, Stock and Business Agents Regulation 2003* and section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer; and
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of co-owner;

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

SPECIAL CONDITIONS

VENDOR: **JEFFREY ALLAN COOK and MARIA LENI COOK**

PURCHASER:

PROPERTY: **43 GABRIELLA AVENUE, CECIL HILLS NSW 2171**

32. Amendments to Printed Form of Contract:

For every purpose of this Contract the terms of provisions 1 to 31 as printed on pages 1 to 18 inclusive of the form of Contract to which these special conditions are annexed will be deemed to be amended as follows.

32.1 Clause 1 – Definition of “*bank*” delete the words “a building society or a credit union”.

32.2 Clause 2.9 is deleted.

32.3 Clause 3.10.2 is deleted.

32.4 Clause 6.2 is deleted.

32.5 Clause 7.1.1 - amended by deleting “5% of the price” and inserting “\$1.00”.

32.6 Clause 7.2.2 and 7.2.5 are deleted.

32.7 Clause 8.1.1 – delete the words “on reasonable grounds”.

32.8 Clause 8.2.2 is deleted.

32.9 Clause 10.1 - insert the words “or delay completion” after the word “terminate” on the first line.

32.10 Clause 10.1.1 - insert the words “or state of repair or absence” before the words “of any fence”.

32.11 Clauses 10.1.8 and 10.1.9 – delete the word “substance” and insert the word “existence”.

32.12 Clause 10.2 - insert the words “or delay completion” after the word “terminate” on the first line.

32.13 Clause 11 is deleted.

32.14 Clause 16.5 - amended by deleting the words “plus another 20% of that fee”.

32.15 Clause 16.7 – delete the words “by cash (up to \$2,000) or”

32.16 Clause 16.8 is deleted.

32.17 Clause 16.12 – delete the words “but the vendor must pay the purchaser’s additional expenses, including any agency or mortgagee fee”.

32.18 Clause 18.7 is deleted.

32.19 Clause 18 – add the following clause 18.8:
"18.8 The purchaser will provide a copy of a current building and public liability insurance policy or certificate of currency for the property prior to taking possession of the property."

32.20 Immediately after clause 20.6.7 add the following clause 20.6.8:
"20.6.8 served if it sent by electronic mail to the *party's solicitor* in accordance with the provisions of the Electronic Transactions Act 2000."

33. Agent

The purchaser warrants that he/she was not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendor's agent, if any, referred to in this contract. The purchaser agrees that he/she will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser's breach of this warranty. It is hereby agreed and declared that this special condition will not merge on completion, or be extinguished by completion of this Contract and will continue in full force, and effect, notwithstanding completion.

34. Death or Incapacity or Bankruptcy

Notwithstanding any rule of law or equity to the contrary, if the purchaser (or any of them) prior to completion:

34.1. is a company and has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager appointed to it, the purchaser will have defaulted in observance of an essential term of this Contract and the vendor may terminate this Contract in accordance with clause 9 of the printed form of Contract.

34.2 is a natural person and becomes bankrupt, the purchaser will have defaulted in observance of an essential term of this Contract and the vendor may terminate the Contract in accordance with clause 9 of the printed form of Contract.

34.3 is a natural person and dies or becomes mentally ill, as defined in the Mental Health Act 2007, then the vendor may, in the vendor's sole discretion, rescind this Contract by written notice served on the purchaser's solicitor or licensed conveyancer, and thereupon this Contract will be at an end and the provisions of Clause 19 of the printed form of Contract will apply.

35. Notice to Complete

35.1 If a party does not complete this Contract on the completion date, the party not in default may, if he/she is ready, willing and able to complete, serve on the party in default a Notice to Complete making time of the essence. Such notice shall give no less than, fourteen (14) days notice after the date of service of the notice in accordance with the terms of the Contract. The parties agree a period of fourteen (14) days for a Notice to Complete is reasonable and sufficient to render the time for completion essential.

35.2 The party serving a Notice to Complete shall be entitled to withdraw any Notice to Complete issued pursuant to special condition 35.1 and subsequently issuing a further Notice to Complete in lieu thereof.

35.3 If the vendor issues a Notice to Complete in accordance with his/her rights under this Contract, then the purchaser must pay to the vendor on completion an additional amount of \$275.00.

36. Late Completion

36.1 Without prejudice to the vendor's rights under this contract, if the purchaser fails to complete by the completion date by reason of the purchaser's default, then in addition to the balance of the price, the purchaser must pay to the vendor interest on the balance of the purchase price at the rate of ten per centum (10%) per annum calculated on a daily basis from the completion date up to and including the actual date of completion (inclusive of both days).

36.2 The parties agree that the interest payable pursuant to special condition 36.1 represents a genuine pre-estimate of the vendor's loss resulting from the delay of completion by the purchaser, including loss of interest on the purchase money and liability for rates, taxes and other outgoings. Such interest will be deemed to be part of the balance of the purchase money due and payable on completion as an essential term of this Contract.

37. Acknowledgements by Purchaser

37.1 The purchaser acknowledges and agrees that he/she:

(a) is purchasing the property in its present condition and state of repair with all faults latent and patent and subject to any infestation and dilapidation, together with appurtenances thereto;

(b) has had the opportunity before entering this Contract to inspect the property and to obtain building, pest and other reports on the condition of the property and buys the property relying on his/her own inspection, knowledge and enquiries;

(c) does not rely on any warranties or representations made to him/her by or on behalf of the vendor unless stated in this Contract;

(d) will not be entitled to call upon the vendor to carry out any repairs whatsoever in relation to the property sold;

(e) accepts the inclusions specified in this Contract in their present state and condition as at the date of this Contract and the vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear in respect thereof occurring after the date of this Contract;

(f) will not require the vendor to cut or maintain the lawns and garden areas, or to remove any garden refuse, rubbish, building materials or debris;

(g) will not require the vendor to clean and chemically balance the pool, if a pool is an improvement erected on the property; and

(h) will not make any claims, requisitions, objections or delay settlement if the vendor may have missing keys or remote control devices.

37.2 The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this Contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. It is hereby agreed and declared that this special condition will not merge on completion, or be extinguished by completion of this Contract and will continue in full force, and effect, notwithstanding completion.

37.3 The purchaser acknowledges that subject to section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulations 2017*, the vendor does not give any assurance as to the accuracy, currency or completeness of any attachment to this Contract.

38. Services

38.1 The purchaser shall take title subject to existing water supply or drainage services or connections of any gas, electricity or telephone services or any other services or installations to the property or in respect of any water pipe or main or any stormwater pipe or drain or manhole passing through or under or being upon the property. The purchaser shall not make any objection, requisition or claim for compensation, delay completion or rescind this contract in respect of the nature, location, availability or non-availability of any such services.

38.2 The vendor gives no warranty and makes no representation that the sewer service diagram attached to this contract is correct and the purchaser shall not make a claim or requisition, delay completion, rescind or terminate in relation to the sewer service diagram.

39. Parol Evidence Rule

39.1 The purchaser acknowledges that the provisions of this Contract constitute the full and complete agreement and understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.

39.2 The purchaser acknowledges and agrees that he/she does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written Contract, PROVIDED THAT if there shall be any further additional amendment to the terms and conditions of this Contract after the date hereof the same shall only be binding if acknowledged in writing by the vendor's and purchaser's Solicitor or Licensed Conveyancer named on the front page of the Contract, to be bound thereby.

39.3 The vendor shall not be bound by any information or particulars contained (in any advertisement or any lithograph or pamphlets or any plan issued or exhibited prior to or at the time of sale and the purchaser acknowledges and agrees that he/she shall not by reason of any discrepancy or misdirection therein make any requisition, claim or demand, or delay completion or rescind or terminate this Contract.

40. Title Particulars

A sufficient statement of the vendor's title shall be deemed to be included in the description of the property appearing on the front page of this Contract and such statement shall be deemed to have been given to the purchaser at the date hereof.

41. Vendor's Agency Fees

In the event completion is cancelled or postponed as a result of the inability on the part of the purchaser or the purchaser's mortgagee, then the purchaser will reimburse the vendor for any additional agency fees, including the vendor's mortgagee's agency fees, as a result of such failure to complete or postponement of settlement.

42. Interpretation & Inconsistencies

42.1 If there is any inconsistency between the printed conditions and the special conditions, then the special conditions will prevail.

