

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		phone fax ref
co-agent	Not Applicable	phone fax ref
vendor	CROWNLAND CAMDEN VALLEY WAY PTY LTD (ACN 164 981 190) (ABN 98 876 237 774) Suite 301, Level 3, 95 Pitt Street, Sydney NSW 2000	
vendor's solicitor	MACPHERSON KELLEY Level 21, 20 Bond Street, Sydney NSW 2000 DX 59 Sydney email: brooke.glastonbury@mk.com.au	phone +61 2 8298 9533 fax +61 2 8298 9599 ref BXG:291724
date for completion	See Special Condition 37 (clause 15)	
land (address, plan details and title reference)	LOT , 1342 CAMDEN VALLEY WAY, LEPPINGTON NSW 2179 Lot in an unregistered plan which is part of Lot 1 in Deposited Plan 1231551 Folio Identifier 1/231551 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's				
<input type="checkbox"/> solicitor				phone
<input type="checkbox"/> conveyancer				fax
				ref
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30) PEXA

Electronic transaction (clause 30) ☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9) ☐ 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 **GSTRW 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.

GSTRW payment (GST 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name: **Crownland Camden Valley Way Pty Ltd**

Supplier's ABN: **98 876 237 774**

Supplier's GST branch number (if applicable):

Supplier's business address: **Suite 301, Level 3, 95 Pitt Street, Sydney NSW 2000**

Supplier's email address: info@crownland.com.au

Supplier's phone number: **(02) 8259 8080**

Supplier's proportion of **GSTRW payment**: **7% of the purchase price**

Amount purchaser must pay – price multiplied by the **GSTRW 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

<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 checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" 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 (Environmental Planning and Assessment Act 1979)</p> <p><input checked="" 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 sewerage 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 checked="" type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input checked="" 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 disclosure statement - off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 58 Other:</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.

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. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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,
 - (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:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 transfer 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. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being 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</i> by a party;
<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>GSTRW 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>GSTRW rate</i>);
<i>GSTRW 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>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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • 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 party, the party's <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<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 22 of the Swimming Pools Regulation 2018).

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* or by payment by electronic funds transfer 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 serving 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 *Normally*, 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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, 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 a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW 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 *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 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 lodgment fee to the purchaser.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that 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;
 - *FRCGW remittance payable*;
 - *GSTRW 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 \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the parties must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in the 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a party exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by 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 serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on 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 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 materially prejudices 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 to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date 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, in 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 an *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 the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot 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 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 *Lodgment 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*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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 *Lodgment 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
 - 30.13.2 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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 <i>Electronically Tradeable</i> 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 *FRCGW remittance* 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 *FRCGW remittance*.

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.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

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DEFINITION AND INTERPRETATIONS

33.1 In this Contract the following words have the meaning given:

- (a) **"Annexure"** means an annexure to this Contract as listed in the Schedule of Annexures hereto;
- (b) **"Claim"** means and includes any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action and claim for compensation;
- (c) **"Completion Date"** means the due date for completion as specified in special condition 37;
- (d) **"Contract"** means this contract for sale between the Vendor and Purchaser in respect of the Property;
- (e) **"Council"** means Liverpool City Council;
- (f) **"Conveyancing Transaction"** means a transaction carried out in accordance with clause 59;
- (g) **"Covenants"** means the easements, restrictions on the use of land, and covenants which are registered upon the title to the Property including those that may be registered upon registration of the Draft Deposited Plan;
- (h) **"Default Rate"** means 10% per annum;
- (i) **"Deposit"** means an amount equivalent to ten per cent (10%) of the purchase price set out on the front page of this Contract;
- (j) **"Disclosure Statement"** means the disclosure statement required pursuant to section 66Zm of the Conveyancing Act 1919 and annexed to this Contract and marked "D".
- (k) **"Draft Deposited Plan"** means the draft deposited plan of subdivision annexed to this Contract and marked "A";
- (l) **"Development"** means the development to be carried out by the Vendor on the Development Site in accordance with the Development Approval;
- (m) **"Development Approval"** means the Land and Environment Court of NSW approval to DA-533/2017 as varied, modified or replaced from time to time;
- (n) **"Development Site"** means the whole of the land comprised in certificate of title folio identifier 1/1231551;
- (o) **"Development Works"** means subdivision of the Development Site including associated road and drainage construction and demolition of existing structures generally in accordance with the Development Approval;
- (p) **"GST"** means the goods and services tax under the GST Act;
- (q) **"Lots"** means the lots to be created upon completion of the Development Works and registration of the Draft Deposited Plan and **"Lot"** means any one of the Lots;
- (r) **"LRS"** means the NSW Land Registry Services;
- (s) **"President"** means the President or other senior office bearer of the Australian Institute of Architects;

- (t) **"Price"** means the purchase price set out on the front page of this Contract;
- (u) **"Property"** means the Lot the subject of this Contract;
- (v) **"Registration"** means registration of the Draft Deposited Plan with LRS;
- (w) **"Registration Notice"** means a notice served by the Vendor notifying the Purchaser that the Draft Deposited Plan has been registered;
- (x) **"Regulations"** means the *Conveyancing (Sale of Land) Regulations 2017* as amended from time to time;
- (y) **"Relevant Authority"** means any and every governmental, statutory or other authority whose approval must be obtained in respect of the Development Works and the Draft Deposited Plan being lodged for registration with LRS;
- (z) **"Requisitions on Title"** means the requisitions on title annexed to this Contract and marked "B";
- (aa) **"Schedule"** means a schedule to this Contract;
- (bb) **"Services"** means services such as gas, electricity, internet, water, sewerage, draining, and other facilities, supplies or transmissions;
- (cc) **"Sunset Date"** means 31 December 2021 or such other later date as may be extended in accordance with special condition 38 of this Contract;
- (dd) **"Taxable Supply"** has the same meaning as in the GST Act;
- (ee) **"Tax Invoice"** has the same meaning as in the GST Act.

33.2 Amendment of Printed Provisions

The printed provisions of this contract are amended as follows:

- (a) clause 1 "*settlement cheque*" delete the remainder of the clause after the words "*bank*";
- (b) clause 1 "*depositholder*" delete the words "*vendor's agent*" and replace with the words "*vendor's solicitors*";
- (c) clause 1 "*GST Act*" – insert at the end "*as amended from time to time*";
- (d) clause 1 "*Property*" is deleted;
- (e) clause 1 "*work order*" - insert after the word "*order*" the words "*in writing issued by a competent authority*";
- (f) clause 2.9 add the following sentence: "*if the deposit is forfeited to the Vendor all interest accrued on the deposit shall be paid to the Vendor.*";
- (g) clause 3 is deleted;
- (h) clause 5.1 is deleted;
- (i) clause 7.1.1 is deleted;
- (j) clause 7.2.1 to be amended by deleting "*10%*" and substituting with "*1%*";

- (k) clause 8.2 is deleted;
- (l) clause 10 to be amended as follows:
 - (i) clause 10.1, line 1, is replaced with:
"The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of –";
 - (ii) clauses 10.1.8 and 10.1.9 are amended by deleting the word "*substance*" wherever it appears and inserting "*existence*";
 - (iii) clauses 10.1.8, 10.1.9 and 10.3 are amended by deleting the word "*disclosed*" wherever it appears and inserting "*noted*";
 - (iv) Adding the following paragraph:

"10.4 It is hereby agreed that for the purposes of this Contract, including without limitation clause 10.1.8, 10.1.9 and 10.3, the nature of title, the existence of any easement, restriction on use or of anything else shall be sufficiently noted by the annexure to the Contract of copies of the documents creating or referring to or otherwise giving rise to same.";
- (m) Clause 12 is deleted;
- (n) clause 14.4.2 is deleted;
- (o) clause 16.8 is deleted;
- (p) clause 16.11.1 is amended by adding the words "*or the Electronic Workspace*";
- (q) clause 16.12 to be amended by deleting the words "*but the vendor must....mortgagee fee.*";
- (r) clause 17.3 is deleted;
- (s) clause 20.6.5 is amended by adding the following words "*and a delivery report shall be sufficient evidence of the service of such email or fax*";
- (t) clause 23.5.2 to be amended by deleting the words "*but is disclosed in this contract*";
- (u) clauses 23.6.1 and 23.6.2 are deleted;
- (v) clause 23.6.3 to be amended to read "*the purchaser is liable for all contributions levied before and after the contract date*";
- (w) clause 23.7 is deleted;
- (x) clause 23.8 to be amended by deleting the word "*Normally*";
- (y) clause 23.9 is deleted;
- (z) clause 23.13 is deleted;
- (aa) clause 23.14 is amended by deleting the words "*The Purchaser does not....apply to this provision.*";
- (bb) clauses 25-29 are deleted;

- (cc) clause 30.9.2 is deleted; and
- (dd) clause 31.4 is deleted.