- 42.2 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this Contract.
- 42.3 Each special condition and sub-clause of this Contract are severable from each other and if for any reason any special condition or sub-clause is invalid or unenforceable that cannot prejudice or in any way affect the validity or enforceability of any other special condition or sub-clause.
- 42.4 This Contract represents the entire agreement between the vendor and the purchaser.
- 42.5 A party that is a trustee is bound both personally and in its capacity as a trustee.
- 43. Building Certificate**
- 43.1 If the purchaser applies for a building certificate, under section 149D of the Environmental Planning & Assessment Act 1979 ("Building Certificate") it must do so at his/her own expense.
- 43.2 If the local council refuses or fails to issue the Building Certificate, that refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the vendor's title to the property and the purchaser must take title despite the council's refusal or failure or facts.
- 43.3 If the local council requires work to be done on the property as a condition of issuing a Building Certificate, or issues a Building Certificate but requires work to be carried out, the purchaser must not make any claim against the vendor nor terminate nor delay completion of this Contract because of the Council's requirement to carry out any work and it will be the responsibility of the purchaser to carry out any work required by Council at his/her expense.
- 44. Encumbrances & Caveat**
- 44.1 If a mortgage or caveat is recorded on the folio of the register of the property the purchaser must on completion accept a discharge of that mortgage or a withdrawal of caveat so far as it relates to the property.
- 44.2 The purchaser will not lodge a caveat with respect to the property nor with respect to any land in which the property forms part.
- 45. Deposit Paid by Instalments**
- 45.1 The purchaser acknowledges and agrees that the deposit payable under this Contract is 10% of the purchase price. The vendor has agreed to allow the purchaser to pay the 10% deposit payable under this Contract in two instalments, as follows:
- (a) as to 50% of the deposit payable on the date of this Contract (time being of the essence); and
 - (b) the remaining 50% of the deposit payable on the earlier of (time being of the essence):
 - (a) termination of this Contract by the vendor for a breach committed by the purchaser; and
 - (ii) the completion of this Contract.
- 45.2 If subclause 45.1 applies:
- (a) so much of the deposit not paid by the purchaser on the date of this Contract is a liquidated debt due and payable by the purchaser to the vendor; and

- (b) that debt must be repaid to the vendor on the earlier of:
 - (i) the vendor becoming entitled to the deposit under this Contract; and
 - (ii) completion of this Contract.

45.3 The purchaser acknowledges and agrees that in the circumstances entitling the vendor to forfeit the 10% deposit, then this amount represents a genuine pre-estimate of the vendor's loss and not a penalty.

45.4 Nothing in this clause shall be taken as restricting the vendor's rights under this Contract or at law. The vendor's rights under this clause 45 shall continue notwithstanding termination of the Contract for a breach by the purchaser.

46. Vendor Disclosure

The vendor discloses, and the purchaser acknowledges, that the tool shed erected on the property was not Council approved. The purchaser shall not require the vendor to remove or rectify the tool shed or make a claim or requisition, delay completion, rescind or terminate this Contract in relation to any matter which may arise in connection with the tool shed.

47. Disclosure of Vendor Name

47.1 The vendor discloses that the registered proprietor, Maria Leni Cook's name was incorrectly spelt at the time of registration of a Transfer.

47.2 Attached hereto and marked with the letter "A" is a copy of Statutory Declaration stating the registered proprietor Maria Leni Cook is the same person as Ma Leni Cook. The vendor will provide, and the purchaser will accept, (if required) an original Statutory Declaration on completion and the purchaser will not require the vendors to register a Change of Name with the NSW Land Registry Services, and will not make a claim or requisition, delay completion, rescind or terminate this Contract in relation to the incorrectly spelt name.

48. Guarantee & Indemnity for Corporate Purchaser

If the Purchaser (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this Contract with the Purchaser, it is an essential provision of this Contract that the Directors of the Purchaser:

..... of; and

..... of

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause. This Guarantee and Indemnity is a principal obligation between the Guarantor and the Vendor.

Signed by the Guarantor,)

)

.....)
in the presence of:)

)

.....
Signature of Witness

.....
Signature of Guarantor

.....
Name of Witness

.....
Signature of Guarantor

.....
Address of Witness

"A"

STATUTORY DECLARATION

OATHS ACT 1900, NSW EIGHTH SCHEDULE

I, MA LENI COOK of 43 Gabriella Avenue, Cecil Hills in the State of New South Wales, do solemnly and sincerely declare as follows:

1. I am the one and same person as MARIA LENI COOK as shown as a registered proprietor on Folio Identifier: 2166/835741 for the property known as 43 Gabriella Avenue, Cecil Hills.
2. I also state that I am the one and same person as MA LENI G COOK as shown on my driver's licence number 12681068 which expires on 27 June 2022, a certified copy of which is annexed hereto and marked with the letter "A".
3. Annexed hereto and marked with the letter "B" is a certified copy of my passport number PA1822157 showing the correct spelling of my name.
4. I state that at the time of purchasing the property at 43 Gabriella Avenue, Cecil Hills my legal advisers had misspelt my name and I do not know why the letter "G" is shown on my driver's licence.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Declared at BAYKHAM HILLS on the 13 AUG 2018! day of 2018

[Signature of Declarant]

in the presence of an authorised witness, who states:

John Edward O'Brien

JP No: 161017

[name of authorised witness]

a ~~Solicitor~~/Justice of the Peace

[qualification of authorised witness]

Certify the following matters concerning the making of this statutory declaration by the person who made it: [please cross out any text that does not apply]

1. ~~*I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~

2. ~~*I have known the person for at least 12 months OR *I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was~~

PASSPORT NO PA1822157

[describe identification document relied on]

[signature of authorised witness]

John Edward O'Brien

JP No: 161017

13 AUG 2018!

[date]



LAND
REGISTRY
SERVICES



GLOBALX

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2166/835741

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 19/6/2018 | 10:27 AM | 6 | 17/6/2015 |

LAND

LOT 2166 IN DEPOSITED PLAN 835741
AT CECIL HILLS
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP835741

FIRST SCHEDULE

JEFFREY ALLAN COOK
MARIA LENI COOK
AS JOINT TENANTS

(T AA483087)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP835741 EASEMENT TO DRAIN WATER 1.2 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP835741 RESTRICTION(S) ON THE USE OF LAND
- 4 AJ575813 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glscros

PRINTED ON 19/6/2018

Obtained from NSW LRS on 19 June 2018 10:27 AM AEST

* 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.

© Office of the Registrar-General 2018

SCHEMATIC, SEALS AND STATEMENTS OF APPROVAL BY LOCAL GOVERNMENT, APPLICANT AND THE STATE OF CALIFORNIA ARE REQUIRED. APPLICANT'S SIGNATURE AND SEAL ARE REQUIRED TO BE SIGNED BY HE CARL PETER WILSON AS DELEGATE OF THE NEW SOUTH VALES LAND AND HOUSING CORPORATION AND I HEREBY DECLARE THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION

PURSUANT TO SECTION 81 OF THE PUBLIC WORKS ACT 1972 & SEC 51 OF THE HOUSING ACT 1976, THIS INTENDED TO BE A SUBDIVISION OF THE LAND AND HOUSING CORPORATION AND I HEREBY DECLARE THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION

WHERE ANY LOT HEREIN ADJUTS ON A ROAD OR RAILROAD STREAM THE TITLE EXTENDS TO THE ROAD OR STREAM AND NOT TO THE MIDDLE LINE THEREOF.

Council Land Office Approval

City of Livermore
 Planning Department
 Planning Director
 Council Clerk

REQUIREMENTS FOR THE LOCAL GOVERNMENT ACT, 1979 (LOCAL GOVERNMENT ACT) AND THE STATE OF CALIFORNIA HOUSING ACT, 1976 (HOUSING ACT) ARE SET FORTH IN THE ATTACHED SCHEDULES OF CURVED AND SHORT BOUNDARIES AND PERMANENT MARKS.

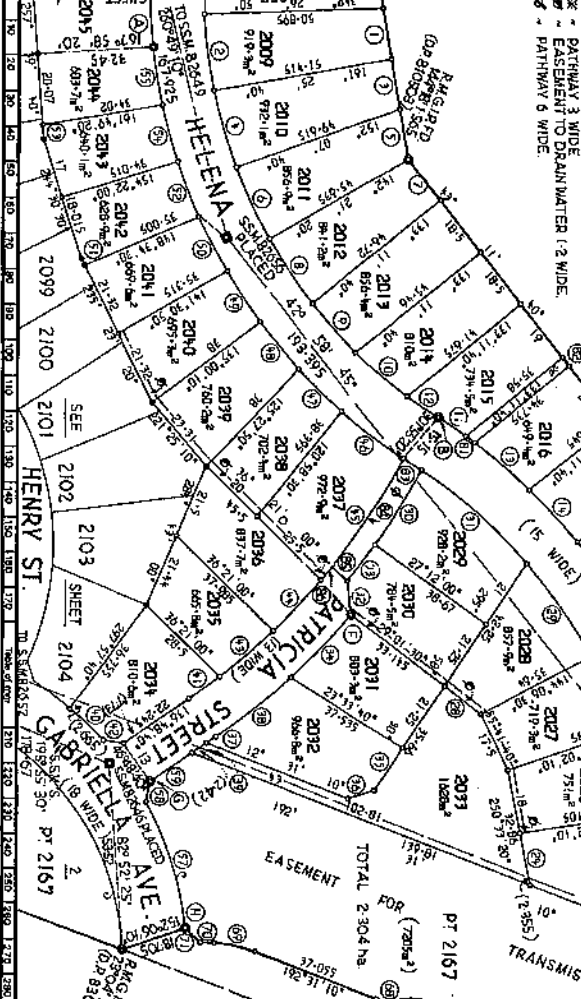
SCHEDULE OF CURVED & SHORT BOUNDARIES

| NO. | BEARING | CHORD | ARC | RADIUS | NO. | BEARING | CHORD | ARC | RADIUS |
|-----|------------|---------|---------|--------|-----|------------|---------|---------|---------|
| 1 | 72°10'20" | 11-38.5 | 21-5 | 140 | 29 | 47°06'20" | 11-59.5 | 72 | 145 |
| 2 | 235°19'00" | 21-48 | 21-5 | 140 | 30 | 295°51'20" | 24-89.5 | 72 | 145 |
| 3 | 72°10'20" | 11-38.5 | 21-5 | 140 | 31 | 32°02'50" | 39-87.5 | 72 | 145 |
| 4 | 245°38'40" | 22-47.5 | 22-5 | 140 | 32 | 325°28'20" | 9-85.5 | 13 | 206 |
| 5 | 72°10'20" | 11-38.5 | 21-5 | 140 | 33 | 309°08'20" | 1-85.5 | 219 | 219 |
| 6 | 236°12'20" | 21-87.5 | 22 | 140 | 34 | 300°08'20" | 24-89.5 | 72 | 145 |
| 7 | 49°11'40" | 14-5 | 14-5 | 72 | 35 | 110°58'20" | 14-1 | 62 | 62 |
| 8 | 227°7'00" | 21-82.5 | 21-82.5 | 140 | 36 | 151°14'40" | 7-85 | 65 | 65 |
| 9 | 219°17'20" | 18-59.5 | 18-59.5 | 140 | 37 | 316°48'40" | 3-82 | 64 | 64 |
| 10 | 215°38'00" | 18-88.5 | 18-88.5 | 140 | 38 | 313°08'10" | 27-195 | 27-195 | 27-195 |
| 11 | 205°16'40" | 9-84.5 | 9-84.5 | 140 | 39 | 318°48'10" | 1-84 | 66 | 66 |
| 12 | 205°37'20" | 10-47.5 | 10-47.5 | 140 | 40 | 215°29'40" | 12-79.5 | 12-79.5 | 12-79.5 |
| 13 | 211°39'00" | 19-89.5 | 19-89.5 | 140 | 41 | 153°11'20" | 10-66 | 10-66 | 10-66 |
| 14 | 218°53'20" | 20-125 | 20-125 | 140 | 42 | 179°11'20" | 5-8 | 69 | 69 |
| 15 | 228°03'20" | 19-89.5 | 19-89.5 | 140 | 43 | 180°51'20" | 10-99 | 10-99 | 10-99 |
| 16 | 237°02'20" | 18-99 | 19 | 140 | 44 | 183°09'20" | 10-99 | 10-99 | 10-99 |
| 17 | 49°11'40" | 12 | 12 | 72 | 45 | 116°17'00" | 4-92.5 | 72 | 72 |
| 18 | 67°18'40" | 12 | 12 | 72 | 46 | 28°22'10" | 21-98 | 21-98 | 21-98 |
| 19 | 249°33'20" | 17-44 | 17-44 | 140 | 47 | 39°34'20" | 11-51 | 64 | 64 |
| 20 | 245°38'40" | 17-96 | 17-96 | 140 | 48 | 11°51'40" | 16-99 | 17 | 17 |
| 21 | 251°57'20" | 16-99 | 17 | 140 | 49 | 18°08'40" | 16-99 | 17 | 17 |
| 22 | 258°02'20" | 16-99 | 17 | 140 | 50 | 51°25'40" | 16-99 | 17 | 17 |
| 23 | 263°32'20" | 14-15 | 14-16 | 140 | 51 | 335°29'20" | 16-99 | 17 | 17 |
| 24 | 267°32'20" | 14-86 | 14-86 | 140 | 52 | 40°37'10" | 16-99 | 17 | 17 |
| 25 | 278°32'10" | 39-42.5 | 39-5 | 145 | 53 | 237°39'40" | 16-99 | 17 | 17 |
| 26 | 67°15'30" | 23-97.5 | 23 | 145 | 54 | 66°43'10" | 16-99 | 17 | 17 |
| 27 | 57°58'20" | 22-98 | 23 | 145 | 55 | 72°49'10" | 16-99 | 17 | 17 |
| 28 | 29°01'30" | 13 | 13 | 56 | 56 | 24°08'20" | 4-81.5 | 3 | 3 |

SURVEY REACTION REGULATION 1980 CLAUSE 2(2)

| MARK | EXISTING | 1 & 2 OF ORDINANCES | ZONE | ACC. |
|---------------------|------------|---------------------|------|------|
| LIVERMORE RES. T.S. | 284793.249 | 1248775.180 | 501 | 2 |
| CEDIL HILLS T.S. | 284574.612 | 1248880.444 | 501 | 2 |
| CUMBERLAND T.S. | 284023.027 | 1247073.163 | 501 | 2 |
| LIVERMORE RES. T.S. | 284023.027 | 1247073.163 | 501 | 2 |
| CUMBERLAND T.S. | 284023.027 | 1247073.163 | 501 | 2 |

SOURCE: I.S.G. DE ORDINANCES ADOPTED FROM N.S.M. LANDS DEPARTMENT AT NORTHERN 1982.



SCHEDULE OF PERMANENT MARKS

| A | NO. | BEARING | DISTANCE | MARK |
|---|-----|------------|----------|-----------------|
| A | 1 | 155°58'30" | 4-61 | EXPOSED PWD/H4W |
| B | 2 | 301°55'20" | 4-36 | EXPOSED PWD/H4W |
| C | 3 | 328°01'10" | 4-4 | EXPOSED PWD/H4W |
| D | 4 | 4°10'54" | 4-4 | EXPOSED PWD/H4W |
| E | 5 | 558°09'20" | 4-4 | EXPOSED PWD/H4W |
| F | 6 | 46°29'50" | 7-75 | EXPOSED PWD/H4W |
| G | 7 | 39°50'00" | 2-57.5 | EXPOSED PWD/H4W |
| H | 8 | 37°21'50" | 3-91 | EXPOSED PWD/H4W |
| I | 9 | 32°21'50" | 9-28.5 | EXPOSED PWD/H4W |
| J | 10 | 75°51'00" | 6-97.4 | EXPOSED PWD/H4W |

SCHEDULE OF CURVED & SHORT BOUNDARIES

| NO. | BEARING | CHORD | ARC | RADIUS |
|-----|------------|-------|-----|--------|
| 84 | 295°56'15" | 37-23 | 285 | 200 |
| 85 | 210°57'00" | 6 | 285 | 200 |
| 86 | 121°59'10" | 6 | 285 | 200 |

PANEL FOR USE ONLY for statements of information to dedicate public roads or to create public reserves, drainage reserves, easements, or restrictions on the use of land or public easements.

PURSUANT TO SECTION 898 OF THE CONSTITUTION AND SECTION 10646 OF THE GOVERNMENT CODE, THIS INTENDED TO BE A SUBDIVISION OF THE LAND AND HOUSING CORPORATION AND I HEREBY DECLARE THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION.