33.3 Interpretation

In this Contract unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a person includes a corporation, partnership, joint venture, authority, trust and vice versa;
- (c) reference to any legislation includes any statutory amendment, substitute or subordinate legislation issued under that legislation;
- (d) headings are for reference only and do not affect interpretation;
- (e) a defined expression has a corresponding meaning to another grammatical form of that expression;
- (f) reference to a party to this Contract includes that party's executor, administrators, substitutes, successors and assigns;
- (g) reference to any thing (including any right) includes a part of that thing.

34. PURCHASERS REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

- 34.1 The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as shall arise under any statute or regulation or are expressly provided in this Contract but has otherwise relied entirely upon the Purchaser's own enquiries relating to and the Purchaser's inspection of the Property.
- 34.2 The Purchaser warrants that the Purchaser has obtained appropriate independent advice including legal advice on and is satisfied as to:
 - (a) the Purchaser's rights and obligations under this Contract;
 - (b) the disclosures made by the Vendor and contained in the Disclosure Statement;
 - (c) the nature of the Property and the purposes for which the Property may be lawfully used and occupied;
 - (d) the fitness or suitability for any particular purpose of the Property;
 - (e) any financial return or income derived or to be derived from the Property;
 - (f) the compliance or non-compliance of conditions of consent relating to the Development.
- 34.3 The Purchaser acknowledges that any promotional or marketing material provided to the Purchaser by any person in respect of the sale of the Property or in respect of the Development will not form part of this Contract and the Purchaser will not be entitled to make any Claim, objection, requisition, rescind, terminate or delay completion in respect of any matter arising from such material.

- 34.4 The Purchaser acknowledges that this Contract and the Annexures constitute the entire agreement between the parties.
- 34.5 The Purchaser warrants to the Vendor that it has not been introduced to the Property either directly or indirectly through the services of any agent other than the Vendor's agent named herein and the Purchaser hereby agrees to indemnify the Vendor against any Claim or Claims made by any agent other than the Vendor's agent named on the front page of this Contract against the Vendor in respect of this sale.
- 34.6 The Purchaser warrants to the Vendor that the Purchaser is not a Related Body Corporate of any other purchaser purchasing a Lot in any manner whatsoever from the Vendor in respect of the Development Site. The Purchaser agrees to indemnify the Vendor in respect of any breach by the Purchaser of the warranty contained in this clause 34.6.

35. VENDOR DISCLOSURE

The Vendor makes the following disclosures concerning its proposals for the Development Site:

35.1 Proposed development

- (a) Subject to the terms of this Contract, the Vendor must use reasonable endeavours to cause the Development Works (insofar as it contains the Property) to be constructed in a proper and workmanlike manner and generally in accordance with the Development Approval.
- (b) The Vendor discloses and the Purchaser acknowledges that the Vendor intends that the Development Site be developed and subdivided generally in accordance with the Draft Deposited Plan.

35.2 Disclosure

- (a) The Purchaser acknowledges that the Vendor may at any time seek an amendment to the Development Approval which it considers necessary or desirable, provided that such amendment is not inconsistent with the Vendor's obligations under this Contract.
- (b) Completion of this Contract is subject to and conditional upon:
 - (i) each Relevant Authority giving its approval to the Development (if required) and the Draft Deposited Plan;
 - (ii) completion of the Development Works by the Vendor; and
 - (iii) Registration of the Draft Deposited Plan with the LRS.
- (c) The Vendor shall comply with all conditions the Vendor deems necessary or desirable, or which may be imposed by the Council, and such other Relevant Authorities to enable registration of the Draft Deposited Plan and the Purchaser cannot make a Claim, objection, requisition, rescind or terminate this Contract as a result of any matter which may arise therefrom.

- (d) The Vendor may make variations to the Draft Deposited Plan from time to time which:
 - (i) are required to comply with conditions imposed or to be imposed by the Council or any other Relevant Authority; or
 - (ii) are essential to enable the Draft Deposited Plan to be registered with LRS; or
 - (iii) the Vendor deems necessary or desirable.
- (e) The Vendor discloses and the Purchaser acknowledges the variations the Vendor may make pursuant to special condition 35.2(d) include but are not limited to any one or more of the following:
 - (i) creating additional Lots;
 - (ii) altering the Lot numbers (including the lot number of the Property, or in the total number of Lots or in the configuration of the Lots);
 - (iii) increasing the area or dimensions or both, of the Lots (including the area or dimensions, or both of the Property);
 - (iv) reducing the area or dimensions or both, of the Lots (including the area or dimensions, or both of the Property);
 - (v) varying the Draft Deposited Plan.
- (f) The Purchaser cannot make any objection, requisition or Claim or rescind or terminate or delay completion because there is a variation between the Draft Deposited Plan, annexed to this Contract as at the date of this Contract (other than the printed conditions and these special conditions) and the document that is the corresponding document or registered version of the document as at the Completion Date unless the variation detrimentally affects the Property to a substantial extent.
- (g) If a variation referred to in special condition 35.2(e) detrimentally affects the Property to a substantial extent, the Purchaser may rescind this Contract by notice in writing to the Vendor provided the notice is served within seven (7) days after the date on which the Vendor's solicitors serves on the Purchaser's solicitors notice in writing confirming Registration, time being of the essence. Upon rescission of this Contract pursuant to this special condition 35.2(g), the provisions of clause 19 shall apply.
- (h) The Purchaser acknowledges and agrees the only right or remedy available to the Purchaser in the circumstances set out in special condition 35.2(g) is the right of rescission contained in special condition 35.2(g), and the Vendor shall not be liable to pay to the Purchaser any damages, costs or expenses. If the Purchaser does not exercise the right of the Purchaser to rescind this Contract strictly in accordance with special condition 35.2(g), the Purchaser is deemed to have accepted the variation and this Contract remains binding in all respects as though the right of rescission contained in special condition 35.2(g) had never arisen.
- (i) For the purpose of this special condition 35 a variation to the Property will be considered to be detrimental to a substantial extent if the variation or alteration of the Property on completion results in the area of the Property being reduced by more than 5%.
- (j) Notwithstanding anything else contained herein, the Vendor may provide to the Purchaser at any time prior to the Sunset Date or any extension thereof pursuant to special condition 38, a copy of any amended Draft Deposited Plan required to form part of the Contract.

35.3 No Claims or Requisitions by Purchaser

The Purchaser must not make any Claim, objection, rescind or terminate this Contract as a result of anything done by the Vendor which is disclosed in, arises out of or is contemplated by this clause 35.

36. COVENANTS AND EASEMENTS

- 36.1 The Vendor discloses and the Purchaser acknowledges that, notwithstanding the Draft Deposited Plan, at the date of this Contract there may not have been created all the easements, rights of carriageway, leases, licenses, Covenants, and restrictions on use which may be considered by the Vendor, at the absolute discretion of the Vendor, to be necessary or desirable for the Vendor, or required by the Council or any other Relevant Authority (the "Additional Agreements").
- 36.2 The Vendor may, at any time prior to Registration of the Draft Deposited Plan, serve notice in writing on the Purchaser providing details of or copies of the Additional Agreements.
- 36.3 If the Vendor creates or enters into, amends, grants or transfers any Additional Agreements in favour of or to or with the Council or any other Relevant Authority or such other persons as the Vendor, the Council or any other Relevant Authority may consider desirable or necessary and those Additional Agreements affect the Property, the Purchaser agrees that the Purchaser shall not be entitled to make any objection, requisition or claim for compensation or rescind or terminate or delay completion of this Contract in respect thereof.
- 36.4 This special condition does not merge on completion.