DP 835741

Requestor: **CECIL HILLS SUBDIVISION**

Location: **CUMBERLAND**

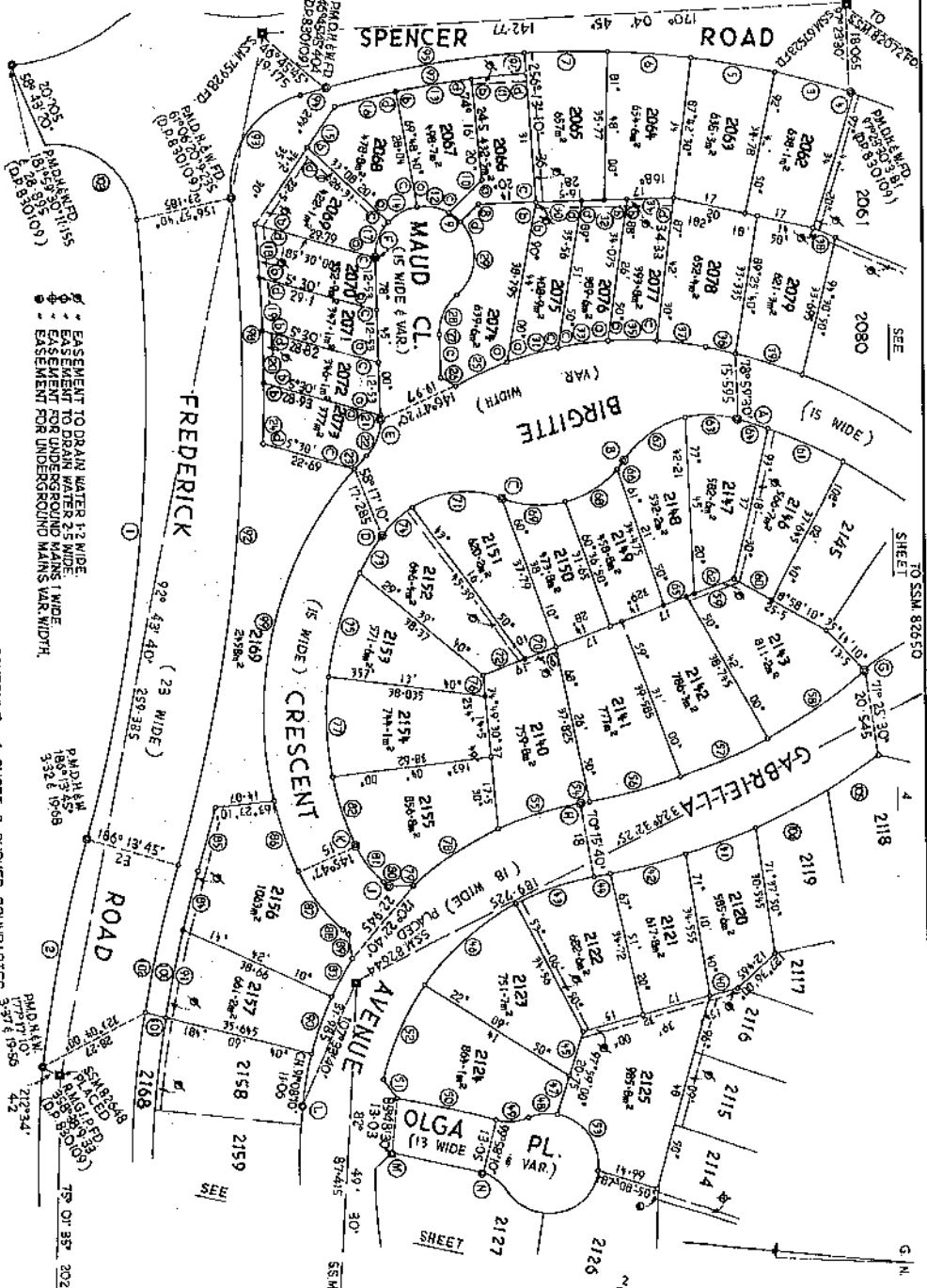
Plan of Subdivision of **LOT 2166**

D.P. 833566

LAN VINCENT AVERS
 WHITE PROFESSIONAL ENGINEERING
 1000 RIVERVIEW DRIVE, SUITE 200
 LIVERMORE, CA 94550

REQUIREMENTS FOR THE LOCAL GOVERNMENT ACT, 1979 (LOCAL GOVERNMENT ACT) AND THE STATE OF CALIFORNIA HOUSING ACT, 1976 (HOUSING ACT) ARE SET FORTH IN THE ATTACHED SCHEDULES OF CURVED AND SHORT BOUNDARIES AND PERMANENT MARKS.

REQUIREMENTS FOR THE LOCAL GOVERNMENT ACT, 1979 (LOCAL GOVERNMENT ACT) AND THE STATE OF CALIFORNIA HOUSING ACT, 1976 (HOUSING ACT) ARE SET FORTH IN THE ATTACHED SCHEDULES OF CURVED AND SHORT BOUNDARIES AND PERMANENT MARKS.



SCHEDULE OF SHORT & CURVED BOUNDARIES

| NO. | BEARING | ARC | RADIUS | NO. | BEARING | ARC | RADIUS | NO. | BEARING | ARC | RADIUS | NO. | BEARING | ARC | RADIUS |
|-----|------------|---------|--------|-----|------------|--------|--------|-----|------------|--------|--------|-----|-----------|--------|--------|
| 1 | 85°18'30" | 148.545 | 792 | 22 | 101°25'40" | 9-55 | 9-5 | 12 | 331°21'40" | 19-92 | 20 | 1 | 7°23'10" | 7-71 | 77 |
| 2 | 91°52'30" | 55-82 | 398 | 23 | 128°43'50" | 4-315 | 4-15 | 40 | 397°34'50" | 1-98 | 65 | 2 | 2-8 | 2-8 | 88 |
| 3 | 4°59'00" | 19-285 | 200 | 24 | 261°04'30" | 14-455 | 14-55 | 40 | 97°59'00" | 3-98 | 63 | 3 | 43°04'50" | 17-99 | 87 |
| 4 | 7°30'20" | 7-33 | 200 | 25 | 157°59'20" | 13-885 | 13-88 | 50 | 97°59'00" | 6-375 | 62 | 4 | 30°22'40" | 5-975 | 80 |
| 5 | 359°46'10" | 19-495 | 200 | 26 | 97°59'00" | 13-885 | 13-88 | 50 | 97°59'00" | 29-73 | 62 | 5 | 14°37'50" | 1-775 | 88 |
| 6 | 354°28'50" | 20-495 | 200 | 27 | 268°45'30" | 10-305 | 10-30 | 48 | 164°09'10" | 6-085 | 62 | 6 | 18°17'50" | 15-16 | 91 |
| 7 | 344°13'20" | 19-495 | 200 | 28 | 268°45'30" | 10-305 | 10-30 | 48 | 164°09'10" | 7-095 | 62 | 7 | 15°16 | 15-16 | 91 |
| 8 | 126°40'00" | 6-145 | 20 | 29 | 268°45'30" | 10-305 | 10-30 | 48 | 164°09'10" | 24-795 | 62 | 8 | 11-16 | 11-16 | 91 |
| 9 | 208°11'20" | 3-455 | 12 | 30 | 268°45'30" | 10-305 | 10-30 | 48 | 164°09'10" | 24-795 | 62 | 9 | 22-195 | 22-195 | 92 |
| 10 | 126°40'00" | 11-28 | 12 | 31 | 154°27'20" | 12-99 | 12-6 | 90 | 268°45'30" | 24-795 | 62 | 10 | 10-495 | 10-495 | 95 |
| 11 | 160°34'40" | 13-5 | 215 | 32 | 154°27'20" | 12-99 | 12-6 | 90 | 268°45'30" | 24-795 | 62 | 11 | 10-495 | 10-495 | 95 |
| 12 | 160°34'40" | 7-885 | 215 | 33 | 148°21'00" | 11-15 | 11-19 | 90 | 268°45'30" | 24-795 | 62 | 12 | 10-495 | 10-495 | 95 |
| 13 | 340°32'20" | 18-895 | 215 | 34 | 148°21'00" | 11-15 | 11-19 | 90 | 268°45'30" | 24-795 | 62 | 13 | 10-495 | 10-495 | 95 |
| 14 | 142°24'50" | 7-885 | 215 | 35 | 170°01'30" | 11-9 | 11-985 | 90 | 146°14'30" | 22-975 | 62 | 14 | 10-495 | 10-495 | 95 |
| 15 | 142°24'50" | 11-7 | 215 | 36 | 170°01'30" | 11-9 | 11-985 | 90 | 146°14'30" | 22-975 | 62 | 15 | 10-495 | 10-495 | 95 |
| 16 | 340°32'20" | 14-995 | 215 | 37 | 177°37'30" | 7 | 7 | 90 | 146°14'30" | 22-975 | 62 | 16 | 10-495 | 10-495 | 95 |
| 17 | 340°32'20" | 14-995 | 215 | 38 | 177°37'30" | 7 | 7 | 90 | 146°14'30" | 22-975 | 62 | 17 | 10-495 | 10-495 | 95 |
| 18 | 101°01'50" | 9-1 | 12 | 39 | 12°47'50" | 6 | 6 | 90 | 146°14'30" | 22-975 | 62 | 18 | 10-495 | 10-495 | 95 |
| 19 | 255°47'40" | 12-745 | 120 | 40 | 154°39'00" | 7-085 | 7-085 | 17 | 149°28'10" | 12 | 12 | 19 | 10-495 | 10-495 | 95 |
| 20 | 259°14'10" | 12-615 | 120 | 41 | 154°39'00" | 7-085 | 7-085 | 17 | 149°28'10" | 12 | 12 | 20 | 10-495 | 10-495 | 95 |
| 21 | 259°14'10" | 12-5 | 120 | 42 | 329°21'10" | 17-899 | 17-899 | 18 | 149°28'10" | 12 | 12 | 21 | 10-495 | 10-495 | 95 |

SCHEDULE OF PERMANENT MARKS

| NO. | BEARING | DISTANCE | MARK |
|-----|--------------|----------------|------------|
| A | 78°59'30" | 4-57 & 10-835 | P.M.D.H.M. |
| B | 49°44'15" | 4-77 & 28-11 | P.M.D.H.M. |
| C | 57°54'00" | 5-725 & 20-405 | P.M.D.H.M. |
| D | 58°17'10" | 5-11 & 47-655 | P.M.D.H.M. |
| E | 146°44'20" | 6-43 & 12-515 | P.M.D.H.M. |
| F | 168°45'00" | 3-41 & 20-445 | P.M.D.H.M. |
| G | 25°12'25'30" | 5-065 & 15-215 | P.M.D.H.M. |
| H | 300°22'40" | 4-39 & 18-0 | P.M.D.H.M. |
| I | 325°47'00" | 4-435 & 10-475 | P.M.D.H.M. |
| J | 20°19'30'40" | 4-435 & 14-773 | P.M.D.H.M. |
| K | 20°19'30'40" | 8-3 | P.M.D.H.M. |
| L | 85°48'30" | 9-84 | P.M.D.H.M. |
| M | 21°30'40" | 9-84 | P.M.D.H.M. |
| N | 153°20'00" | 17-095 | P.M.D.H.M. |

DP 835741

Registered: [Signature]

Date of Dec: 1994

Surveyor: [Signature]

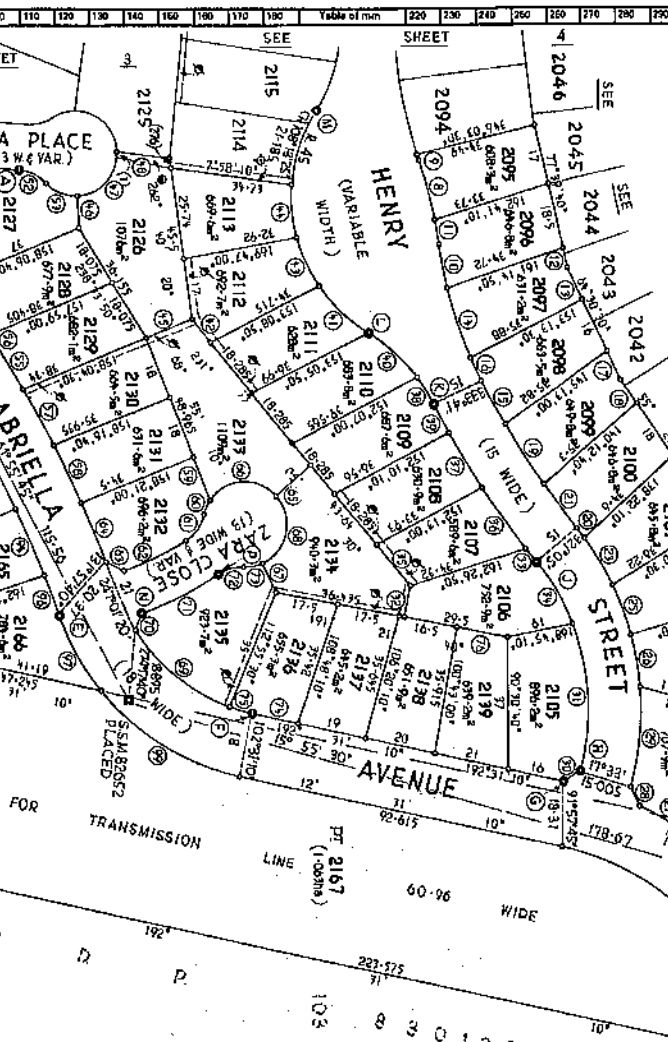
Checked: [Signature]

Plan Drawing only to appear in this space
 SURVEYOR'S RESIDENCE: 505721/S/2

PLAN FORM 3
 To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION
 OFFICE USE ONLY
 DP 835741
 Registered: 1-1-1994
 This plan is the property of the City of Vancouver and is loaned to you for your use only.
 It is not to be used for any other purpose.
 Surveyor's Reference: 565726/17
 Revision Date: 1000

SCHEDULE OF PERMANENT MARKS

| NO | BEARING | DISTANCE | MARK |
|----|------------|----------------|---------------|
| A | 89°58'10" | 8.34 | P.M.D.H. & W. |
| B | 153°20'00" | 8.3 | P.M.D.H. & W. |
| C | 27°30'00" | 0.84 | P.M.D.H. & W. |
| D | 201°30'00" | 15.42 & 14.73 | P.M.D.H. & W. |
| E | 178°35' | 5.52 & 15.795 | P.M.D.H. & W. |
| F | 282°31'10" | 4.91 & 12.985 | P.M.D.H. & W. |
| G | 277°57'45" | 5.02 & 18.33 | P.M.D.H. & W. |
| H | 141°05' | 4.315 & 10.55 | P.M.D.H. & W. |
| I | 153°34' | 4.44 & 10.552 | P.M.D.H. & W. |
| J | 150°5'35" | 4.995 & 11.035 | P.M.D.H. & W. |
| K | 202°30' | 4.885 & 10.79 | P.M.D.H. & W. |
| L | 358°35' | 7.85 & 18.39 | P.M.D.H. & W. |
| M | 69°01'35" | 4.68 | P.M.D.H. & W. |
| N | 57°30' | | P.M.D.H. & W. |
| O | 129°13' | 15.22 | P.M.D.H. & W. |