37. COMPLETION

- 37.1 The parties must complete this Contract on the later of:
- (a) Forty-two (42) days after the date of this Contract; and
 - (b) Twenty-one (21) days after the Vendor shall have served upon the Purchaser a written notice confirming Registration.
- 37.2 Completion of this Contract must take place on or before the Completion Date PROVIDED THAT if completion of this Contract shall not have taken place on or before the Completion Date then, either party may issue a notice requiring the other party to complete this Contract within a period of fourteen (14) days of the date of such notice and the party issuing such notice shall be entitled to make the time for completion of this Contract of the essence, by so stipulating in the said notice and both parties acknowledge that the period of fourteen (14) days following the date of issue of any such notice shall be reasonable.
- 37.3 If the Vendor issues a notice pursuant to special condition 37.2, the Purchaser shall pay the sum of \$330.00 to cover legal costs incurred by the Vendor as a consequence of the delay by the Purchaser, being a genuine pre-estimate of additional expenses, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.
- 37.4 If the Purchaser shall not have completed this Contract on or before the Completion Date (other than by reason exclusively of default on the part of the Vendor), then the Purchaser shall pay interest to the Vendor at the Default Rate calculated upon daily rests upon the balance of the Price, computed from the Completion Date until the date of completion, termination or rescission of this Contract, whichever shall first occur.

38. EXTENSION TO SUNSET DATE

- 38.1 If the Vendor has not served notice of Registration on the Purchaser before the Sunset Date or any extension pursuant to Special Condition 38.3, then either the Vendor or the Purchaser may at any time thereafter rescind this Contract by notice in writing to the other party and the provisions of Clause 19 hereof shall apply.
- 38.2 The Purchasers right of rescission pursuant to special condition 38.1 will lapse upon the earlier of the following:
- (a) registration of the Draft Deposited Plan with LRS, and
 - (b) the date which is fourteen (14) days after the Sunset Date.
- 38.3 If at any time the Vendor considers that it may be unable to obtain Registration by the Sunset Date for any reason whatsoever, the Vendor may at any time give to the Purchaser a notice specifying a new Sunset Date. On service of a copy of the notice to the Purchaser, the Sunset Date is deemed to be extended by the period specified in the notice. The notice will be binding on the parties. For the avoidance of doubt, the Vendor may not extend the Sunset Date for a period of more than twelve (12) months in total.

39. ADJUSTMENTS OF RATES AND TAXES

- 39.1 Despite clause 14, on completion the Vendor and Purchaser must adjust the amounts set out in Items 1, 2 and 3 of the Schedule instead of adjusting council rates, water rates and land tax under clause 14 and no regard is to be had to the actual amount of any assessment issued in respect of the Property which would otherwise have been adjusted under clause 14, even if those assessments issue before completion.
- 39.2 The adjustment in accordance with special condition 39.1 shall be on the basis that the amount being adjusted is paid.
- 39.3 The Vendor shall pay any assessment or assessments for the said rates or taxes, which may be issued in respect of the Property for the period current at the Completion Date or any part thereof, when such assessment or assessments are issued. The Purchaser cannot make any Claim, objection or requisition or rescind or terminate or delay completion pending the issue or payment of any such assessment.
- 39.4 This special condition shall not merge on completion of this Contract.

40. PERSONAL GUARANTEE

If the Purchaser is a corporation the Purchaser will procure that all natural persons over the age of eighteen (18) years who are directors or shareholders of the Purchaser under this Contract and the due and punctual payment by the Purchaser of the price and all other moneys payable by the Purchaser to the Vendor under this Contract. Such guarantee shall be in the form annexed to this Contract and marked "C" and must be handed to the Vendor on or before the date of this Contract. Failure by the Purchaser to comply with this clause shall constitute a breach entitling the Vendor to terminate this Contract.

41. FIRB APPROVAL

- 41.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act, 1975* (Cth) requiring the obtaining of consent to this transaction, do not apply to the Purchaser in relation to this Contract.
- 41.2 If the Purchaser breaches this warranty, whether deliberately or unintentionally, the Purchaser shall indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or

legal costs which may be incurred by the Vendor as a consequence of a breach by the Purchaser of the warranty contained in special condition 41.1.

42. SERVICES

- 42.1 The Purchaser acknowledges and agrees that the Vendor has no responsibility for the installation or connection of any Services other than those which the Vendor may be required to provide pursuant to any obligation of the Vendor to any Relevant Authority in accordance with the Development Approval.
- 42.2 The Purchaser shall not be entitled to delay completion of this Contract if any service other than those Services required by any Relevant Authority, have not been installed and/or connected at the Completion Date and the Purchaser shall not be entitled to make any objection, requisition or Claim for compensation in regard thereto.
- 42.3 The Purchaser shall not be entitled to raise any requisition, objection or Claim in respect of the location or proposed location of any Service.

43. TRANSFER

- 43.1 Upon Registration of the Draft Deposited Plan, the Vendor will serve upon the Purchaser a written notice providing details of the title particulars for the Property.
- 43.2 Notwithstanding clause 4, the Purchaser must serve the form of transfer within seven (7) days of the Vendor serving upon the Purchaser the notice referred to in clause 43.1.
- 43.3 In the event that the Purchaser fails to deliver the transfer to the Vendor's solicitors on or before seven (7) days prior to the Completion Date, the Purchaser agrees to pay the Vendor \$165.00 (inclusive of GST) for the cost of arranging execution of the transfer. This amount is to be paid by the Purchaser by way of adjustment at settlement. The Purchaser acknowledges that payment of such sum is an essential term of this Contract.

44. SELLING AND LEASING ACTIVITIES

- 44.1 Both prior to and after completion, the Vendor and persons authorised by the Vendor may:
- (a) conduct selling, leasing and development activities at the Development Site;
 - (b) place and maintain on or about the Development Site (but not the Property after completion) signs in connection with those selling and leasing activities;
 - (c) place and maintain on or about the Development Site (but not the Property after completion) offices and other facilities for sales and leasing people.
- 44.2 The Purchaser must not make any objection, requisition or Claim or rescind or terminate or delay completion with respect to those matters set out in clause 44.1.
- 44.3 This special condition does not merge on Completion of this Contract.

45. CAVEAT

- 45.1 The Purchaser must not lodge a caveat in respect of the title to the Development Site or the Property prior to Registration and this is an essential term of this Contract.
- 45.2 If a caveat lodged by or on behalf of the Purchaser, any assignee of the interests of the Purchaser under this Contract or any person claiming through or under the Purchaser is recorded on the folio for the Development Site or the Property, the Purchaser must complete this Contract notwithstanding that caveat.

46. WARRANTY BY PURCHASER WITH RESPECT TO CREDIT

46.1 The Purchaser warrants to the Vendor that either:

- (a) The Purchaser does not require credit in order to pay for the Property; or
- (b) If the Purchaser requires credit in order to pay for the Property, the Purchaser has already obtained such credit on reasonable terms acceptable to the Purchaser.

46.2 The Purchaser cannot delay completion, terminate or rescind this Contract by reason of credit not being made available to the Purchaser at the Completion Date.

47. INVESTMENT OF DEPOSIT

The Vendor and the Purchaser agree as follows:

47.1 the Deposit is to be invested by the depositholder;

47.2 the Vendor will, on behalf of the Vendor and the Purchaser, advise the depositholder the Deposit is to be invested in accordance with clause 2.9; and

47.3 the interest accrued on the invested Deposit will be paid in accordance with clause 2.9 of this Contract.

47.4 no liability is to be borne by any party to this Contract or their solicitor or agent in respect of the lack of interest earned on the Deposit whether as a result of it having been or having not been invested in accordance with clause 2; and

47.5 notwithstanding the provisions of clause 2.9 hereof, if the Vendor agrees to accept a Deposit which is less than 10% of the Price, the parties agree that all interest earned on the investment of the Deposit shall be for the sole benefit of the Vendor.

48. BANK GUARANTEE

48.1 Subject to special conditions 48.2 and 48.3, the delivery of a Guarantee upon or before the date of this Contract to the depositholder:

- (a) securing an amount no less than 10% of the Price; and
- (b) containing an expiry date no earlier than six (6) months after the Sunset Date; and
- (c) otherwise on terms and conditions acceptable to the Vendor, in its absolute discretion,

shall to the extent of the amount guaranteed under the Guarantee be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.

48.2 The Purchaser shall pay the amount stipulated in the Guarantee to the Vendor by unendorsed bank cheque on the Completion Date or at such other time as may be provided for the Deposit to be accounted for to the Vendor.