SCHEDULE OF CURVED & SHORT BOUNDARIES

| NO | BEARING | CHORD | RADIUS | ARC | RADIUS |
|----|------------|--------|--------|--------|--------|
| 1 | 77°17'00" | 67.795 | 67.795 | 67.795 | 67.795 |
| 2 | 66°38'50" | 12.61 | 12.61 | 12.61 | 12.61 |
| 3 | 90°46'30" | 77.12 | 77.12 | 77.12 | 77.12 |
| 4 | 308°12'10" | 10.185 | 10.185 | 10.185 | 10.185 |
| 5 | 44°18' | 44.185 | 44.185 | 44.185 | 44.185 |
| 6 | 271°36'00" | 80.785 | 80.785 | 80.785 | 80.785 |
| 7 | 230°57'40" | 10.905 | 10.905 | 10.905 | 10.905 |
| 8 | 252°21'00" | 17.285 | 17.285 | 17.285 | 17.285 |
| 9 | 251°38'10" | 1.695 | 1.695 | 1.695 | 1.695 |
| 10 | 239°30'30" | 12.5 | 12.5 | 12.5 | 12.5 |
| 11 | 201°09'30" | 6.98 | 6.98 | 6.98 | 6.98 |
| 12 | 77°39'30" | 5.57 | 5.57 | 5.57 | 5.57 |
| 13 | 84°30'30" | 10 | 10 | 10 | 10 |
| 14 | 251°57'30" | 20.5 | 20.5 | 20.5 | 20.5 |
| 15 | 241°55'30" | 19.9 | 19.9 | 19.9 | 19.9 |
| 16 | 241°55'30" | 7.075 | 7.075 | 7.075 | 7.075 |
| 17 | 241°55'30" | 9.415 | 9.415 | 9.415 | 9.415 |
| 18 | 55°23'30" | 18.995 | 18.995 | 18.995 | 18.995 |
| 19 | 55°23'30" | 3.5 | 3.5 | 3.5 | 3.5 |
| 20 | 232°30'30" | 15.56 | 15.56 | 15.56 | 15.56 |
| 21 | 231°04'30" | 15.435 | 15.435 | 15.435 | 15.435 |
| 22 | 104°43'00" | 14.98 | 14.98 | 14.98 | 14.98 |
| 23 | 230°03'50" | 14.98 | 14.98 | 14.98 | 14.98 |
| 24 | 200°48'20" | 12.64 | 12.64 | 12.64 | 12.64 |
| 25 | 208°33'20" | 5.95 | 5.95 | 5.95 | 5.95 |
| 26 | 205°21'50" | 27.66 | 27.66 | 27.66 | 27.66 |
| 27 | 226°15'10" | 5.91 | 5.91 | 5.91 | 5.91 |
| 28 | 190°11'00" | 14.275 | 14.275 | 14.275 | 14.275 |
| 29 | 101°21'40" | 4.75 | 4.75 | 4.75 | 4.75 |
| 30 | 60°03'00" | 20.345 | 20.345 | 20.345 | 20.345 |
| 31 | 60°03'00" | 15 | 15 | 15 | 15 |
| 32 | 231°06'30" | 20.995 | 20.995 | 20.995 | 20.995 |
| 33 | 54°43'30" | 17.995 | 17.995 | 17.995 | 17.995 |
| 34 | 50°31'30" | 8.99 | 8.99 | 8.99 | 8.99 |
| 35 | 65°57'40" | 14.99 | 14.99 | 14.99 | 14.99 |
| 36 | 85°03'30" | 15 | 15 | 15 | 15 |
| 37 | 180°14'40" | 9 | 9 | 9 | 9 |
| 38 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 39 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 40 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 41 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 42 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 43 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 44 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 45 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 46 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 47 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 48 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 49 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 50 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 51 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 52 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 53 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |
| 54 | 102°47'50" | 18.355 | 18.355 | 18.355 | 18.355 |

Plan Drawing only to appear in this space

EASEMENT TO DRAIN WATER 1.2 WIDE
 EASEMENT FOR UNDERGROUND MAINS 1 WIDE
 EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE

Revision Date: 1000

Surveyor's Reference: 565726/17

Registered: 1-1-1994

This plan is the property of the City of Vancouver and is loaned to you for your use only. It is not to be used for any other purpose.

Surveyor's Reference: 565726/17

Revision Date: 1000

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919

(LENGTHS ARE IN METRES)

PLAN DP 835741

Plan of Subdivision of Lot 2186 D.P. 833566

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVE-MENTIONED PLAN

SCHEDULE OF LOTS ETC. AFFECTED

PART 1

Easement to Drain Water 1.2 wide

Lots burdened

Lots, name of road or Authority benefited

| | |
|----------|-------------------------------------------|
| Lot 2026 | Lot 2025 |
| Lot 2027 | Lot 2025 & 2026 |
| Lot 2028 | Lots 2025 to 2027 inclusive |
| Lot 2030 | Lots 2025 to 2028 inclusive |
| Lot 2037 | Lots 2038 to 2041 inclusive |
| Lot 2038 | Lots 2039 to 2041 inclusive |
| Lot 2039 | Lots 2040 & 2041 |
| Lot 2040 | Lot 2041 |
| Lot 2061 | Lots 2079 to 2087 inclusive |
| Lot 2065 | Lots 2066, 2067, & 2074 to 2078 inclusive |
| Lot 2066 | Lots 2067 |
| Lot 2069 | Lots 2070 to 2073 inclusive |
| Lot 2070 | Lots 2071 to 2073 inclusive |
| Lot 2071 | Lots 2072 & 2073 |
| Lot 2072 | Lot 2073 |
| Lot 2075 | Lots 2074 & 2078 to 2079 inclusive |
| Lot 2076 | Lots 2077 & 2078 |
| Lot 2077 | Lot 2079 |
| Lot 2079 | Lots 2080 to 2087 inclusive |
| Lot 2080 | Lots 2081 to 2087 inclusive |
| Lot 2081 | Lots 2082 to 2087 inclusive |
| Lot 2082 | Lots 2083 to 2087 inclusive |
| Lot 2083 | Lots 2084 to 2087 inclusive |
| Lot 2094 | Lots 2085 to 2087 inclusive |
| Lot 2095 | Lots 2086 & 2087 |

Sheet 1 of 10 Sheets

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919

(LENGTHS ARE IN METRES)

PLAN DP 835741

Plan of Subdivision of Lot 2186 D.P. 833566

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

| | |
|----------|------------------------------------------|
| Lot 2086 | Lot 2087 |
| Lot 2107 | Lots 2108 & 2109 |
| Lot 2108 | Lot 2109 |
| Lot 2111 | Lot 2110 |
| Lot 2112 | Lots 2110, 2111 & 2113 |
| Lot 2115 | Lot 2114 |
| Lot 2116 | Lots 2114, 2115 & 2117 |
| Lot 2122 | Lots 2114 to 2117 inclusive |
| Lot 2125 | and Lot 2125 |
| Lot 2130 | Lots 2114 to 2117 inclusive |
| Lot 2133 | Lots 2110 to 2113 inclusive and Lot 2126 |
| Lot 2134 | Lots 2108 to 2109 inclusive |
| Lot 2135 | Lot 2134 & Lots 2108 to 2109 inclusive |
| Lot 2140 | Lot 2141 |
| Lot 2143 | Lot 2142 |
| Lot 2146 | Lots 2142 & 2143 |
| Lot 2152 | Lots 2140 & 2141 |
| Lot 2156 | Lots 2157 to 2159 inclusive |
| Lot 2158 | Lots 2158 & 2159 |
| Lot 2161 | Lot 2159 |
| Lot 2162 | Lots 2160 & 2161 |
| Lot 2163 | Lots 2160 to 2162 inclusive |
| Lot 2164 | Lots 2160 to 2163 inclusive |
| Lot 2165 | Lots 2160 to 2164 inclusive |
| Lot 2186 | Lots 2180 to 2185 inclusive |

Sheet 2 of 10 Sheets

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

(LENGTHS ARE IN METRES)

PLAN DP 835711

Plan of Subdivision of Lot 2166 D.P. 833566

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

2. IDENTITY OF EASEMENT OR RESTRICTION REFERRED TO IN ABOVE-MENTIONED PLAN

Easement to Drain Water 2.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened Lots, name of road or Authority benefited

Lot 2068 Lot 2068 and Liverpool City Council

3. IDENTITY OF EASEMENT OR RESTRICTION REFERRED TO IN ABOVE-MENTIONED PLAN

Easement for Electricity Purposes 2.75 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened Lots, name of road or Authority benefited

lots 2002 & 2158 Prospect Electricity

4. IDENTITY OF EASEMENT OR RESTRICTION REFERRED TO IN ABOVE-MENTIONED PLAN

Easement for underground mains 1 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened Lots, name of road or Authority benefited

lots 2114, 2159 & 2169 Prospect Electricity

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

(LENGTHS ARE IN METRES)

PLAN DP 835711

Plan of Subdivision of Lot 2166 D.P. 833566

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

5. IDENTITY OF EASEMENT OR RESTRICTION REFERRED TO IN ABOVE-MENTIONED PLAN

Easement for underground mains variable width

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened Lots, name of road or Authority benefited

Lot 2128 Prospect Electricity

6. IDENTITY OF EASEMENT OR RESTRICTION REFERRED TO IN ABOVE-MENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

lots burdened Lots, name of road or Authority benefited

Each lot except lots 2167, 2168 & 2169 Every other lot except lots 2167, 2168 & 2169

7. IDENTITY OF EASEMENT OR RESTRICTION REFERRED TO IN ABOVE-MENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

lots burdened Lots, name of road or Authority benefited

Each lot except Lot 2167 Liverpool City Council

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

(LENGTHS ARE IN METRES)

PLAN DP 835711

Plan of Subdivision of Lot 2166 D.P. 833566

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

8. IDENTITY OF EASEMENT OR RESTRICTION EIGHTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

lots burdened lots, name of road or Authority benefited

Lots 2066 to 2077 inclusive Liverpool City Council

9. IDENTITY OF EASEMENT OR RESTRICTION NINTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

lots burdened Lots, name of road or Authority benefited

Lots 2068 to 2073 inclusive & Lots 2156 to 2166 inclusive Liverpool City Council

10. IDENTITY OF EASEMENT OR RESTRICTION TENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

lots burdened Lots, name of road or Authority benefited

Lots 2028, 2029, 2030, 2034, 2041, 2042, 2043 & 2104 Liverpool City Council

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

(LENGTHS ARE IN METRES)

PLAN DP 835711

Plan of Subdivision of Lot 2166 D.P. 833566

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2.75 METER WIDE TENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

PART 2

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by Prospect to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that Prospect and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

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

(LENGTHS ARE IN METRES)

PLAN DP 835741

Plan of Subdivision of Lot 2166 D.P. 833566

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

TERMS OF EASEMENTS FOR UNDERGROUND MAINS FOURTHLY AND FIFTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

An easement for the transmission of electricity with full and free right leave liberty and licence for Prospect and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes for the erection construction and placement of the electricity transmission mains wires cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors, workmen, vehicles, materials, machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the Land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface, under-surface or subsoil thereof without Prospect's permission in writing being first had and obtained PROVIDED that anything permitted by Prospect under the foregoing Covenant shall be executed in all respects in accordance with the foregoing requirements of Prospect and to the reasonable satisfaction of the Engineer of Prospect for the time being.

Sheet 7 of 10 Sheets

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

(LENGTHS ARE IN METRES)

PLAN DP 835741

Plan of Subdivision of Lot 2166 D.P. 833566

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

TERMS OF RESTRICTIONS ON THE USE OF LAND SIXTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

(a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation or its successors without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining land by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

(b) No advertisement hoarding sign or matter shall be erected or displayed on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

TERMS OF RESTRICTIONS ON THE USE OF LAND SEVENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

In accordance with a determination of the Federal Airports Corporation any part of any building or structure including chimneys, vents, T.V. antennae and construction cranes erected on any lot burdened shall not exceed a height of 12.2 metres above the existing natural ground level immediately below such part of any building or structure.

TERMS OF RESTRICTIONS ON THE USE OF LAND EIGHTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

(a) The external wall of a dwelling erected upon any lot burdened shall be constructed on or within 0.15 metres of the boundary within such lot demarcated "a-b" on the above-mentioned plan, provided that the maximum continuous length of the external wall on such boundary shall not exceed 9 metres in length without a step.

Sheet 8 of 10 Sheets

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

(LENGTHS ARE IN METRES)

PLAN DP 835741

Plan of Subdivision of Lot 2166 D.P. 833586

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

(b) Any window constructed in an external wall of a dwelling erected upon any lot burdened which is parallel to the boundary within such lot demarcated "a-b" on the above-mentioned plan, shall be set back at least 0.9 metres from such boundary.

(c) A dwelling erected on any lot burdened shall be set back at least 1.2 metres from the boundary within such lot demarcated "c-d" on the above-mentioned plan and such dwelling shall be set back at least 2.5 metres from the boundary within such lot demarcated "b-d" on the above-mentioned plan.

(d) A courtyard having a minimum area of 30 square metres and a minimum dimension of 4 metres in any direction shall be provided in conjunction with the dwelling erected on any lot burdened, and such courtyard shall be located adjacent to the boundary within such lot demarcated "c-d" on the above-mentioned plan and the living areas within the dwelling shall have a direct orientation and be adjacent to such courtyard.

(e) A fence having a minimum height of 1.8 metres shall be provided on all side and rear boundaries of any lot burdened and such fence shall be erected behind the front building alignment and where the external walls of the dwelling erected upon the land do not coincide with the allotment boundary.

TERMS OF RESTRICTIONS ON THE USE OF LAND MENTIONED TO IN ABOVE-MENTIONED PLAN

No fencing other than that which is constructed of materials approved by the Council of the City of Liverpool shall be erected along the rear or side boundaries of any lot burdened which are common with lots 2168 and 2169 on the above mentioned plan.

TERMS OF RESTRICTIONS ON THE USE OF LAND MENTIONED REFERRED TO IN ABOVE-MENTIONED PLAN

No building shall be erected on any lot burdened unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a practising qualified Engineer to the requirements of the Liverpool City Council.

Sheet 9 of 10 Sheets

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

(LENGTHS ARE IN METRES)

PLAN DP 835741

Plan of Subdivision of Lot 2166 D.P. 833586

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
New South Wales Land and Housing Corporation 1 Fitzwilliam Street Parramatta 2150

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS AND RESTRICTIONS FIRSTLY, SECONDLY, SEVENTHLY, EIGHTHLY, NINTHLY AND TENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

Liverpool City Council

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS THIRDLY, FOURTHLY AND FIFTHLY REFERRED TO IN ABOVE-MENTIONED PLAN

Prospect Electricity

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY TERMS OF RESTRICTIONS SIXTHLY REFERRED TO IN ABOVE-MENTIONED PLAN


The New South Wales Land and Housing Corporation

STATED by me CARL PETER WILSON as)
DELEGATE of the NEW SOUTH WALES LAND)
AND HOUSING CORPORATION who hereby)
declares that he has no notice of the)
revocation of the delegation in the)
presence of)
NEW SOUTH WALES LAND AND)
HOUSING CORPORATION by)
its delegate)