48.3 If the Vendor serves on the Purchaser a notice, in writing claiming to forfeit the Deposit, then to the extent that the amount has not already been paid by the guarantor under the Guarantee, the Purchaser shall within two (2) business days of receipt of the notice, pay the Deposit or so much thereof as has not been paid to the depositholder.

- 48.4 The Vendor acknowledges that payment by the guarantor under the Guarantee shall to the extent of the amount paid, be in satisfaction of the obligation of the Purchaser to pay the Deposit under special condition 48.3.
- 48.5 If the Purchaser does not comply with special condition 48.2 or special condition 48.3
- (a) the Purchaser is immediately, without notice, in breach of an essential obligation of this Contract; and
 - (b) the Vendor may demand payment from the guarantor under the Guarantee of the lesser of the amount guaranteed under the Guarantee and:
 - (i) the amount payable by the Purchaser under special condition 48.2; or
 - (ii) the amount payable by the Purchaser under special condition 48.3.
- 48.6 If completion of this Contract has not taken place by the Sunset Date and if this Contract is not rescinded or terminated by either party within fourteen (14) days after the Sunset Date, then within twenty one (21) days after the Sunset Date, the Purchaser must provide the Vendor with a substitute Guarantee in identical terms and conditions to the original Guarantee except that the expiry date of the Guarantee must be no earlier than twelve (12) months after the Sunset Date.
- 48.7 If any substitute Guarantee is not in identical terms and conditions to the original Guarantee (except for the expiry date) and contains terms and conditions which are not acceptable to the Vendor (provided the Vendor is acting reasonably), the Vendor must promptly notify the Purchaser in writing and the Purchaser must, within fourteen (14) days of the date of service of that notice, time being of the essence, either:
- (a) provide the Vendor with a further substitute Guarantee on identical terms and conditions as the original Guarantee (with the exception that the expiry date must be no earlier than twelve (12) months after the Sunset Date) and on terms and conditions stipulated by the Vendor (provided the Vendor is acting reasonably); or
 - (b) pay cash for the required amount.
- 48.8 It is an essential term of this Contract that the Purchaser complies with special conditions 48.6, 48.7 and 48.8. If the Purchaser does not comply with those special conditions, the Vendor may, in the absolute discretion of the Vendor:
- (a) terminate this Contract and call upon the Guarantee forthwith; or
 - (b) treat the non-compliance as a deemed failure to pay the Deposit under clause 2.1.
- 48.9 If a substitute Guarantee is received and approved by the Vendor, then special conditions 48.1 to 48.5 will apply.
- 48.10 The Purchaser warrants that the Purchaser or any Related Body Corporate has not provided a Guarantee in respect of the purchase of any other Lots from the Vendor in the Development. The Purchaser agrees to indemnify the Vendor in respect of any breach by the Purchaser of the warranty contained in this clause 48.10.
- 48.11 For the avoidance of doubt, a Guarantee does not include a letter of credit from a non-Australian bank or a deposit bond from a financial corporation or insurance company or such other institution and the Vendor will not accept any other form of payment of the Deposit other than a cash deposit or Guarantee referred to in this clause.

49. REQUISITIONS

- 49.1 Notwithstanding anything to the contrary contained in this Contract or implied at common law, the Purchaser acknowledges and agrees that the only form of general requisitions on title the Purchaser may make in respect of this Contract and the Property pursuant to clause 5, shall be in the form of the Requisitions on Title annexed to this Contract.
- 49.2 Notwithstanding anything to the contrary contained herein the parties expressly agree that any Claim for compensation by the Purchaser shall be deemed to be an objection or requisition for the purpose of Clause 8.1.

50. CANCELLED OR RE-ARRANGED SETTLEMENT

In the event settlement does not take place at the scheduled time due to the default of the Purchaser or the Purchaser's mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$330.00 (inclusive of GST) on settlement, to recover the legal costs and other expenses incurred as a consequence of the delay.

51. RIGHT OF RESCISSION

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included in this Contract, it is hereby agreed and declared that should the Purchaser prior to completion:

- 51.1 die or become mentally ill then either party may rescind this Contract by notice in writing forwarded to the other party's solicitors named in this Contract and at that time this Contract shall be at an end and the provisions of clause 19 hereof shall apply, or
- 51.2 be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme of arrangement with its creditors under the Corporations Act, 2001 or should any liquidator, receiver or official manager be appointed in respect of the Purchaser then the Purchaser shall be deemed to be in default under this Contract.

52. NO SEPARATE SECTION 10.7 CERTIFICATE

- 52.1 The Purchaser acknowledges that a certificate under Section 10.7 of the *Environmental Planning & Assessment Act* 1979 in respect to the individual Lots of the Draft Strata Plan indicating the zoning of land in relation to the Property is not available from the Council in the ordinary course of administration in terms of Part II of the Regulations.
- 52.2 Notwithstanding any other clause or provision in this Contract to the contrary the Purchaser shall not be entitled to make any objection or requisition, delay completion, rescind or terminate or claim for compensation in relation to zoning which may affect the Property or the wording of the certificate which may differ from those contained in the zoning certificates contained in this Contract.

53. NO SEPARATE DRAINAGE DIAGRAM

- 53.1 The Purchaser acknowledges that a drainage diagram annexed to the Contract is that currently available from Sydney Water. The Purchaser acknowledges that a final diagram from Sydney Water indicating the location of the Sydney Water's sewer main in relation to the Property is not available from Sydney Water in the ordinary course of administration in terms of Part II of the Regulations.

- 53.2 Notwithstanding any other clause or provision in this Contract to the contrary the Purchaser shall not be entitled to make any objection or requisition, delay completion, rescind or terminate or claim for compensation in relation to the position or proposed position or location of the sewer main of Sydney Water as it may affect or pass through the Property, including the requirement of any easement that may need to be granted.

54. DOCUMENTS ATTACHED TO THIS CONTRACT

- 54.1 The Purchaser acknowledges that if, before the Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or of the Vendor's Solicitor or on behalf of the Purchaser or the Purchaser's Solicitor, the person attaching those documents or copies did so as the agent of the Vendor.
- 54.2 Without excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A(2)(b) of the *Conveyancing Act* 1919 and the Regulations, the Vendor does not warrant that the documents or copies of the documents annexed to this Contract are complete or accurate and the Purchaser relies upon its enquiries as to the completeness and accuracy of those documents.

55. CONFIDENTIALITY

- 55.1 The Purchaser agrees with the Vendor to keep the following absolutely confidential other than for a purpose set out in special condition 55.2:
- (a) the entering into of the Contract by the parties;
 - (b) the Price;
 - (c) the terms and conditions of this Contract;
 - (d) the Property to be acquired under this Contract;
 - (e) any information, marketing material or price guides received by the Purchaser in relation to the Property, the Lots and the Development.
- 55.2 The Purchaser may disclose the Confidential Information to a professional legal or accounting adviser for the purpose of obtaining advice on the transaction contemplated by this Contract or any financial institution from which the Purchaser has procured financial assistance to complete this Contract.

56. GST

56.1 Margin Scheme

- (a) Unless expressly stated otherwise:
 - (i) the Price includes GST and the margin scheme is to apply to the sale of the Property; and
 - (ii) all adjustments, other prices or sums payable or consideration to be provided under this Contract are exclusive of GST.
- (b) The parties agree that:
 - (i) the margin scheme is to apply to the sale of the Property;

- (ii) the Purchaser acknowledges that no Tax Invoice is to be provided by the Vendor on completion and the Purchaser will not be entitled to claim an input tax credit in respect of the GST paid by the Vendor; and
- (iii) any GST to be paid by the Vendor will be paid by the Vendor as and when required by the GST Act.

56.2 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to, or the representative member of the GST group that party is a member of (as the case may be), for the loss, cost or expense, and then increased in accordance with this clause 56 if applicable.

56.3 Tax invoice

A party need not pay a GST Amount under or in connection with this Contract until it receives a Tax Invoice for the supply to which the payment relates.

56.4 GST on other supplies

If a party (**Supplier**) makes a supply under or in connection with this Contract (apart from the supply of the Property) on which GST is payable, the consideration payable or to be provided for that supply but for the application of this clause (GST exclusive consideration) is increased by, and subject to the Supplier giving a Tax Invoice to the recipient of the supply (**Recipient**), the Recipient must also pay to the Supplier, an amount equal to the GST payable on the supply.

57. RESALE PRIOR TO COMPLETION

57.1 The Purchaser acknowledges and agrees that if the Purchaser seeks to resell the Property prior to the completion of this Contract then the Purchaser:

- (a) shall be required to engage as agent for the sale of the Property, the agent nominated by the Vendor from time to time or such other agent as the Vendor may approve in writing acting reasonably; and
- (b) shall ensure that no advertisement shall be placed or maintained on the Development Site or the Lots (including the Property) by such agent of the Purchaser.

57.2 The Purchaser must obtain from any proposed purchaser, a covenant in favour of the Vendor binding the proposed purchaser to the provisions contained in this clause 57 and this Contract in general.

57.3 This clause shall not merge on completion of this Contract.

58. TRANSFER OF PROPERTY FROM THE VENDOR TO A NEW VENDOR

58.1 The Purchaser acknowledges that the Vendor may transfer its interest in the Property to third party ("New Vendor") prior to settlement.

58.2 The Vendor must give the Purchaser written notice if it transfers the Property to a New Vendor. In the notice, the Vendor must provide details of the New Vendor.

58.3 The Purchaser and any guarantors each agree:

- (a) to the transfer of the Property to a New Vendor according to this clause 58;
- (b) to the Vendor novating this contract to the New Vendor;
- (c) to accept on settlement a transfer of the Property in registrable form duly executed by the New Vendor (if the Vendor transfers or novates this Contract to the New Vendor according to this clause 58); and
- (d) if the Purchaser has paid the Deposit by Guarantee, to replace the Guarantee with a new Guarantee for the same amount in favour of the New Vendor within seven (7) days after being requested to do so by the Vendor.

58.4 If required by the Vendor, the Purchaser and any guarantor each agree to enter into a deed of novation to novate this Contract from the Vendor to the New Vendor, in which case the following provisions will apply:

- (a) the Vendor must, as its cost, prepare the deed of novation and must pay to the Purchaser's solicitor the Purchaser's solicitors costs, such costs to be capped at \$330.00 including GST;
- (b) the Purchaser and any guarantor each must sign the deed of novation and return it to the Vendor within seven (7) days of receiving it from the Vendor; and
- (c) the deed of novation may contain a provision releasing the Vendor from all or any of its obligations under this Contract which are not due for performance at the date of the novation if the New Vendor assumes those obligations.

58.5 The Vendor agrees to pay any stamp duty payable upon the novation of this Contract according to this clause 58.

58.6 The Vendor indemnifies the Purchaser in the event that the Purchaser is liable for any additional stamp duty in respect of this Contract or the transfer of the Property to the Purchaser (above the stamp duty normally payable by the Purchaser) arising as a result of the transfer or novation under this clause 58.

58.7 The Purchaser irrevocably appoints the New Vendor and each authorised officer of the New Vendor individually as the Purchaser's attorney ("Attorney") and agrees to ratify anything an Attorney does or may do under clause 58.8.

58.8 In the event of either the Purchaser or any guarantor or both failing to comply with their obligations in clause 58.4, the Attorney may do whatever is necessary or convenient to enable the Vendor to procure that the Purchaser and any guarantor enter into the deed of novation including signing the deed of novation as attorney for either the Purchaser or any guarantor.

58.9 The purpose of the power of attorney is to enable the Vendor to transfer its interest to the New Vendor in accordance with its rights pursuant to this clause 58.

59. ELECTRONIC CONVEYANCING

59.1 If the Vendor no later than fourteen (14) days prior to the Completion Date, notifies the Purchaser that this Conveyancing Transaction is to be conducted as an electronic transaction then clause 59.2 applies.

59.2 The Purchaser may, within two (2) business days after receipt of the Vendor's notice under clause 59.1 and in this respect time is of the essence, notify the Vendor that the Conveyancing Transaction is not to be conducted as an electronic transaction.

59.3 If the Purchaser issues a notice to the vendor in accordance with clause 59.2 the Purchaser must in addition to any other money payable under this contract reimburse to the Vendor on

completion any costs payable by the Vendor to the Vendor's financier arising from the Conveyancing Transaction not being conducted as an electronic transaction.

60. MISCELLANEOUS

- 60.1 This Contract may be executed in any number of counterparts and all counterparts taken together shall constitute this Contract.
- 60.2 Provisions of this Contract that are capable of taking effect after completion remain in force even though completion has occurred.
- 60.3 A breach of any right of election from a breach of this Contract is not waived by any failure to or delay in the exercise, or partial exercise, of that right or any other right and any waiver of a breach or of any right of election arising from a breach of this Contract must be in writing and signed by the party granting the waiver.
- 60.4 Any variation to this Contract must be in writing.
- 60.5 Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the transactions contemplated by this Contract.
- 60.6 If a party signs this Contract (or any document arising under or in relation to this Contract) on behalf of a party under power of attorney declares that he or she is not aware of any revocation of the power of attorney or any matter or fact which may affect his or her authority to do so.
- 60.7 The Purchaser indemnifies the Vendor against any liability or loss arising from, and any costs incurred in connection with, the Purchaser's default under this Contract or the Purchaser's breach of warranty, including legal costs on a full indemnity basis. The indemnities contained herein do not merge on completion of this Contract.
- 60.8 In case one or more of the provisions herein contained or any part thereof should be invalid, illegal or unenforceable in any respect the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 60.9 In the event of any conflict between the provisions of these special conditions and those contained in the printed conditions to this Contract, these special conditions shall prevail.

SCHEDULE

Item 1 Council Rates

[\$2,500] per annum per lot

Item 2 Water Rates

[\$250] per quarter per lot

Item 3 Land Tax

[\$2,500] per annum per lot

ANNEXURES TO CONTRACT

1. Prescribed Documents
2. Draft Deposited Plan (Annexure "A")
3. Requisitions on Title (Annexure "B")
4. Guarantee (Annexure "C")
5. Disclosure Statement (Annexure "D")



LAND
REGISTRY
SERVICES

Title Search

InfoTrack



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1231551

SEARCH DATE	TIME	EDITION NO	DATE
13/11/2019	11:21 AM	2	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 1 IN DEPOSITED PLAN 1231551
AT LEPPINGTON
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1231551

FIRST SCHEDULE

CROWNLAND CAMDEN VALLEY WAY PTY LTD

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AH320240 PROPOSED ACQUISITION PURSUANT TO SECTION 11 LAND
ACQUISITION (JUST TERMS COMPENSATION) ACT, 1991
AFFECTING AN EASEMENT TO DRAIN WATER OVER THE SITE
DESIGNATED (E) IN DP1178218
- 3 AH635698 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 AM218343 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1234131 PP DP1258372 PP DP1258696
PP DP1258698.

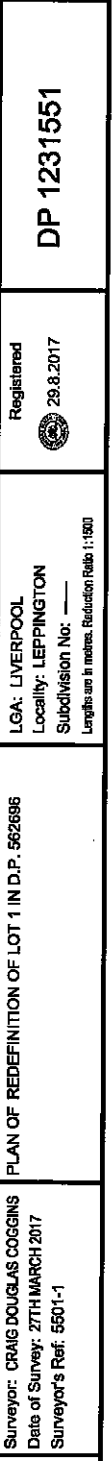
*** END OF SEARCH ***

291724

PRINTED ON 13/11/2019

* 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. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Table of mm	
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10	20
20	30
30	40
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110	120
120	130
130	140



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  29.8.2017

Office Use Only

Office Use Only

Title System: TORRENS

DP1231551

Purpose: REDEFINITION

**PLAN OF REDEFINITION OF LOT 1 IN
D.P. 562696**

LGA: LIVERPOOL

Locality: LEPPINGTON

Parish: MINTO

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Survey Certificate

I, CRAIG DOUGLAS COGGINS
of MEPSTEAD & ASSOCIATES PTY LTD
PO BOX 208, PENNANT HILLS 1715

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

**(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 27th March 2017.*

**(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.*

**(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.*

Signature:  Dated: 5/7/2017

Surveyor ID: 8221

Datum Line: 'A'-'B'

Type: *Urban/*Rural

The terrain is *Level-Undulating / *Steep-Mountainous.

**Strike through if inapplicable.*

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.*

Subdivision Certificate

I,
*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature:

Accreditation number:

Consent Authority:

Date of endorsement:

Subdivision Certificate number:

File number:

**Strike through if inapplicable.*

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation.