DAVID PAUL TERREY

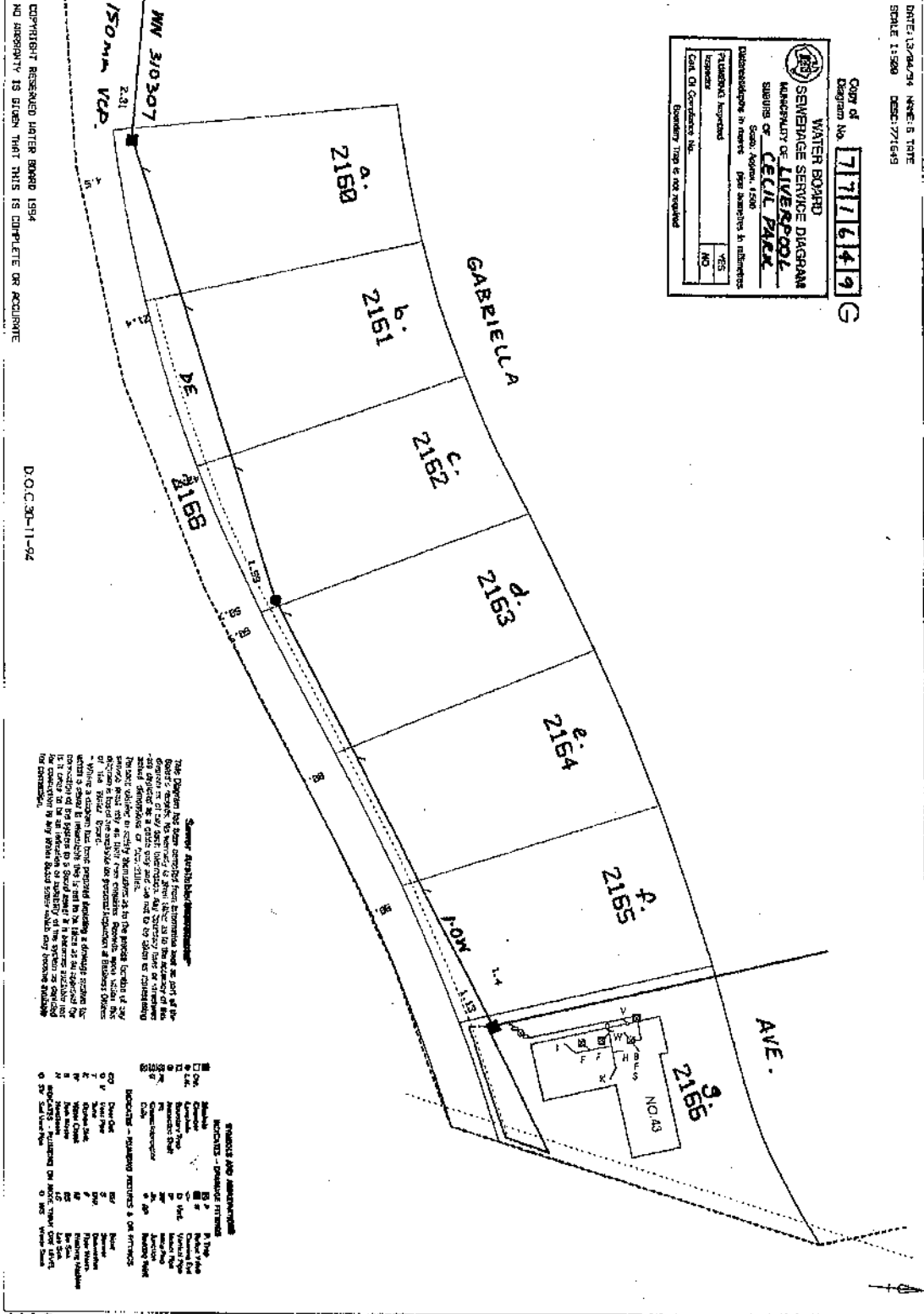
Sheet 10 of 10 Sheets



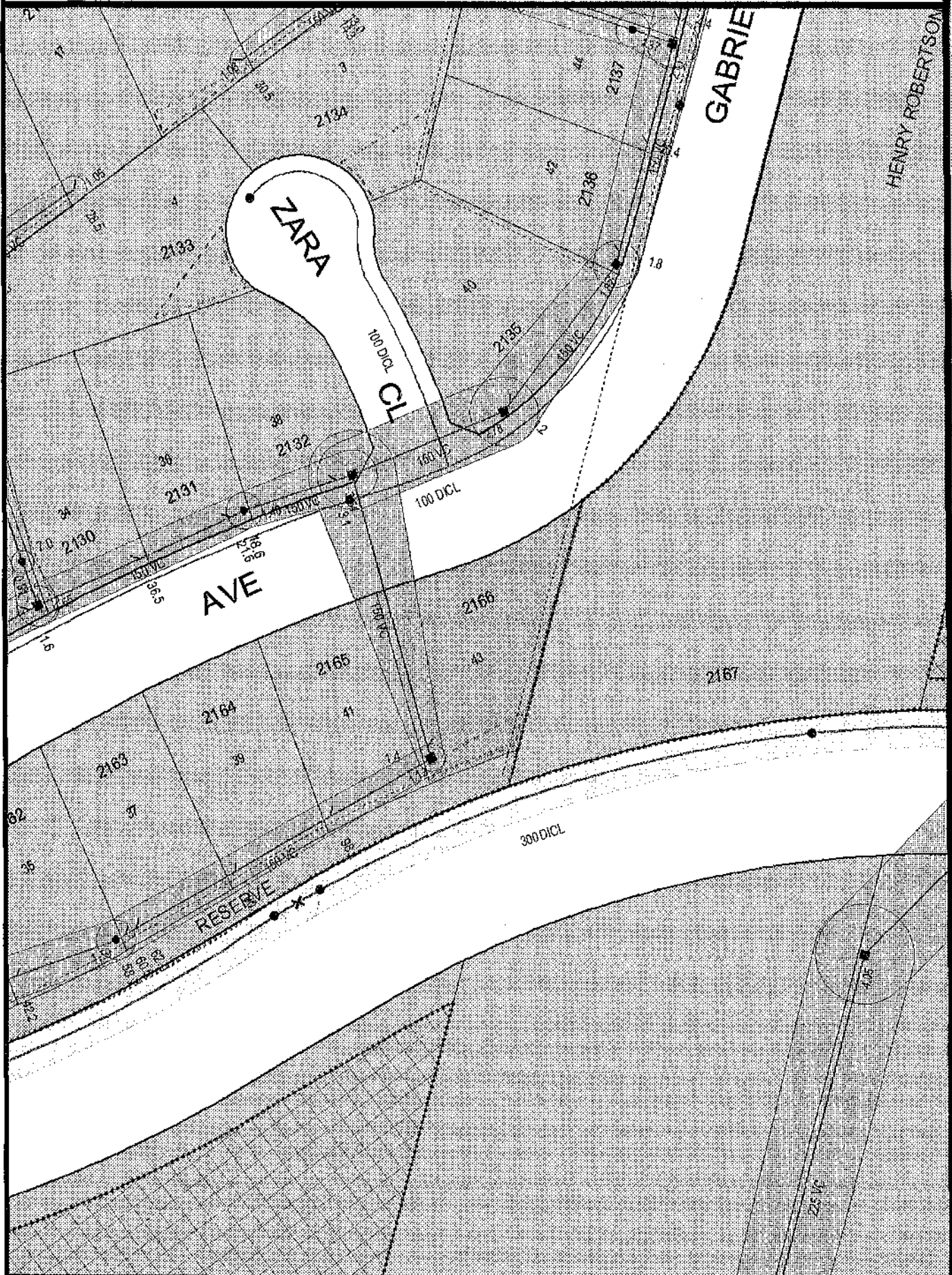

SEWERAGE SERVICE DIAGRAM
 MUNICIPALITY OF **LIVERPOOL**
 SUBURB OF **CECIL PARK**
 Sewer Address: 4500
 Date Issued: 11/15/18
 Prepared by: [Name]
 Checked by: [Name]
 Drawn by: [Name]

Copy of Diagram No. **777649**
 WATER BOARD

DATE: 13/06/18 NRE: S 101E
 SCALE: 1:500 DECC: 271649



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



Disclaimer The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

**PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Ref.: COOK:83382
Ppty: 44616

Cert. No.: 1766

Applicant:
CROSBIE CONVEYANCING
11 DONAHUE CL
PRAIRIEWOOD NSW 2176

Receipt No.: 4391791
Receipt Amt.: 53.00
Date: 11-Oct-2019

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: LOT 2166 DP 835741

Street Address: 43 GABRIELLA AVENUE, CECIL HILLS NSW 2171

Note: Items marked with an asterisk () may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument



1. Names of relevant planning instruments and DCPs

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development

SEPP No. 50 – Canal Estate Development

SEPP No. 55 – Remediation of Land

SEPP No. 62 – Sustainable Aquaculture

SEPP No. 65 – Design Quality of Residential Flat Development

SEPP (Building Sustainability Index: BASIX) 2004

SEPP No. 70 – Affordable Housing (Revised Schemes)

SEPP (Infrastructure) 2007

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (State and Regional Development) 2011

SEPP (Education Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP No 19 – Bushland in Urban Areas

SEPP No 21 – Caravan Parks

SEPP No 30 – Intensive Agriculture

SEPP No 44 – Koala Habitat Protection

SEPP No 64 – Advertising and Signage

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

(c) The name of each DCP that applies to the carrying out of development on the land.



Liverpool DCP 2008

2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

(a) Name of zone, and the EPI from which the land zoning information is derived.

R2 Low Density Residential - Liverpool LEP 2008

(b) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

(c) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings

(d) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b) or (c)

(e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

(f) Does the land include or comprise critical habitat?



No

(g) Is the land is in a conservation area (however described):

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

| Code | Extent of the land for which development is permitted: | The reason(s) as to why development is prohibited: |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------|
| Housing Code, Rural Housing Code and Greenfield Housing Code | All | |
| Commercial and Industrial (New Buildings and Additions) Code | All | |
| General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code | All | |



Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

5. Mine subsidence*

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

No



6. Road widening and road realignment

Is the land affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

| Hazard/Risk | Adopted Policy | Does this hazard/risk policy apply to the land? |
|--------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------|
| Landslip hazard | Nil | No |
| Bushfire hazard | Liverpool DCP 2008 | No |
| | Liverpool Growth Centre Precincts DCP* | No |
| | Edmondson Park South DCP 2012 | No |
| | Planning for Bushfire Protection (Rural Fire Services, 2006)* | No |
| | Pleasure Point Bushfire Management Plan | No |
| Tidal inundation | Nil | No |
| Subsidence | Nil | No |
| Acid Sulphate Soils | Liverpool LEP 2008 | No |
| | Liverpool DCP 2008 | No |
| Potentially Contaminated Land | Liverpool DCP 2008 | Yes, see section 10 of Part 1 of the Liverpool DCP 2008 |
| | Liverpool Growth Centre Precincts DCP* | No |
| Potentially Saline Soils | Liverpool DCP 2008 | Yes |
| | Liverpool Growth Centre Precincts DCP* | No |



Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

7A. Flood related development controls information

(a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

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

8. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

9. Contribution Plans

Liverpool Contributions Plan 2009

9A. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

No



10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

13. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*



(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

17. Site compatibility certificates and conditions for affordable rental housing*

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

21. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

22. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

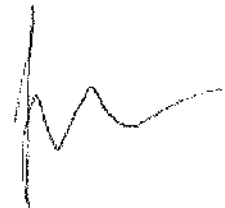
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? *

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



**Kiersten Fishburn
Chief Executive Officer
Liverpool City Council**

For further information, please contact
CALL CENTRE – 1300 36 2170