D.P. 27877

D.P. 28997

D.P. 562696

D.P. 596351

D.P. 1178218

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference: 5501-1

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



29.8.2017

Office Use Only

Office Use Only

PLAN OF REDEFINITION OF LOT 1 IN
D.P. 562696

DP1231551

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

STREET ADDRESS SCHEDULE

Lot	Street Number	Street Name	Street Type	Locality
1	1342	Camden Valley	Way	Leppington

Executed by **CROWNLAND CAMDEN
VALLEY WAY PTY LTD** (ACN 614 981
190) in accordance with Section 127 of
the Corporations Act 2001

SIGNATURE OF AUTHORISED PERSON

ANDREW WIESENER

NAME OF AUTHORISED PERSON

OFFICE HELD: SOLE DIRECTOR & SECRETARY

Mortgages under Mortgage No. **AM218343**

Signed at **SYDNEY** this **15th** day of
AUGUST 20**17** for National

Australia Bank Limited ABN 12 004 044 937

by **RACHEL TWEEDY**

its duly appointed Attorney under Power of

Attorney No. 39 Book 4512

2

Level

Attorney

XIAOTING SHEN

Witness/Bank Officer

If space is insufficient use additional annexure sheet

Surveyor's Reference: 5501-1

Form: 11R
 Licence: 98M111
 Edition: 1003

REQUEST

New South Wales
 Real Property Act 1900



AH320240R

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

(A) STAMP DUTY

If applicable. Office of State Revenue use only

(B) TORRENTITLE

SEE ANNEXURES "A" and "B"

(C) REGISTERED
DEALING

Number

Torrens Title

(D) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

LLPN:123406 G

Roads and Maritime Services
 DX 10516 NORTH SYDNEY
 T. (02) 8858 5205 (Ms North)

Reference (optional): SF2012/15776

CODE

R

(E) APPLICANT

ROADS AND MARITIME SERVICES

(F) NATURE OF
REQUEST

Application to Record
 GIVING OF A PROPOSED ACQUISITION NOTICE
 Land Acquisition (Just Terms Compensation) Act, 1991

(G) TEXT OF
REQUEST

THE APPLICANT, requests the Registrar General to note on the Register for the land listed in Annexures "A" and "B", pursuant to Section 11 of the Land Acquisition (Just Terms Compensation) Act 1991, that a proposed acquisition notice has been given affecting the land.

DATE

19 / 10 / 2012
 dd mm yyyy

(H) I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

A. N. T.

Name of witness:

Anna North

Address of witness:

RMS - 101 Miller St
 NORTH SYDNEY

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

Signature of applicant:

T. Craig

TREVOR DAVID CRAIG
 MANAGER COMPULSORY ACQUISITION & ROAD
 DEDICATION
 EXECUTED PURSUANT TO DELEGATION
 BOOK 4623 NO 148

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded to LPMA through eNOS.

The applicant / applicant's solicitor / applicant's agent certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

ANNEXURE "A"

**THIS IS THE ANNEXURE "A" TO THE REQUEST MADE UNDER
THE REAL PROPERTY ACT 1900
BY ROADS AND MARITIME SERVICES**

Lot 107 Deposited Plan 1175246, being part of the land in Certificate of Title 4/27877;
Lot 108 Deposited Plan 1175246, being part of the land in Certificate of Title 3/27877;
Lot 109 Deposited Plan 1175246, being part of the land in Certificate of Title 102/538236;
Lot 44 Deposited Plan 1177254, being part of the land in Certificate of Title 22/596177; and
Lot 45 Deposited Plan 1177254, being part of the land in Certificate of Title 21/596177.

T. Craig
A. N. G.

ANNEXURE "B"

THIS IS THE ANNEXURE "B" TO THE REQUEST MADE UNDER THE REAL PROPERTY ACT 1900 BY ROADS AND MARITIME SERVICES

Easement in gross to drain water as provided in Schedule 4A of the Conveyancing Act 1919, over the land situated in the Liverpool City Council area, Parish of Minto and County of Cumberland as described below:

Land Burdened

The site designated by the letter [E] on Deposited Plan 1178218 and described thereon as 'proposed easement for drainage of water variable width', being part of the land in Certificate of Title 1/562696; and

The site designated by the letter [B] on Deposited Plan 1175246 and described thereon as 'proposed easement to drain water variable width', being part of the land in Certificate of Title 101/876560.

AND ALSO A right of access in gross as provided in Schedule 4A of the Conveyancing Act 1919, over the land situated in the Liverpool City Council area, Parish of Minto and County of Cumberland as described below:

Land Burdened

The site designated by the letter [A] on Deposited Plan 1175246 and described thereon as 'proposed right of access variable width', being part of the land in Certificate of Title 101/876560.

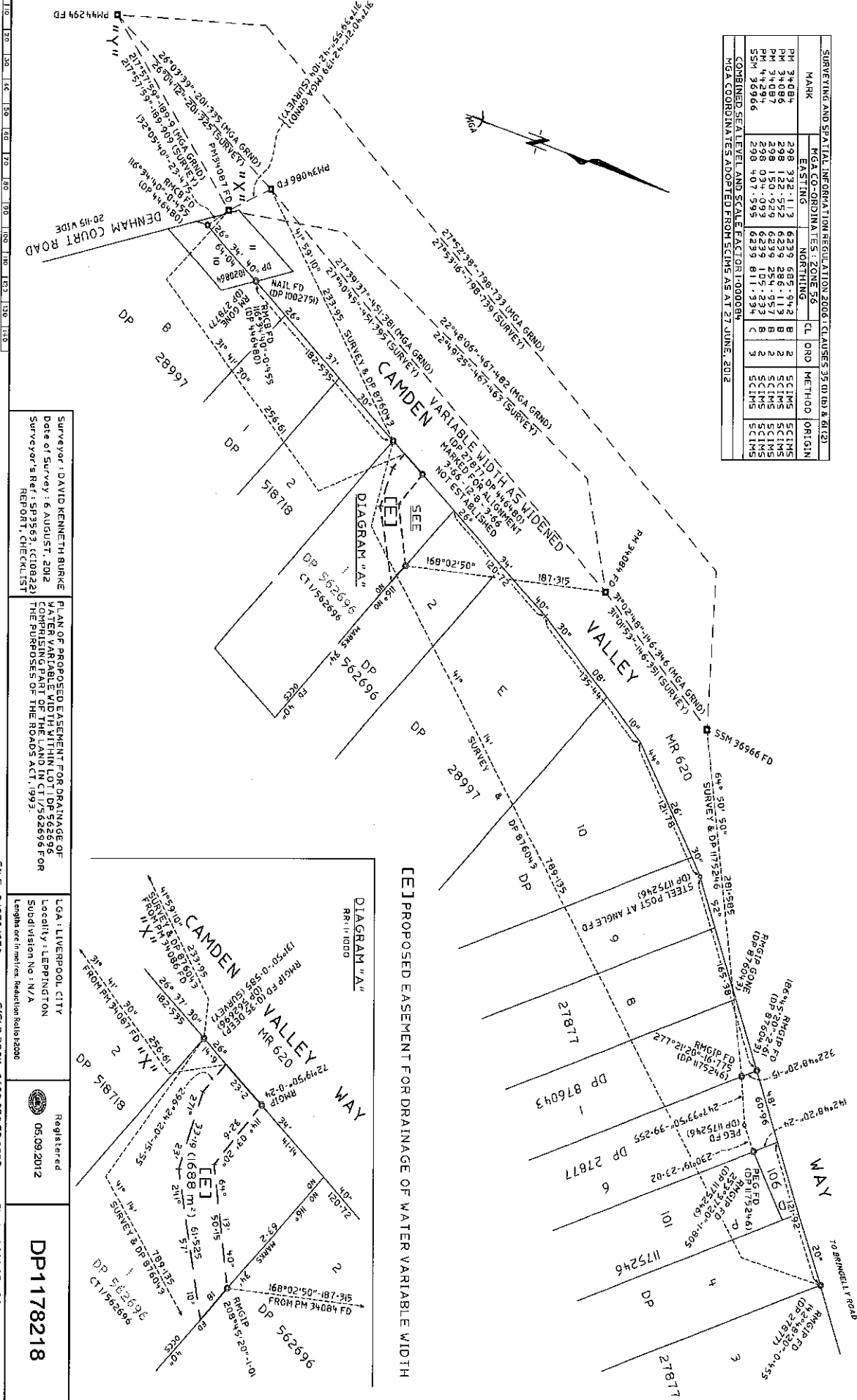
T. Craig
A. N. H.

PLAN FORM 2 (A2)P1178218

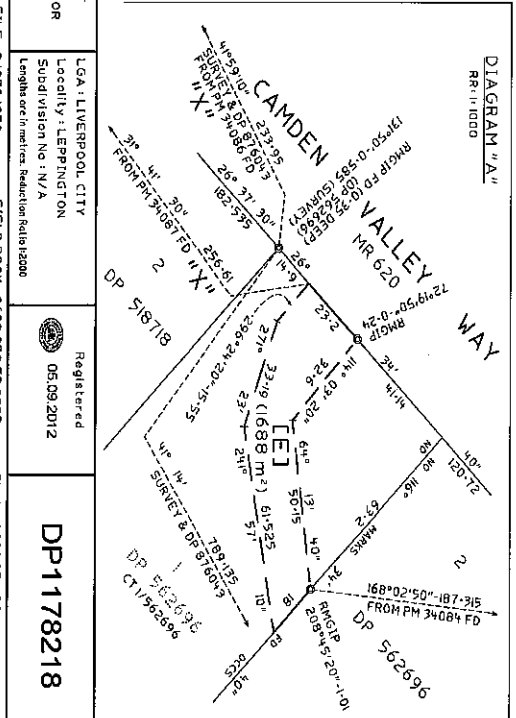
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1

SURVEYING AND SPATIAL INFORMATION REGULATION 2006: (CLAUSES 35(1)(b) & 41(2))					
MARK	MGA CO-ORDINATES: ZONE 55		CL	ORD	METHOD
	EASTING	NORTHING			
PM 34084	298 325.113	6239 685.942	B	2	SCIMS
PM 34086	298 122.552	6239 288.113	B	2	SCIMS
PM 34087	298 150.929	6239 254.957	B	2	SCIMS
PM 14296	298 037.993	6239 105.283	B	2	SCIMS
SSM 28966	298 101.993	6239 811.324	C	3	SCIMS
COMBINED SEA LEVEL AND SCALE FACTOR 1:100000					
MGA COORDINATES ADOPTED FROM SCIMS AS AT 21 JUNE, 2012					



[E] PROPOSED EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH



Surveyor: DAVID KENNETH BURKE
 Date of Survey: 6 AUGUST, 2012
 Surveyor's Ref: SP3563 (CI0823)
 REPORT, CHECKLIST

PLAN OF PROPOSED EASEMENT FOR DRAINAGE OF
 WATER VARIABLE WIDTH WITHIN LOT DP 562696
 THE PURPOSES OF THE ROADS ACT, 1993

LGA: LIVERPOOL CITY
 Locality: LEPINGTON
 Subdivision No: 11/A
 Lengths are in metres. Reduction Ratio 1:2000

Registered
 05.09.2012

DP1178218

FILE: 2/2591372 FIELD BOOK: 0620 259 FP 0007 PLAN: 0620 259 SS 1050

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Office Use Only

DP1178218

Registered:  05.09.2012

Office Use Only

Title System: TORRENS

Purpose: EASEMENT

PLAN OF PROPOSED EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH WITHIN LOT 1 DP 562696 COMPRISING PART OF THE LAND IN CT 1/562696 FOR THE PURPOSES OF THE ROADS ACT, 1993.

APPROVED:


PRINCIPAL SURVEYOR
ROADS AND MARITIME SERVICES

LGA: LIVERPOOL CITY

Locality: LEPPINGTON

Parish: MINTO

County: CUMBERLAND

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land
shown herein have been given

Signature:
Date:
File Number:
Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed set out herein
(Insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
Date of Endorsement:
Accreditation no:
Subdivision Certificate no:
File no:

* Delete whichever is inapplicable.

Survey Certificate

I, DAVID KENNETH BURKE
of ROADS AND MARITIME SERVICES
a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed on: 6 AUGUST, 2012
The survey relates to EASEMENT AND CONNECTIONS
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 14.8.2012
Surveyor registered under the *Surveying and Spatial Information Act, 2002*

Datum Line: "X" - "Y"

Type: Urban

RH

Plans used in the preparation of survey
DP 27877 DP 28997 DP 446480 DP 518718
DP 562696 DP 876043 DP 1002751 DP 1020864
DP 1175246 DP 1177254

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: SP3563, (CI0822), REPORT, CHECKLIST

Form: 0ITG
Licence: 01-06-015
Licensee: Colin Biggers & Paisley
Release: 3.0

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900



AH635698J

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to make the information contained in this form available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

Servient Tenement 1/562696	Dominant Tenement Easement in gross
-------------------------------	--

(B) LODGED BY

Document Collection Box 115F	Name, Address or DX and Telephone LLPN: 123055 K COLIN BIGGERS & PAISLEY LEVEL 42, 2 PARK STREET, SYDNEY DX 280 SYDNEY; TEL: 8281 4555 Reference: GDN:SJL:124937	CODE TG
--	---	-----------------------

(C) TRANSFEROR

ANTHONY JOHN MERDIECA & CHARLES FARRUGIA

(D)

The transferor acknowledges receipt of the consideration of \$79,895.75 and transfers and grants

**(E) DESCRIPTION
OF EASEMENT**

AN EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH AS SET OUT IN PART 7 OF SCHEDULE 4A "EASEMENTS IN GROSS" AND SECTION 88A OF THE CONVEYANCING ACT 1919 NO. 6. THE POSITION AND EXTENT OF THE EASEMENT ARE AS SHOWN AND MARKED "[E] PROPOSED EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH" ON DEPOSITED PLAN 1178218.

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

ROADS AND MARITIME SERVICES
ABN 76 236 371 088

DATE

15 / 02 / 2013
dd mm yyyy

'OFF (NBI) DP1178218'

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence. [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness: *Julie Hurley*

Signature of transferor: *Charles Farrugia*

Name of witness: **JULIE HURLEY**

Address of witness: **22 KYRE CRESCENT
EMU PLAINS NSW 2750**

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature: *Gary Newton*

Signatory's name: Gary Newton

Signatory's capacity: Transferee's solicitor

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 291724:84516
Ppty: 3955

Cert. No.: 2469

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4410865
Receipt Amt.: 133.00
Date: 15-Nov-2019

The information in this certificate is provided pursuant to Section 10.7(2)&(5) 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 1 DP 1231551
Street Address: 1342 CAMDEN VALLEY WAY, LEPPINGTON NSW 2179

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:

Not Applicable

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 No 64 – Advertising and Signage
SEPP No 44 – Koala Habitat Protection
SEPP No 30 – Intensive Agriculture
SEPP No 21 – Caravan Parks
SEPP No 19 – Bushland in Urban Areas
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP (Sydney Region Growth Centres) 2006**

Deemed SEPPs*:

SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)

(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 Growth Centre Precincts DCP**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.

R3 Medium Density Residential - SEPP (Sydney Region Growth Centres) 2006

(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

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Any other development not specified in item (b) or (d)

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

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Retail premises; Rural supplies; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

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

R2 Low Density Residential - SEPP (Sydney Region Growth Centres) 2006

(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; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio 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 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 is 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	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-4 of Schedule 3 of the Liverpool Growth Centres Precinct DCP

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?

Yes

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?

Yes

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 2014 - East Leppington Precinct

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)?

Yes, part/all of the land is bio-diversity certified land
Yes, part/all of the land is bio-diversity non-certified land

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.

THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT (EP&A ACT) 1979

1. Controlled access road

Does the land have a boundary to a controlled access road?

No

2. Sewer Access and On-site Management

The Onsite Sewage System for this property is now an "Aerated System" but if it fails at any time the onsite system will have to be turned into a pump out system where the effluent will be required to be removed off site by tanker.

On-Site Sewerage Management System/s

Council's records indicate that the property may not be connected to Sydney Water's sewerage system.

If the property is not connected and emits any waste water (sewerage) it must have an On-Site Sewerage Management System that is operating satisfactorily. It is the ongoing responsibility of the current owner(s) of the property (at any given time) to ensure that any On-Site Sewerage Management System continually operate in compliance with the relevant provisions of the Local Government Act 1993, and the Protection of the Environment Operations Act 1997 (including regulations made there under).

It is recommended that any applicant intending to purchase the property make enquires to ascertain if the property has an On-Site Sewerage Management System and engage the services of a suitably qualified wastewater engineer or plumber to assess the condition and compliance status of those system(s).

3. Other Information in Relation to Water Restrictions

All/part of the property is identified as flood prone and is within the low risk flood category. Low Flood Risk Category means the outer extent of the floodplain (within the extent of the probable maximum flood) but not identified within either the High Flood Risk or the Medium Flood Risk Category. Refer to Section 1(c) of this certificate for the relevant DCP which contains controls relating to flood prone land.

Note: No flooding certificate will be provided if the property is only within the low risk flood category.

All/part of the property is identified as flood prone and is within the medium risk flood category. Medium Flood Risk Category means land below the 1% Annual Exceedance

Probability flood that is not subject to a high hydraulic hazard or where there are no significant evacuation difficulties. Refer to Section 1(c) of this certificate for the relevant DCP which contains controls relating to flood prone land.

All/part of the property is identified as flood prone and is within the high risk flood category. High Flood Risk Category means land below the 1% Annual Exceedance Probability flood that is either subject to high hydraulic hazard or where there are significant evacuation difficulties. Refer to Section 1(c) of this certificate for the relevant DCP which contains controls relating to flood prone land.

4. Contaminated Land

Nil

5. Airport Noise Affectation*

Nil

6. Environmentally Significant Land

Nil

7. Archaeological Management Plan

Nil

8. Western Sydney Long Term Strategic Corridors*

Has the NSW Government identified that the land may be traversed by, or located near, a future transport corridor as identified in the Western Sydney Long Term Strategic Corridors project?

No

For more information on the Western Sydney Long Term Strategic Corridors, visit:

<https://www.transport.nsw.gov.au/corridors>

9. Fifteenth Avenue Smart Transit Project

Not Applicable

10. Offensive Odour and Rural Land Uses

The land is within the South-West Growth Centre. Despite the current zone, the land was formerly within a rural zoned area. In this area, there are certain agricultural activities that can cause noise, dust and odours that some people may find offensive. This should be taken into account when purchasing a dwelling or considering the erection of a dwelling house. The potential impact of any activities which may impact on nearby agricultural producers (such as pets, inadequate fencing, litter, poor weed control) should also be considered.



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

Kiersten Fishburn
Chief Executive Officer
Liverpool City Council

ANNEXURE TO SECTION 10.7(5)
CERTIFICATE



Issue Date: 15/11/2019

Issue No: 2028151

File No: 2019/0093

Premises at Lot 1 DP 1231551
Camden Valley Way Leppington

Further to the advice contained in the Section 10.7(2) Certificate and on the basis of the latest information available to the Council:

1. the maximum calculated level of the probable maximum flood (PMF) in the vicinity of your property in metres AHD is **83.7**.
2. the maximum calculated level of the 1% annual exceedance probability flood (previously referred to as the 1 in 100 year) in the vicinity of your property in metres AHD is **82.2**.
3. the maximum calculated level of the 2% annual exceedance probability flood (previously referred to as the 1 in 50 year) in the vicinity of your property in metres AHD is **Not Available**.
4. the maximum calculated level of the 5% annual exceedance probability flood (previously referred to as the 1 in 20 year) in the vicinity of your property in metres AHD is **Not Available**.

The Council does not possess accurate information on the natural surface levels of individual allotments or on constructed building levels, and these should be established by private survey to ascertain their relationship to the above flood levels.

Flood levels are obtained from **best available flood data for the area**.

Name of Assessor: **W. Siripala**

Signature:

A handwritten signature in black ink, appearing to read "W. Siripala", with a large, sweeping underline that extends across the width of the signature.

Application: 10308924
Your Ref: 291724

19 November 2019

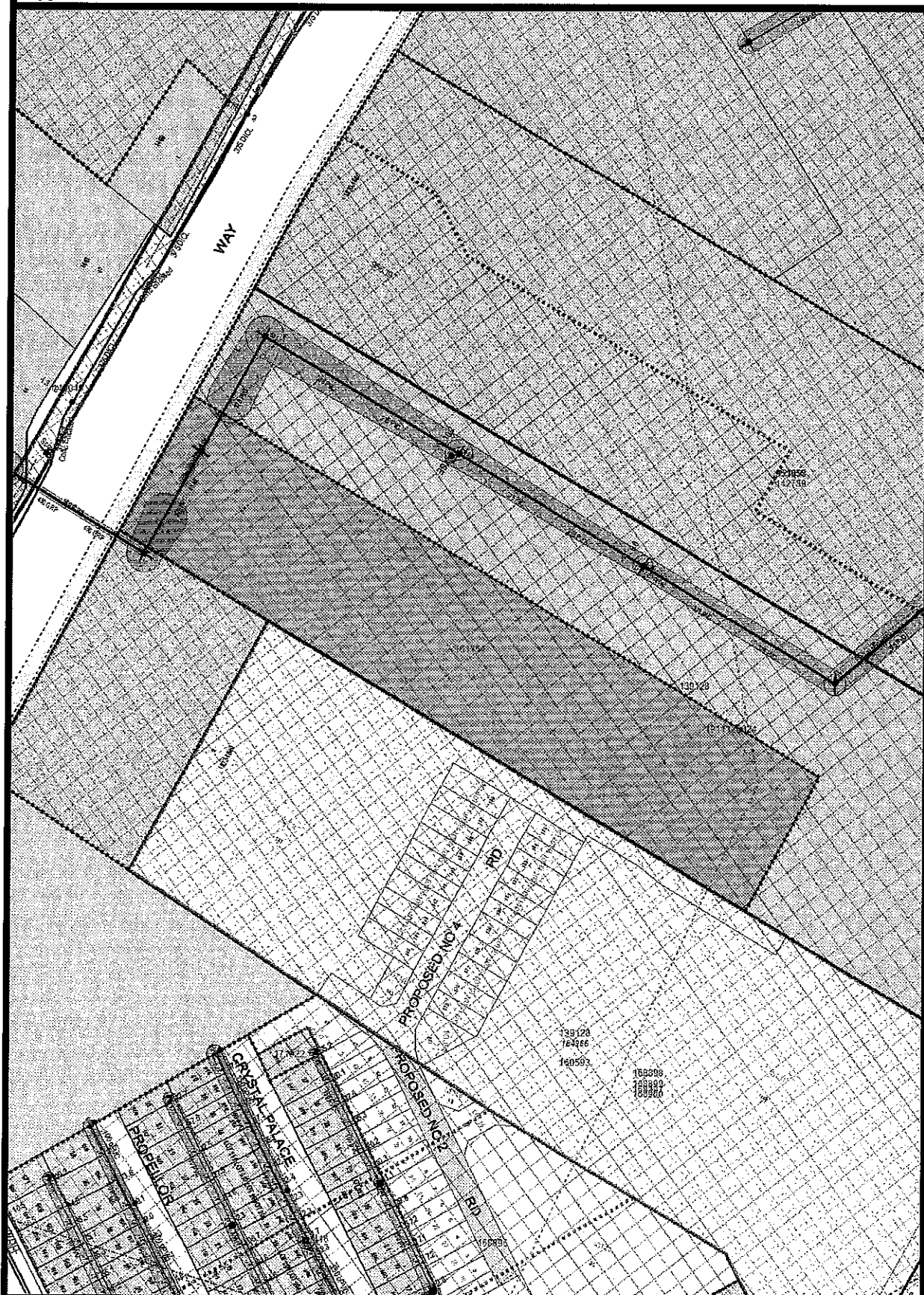
**Property details: 1346 Camden Valley Way Leppington NSW 2179
LOT 1 DP 1231551**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services



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



Revenue

Enquiry ID	3165835
Agent ID	81429403
Issue Date	13 Nov 2019
Correspondence ID	1697842423
Your reference	291724

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1231551/1	1342 CAMDEN VALLEY WAY LEPPINGTON 2179	\$5 930 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816



Phone enquiries
8:30 am - 5:00 pm Mon to Fri



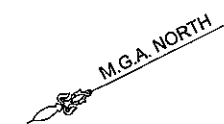
landtax@revenue.nsw.gov.au

Overseas customers call +61 2 7808 6906

Help in community languages is available

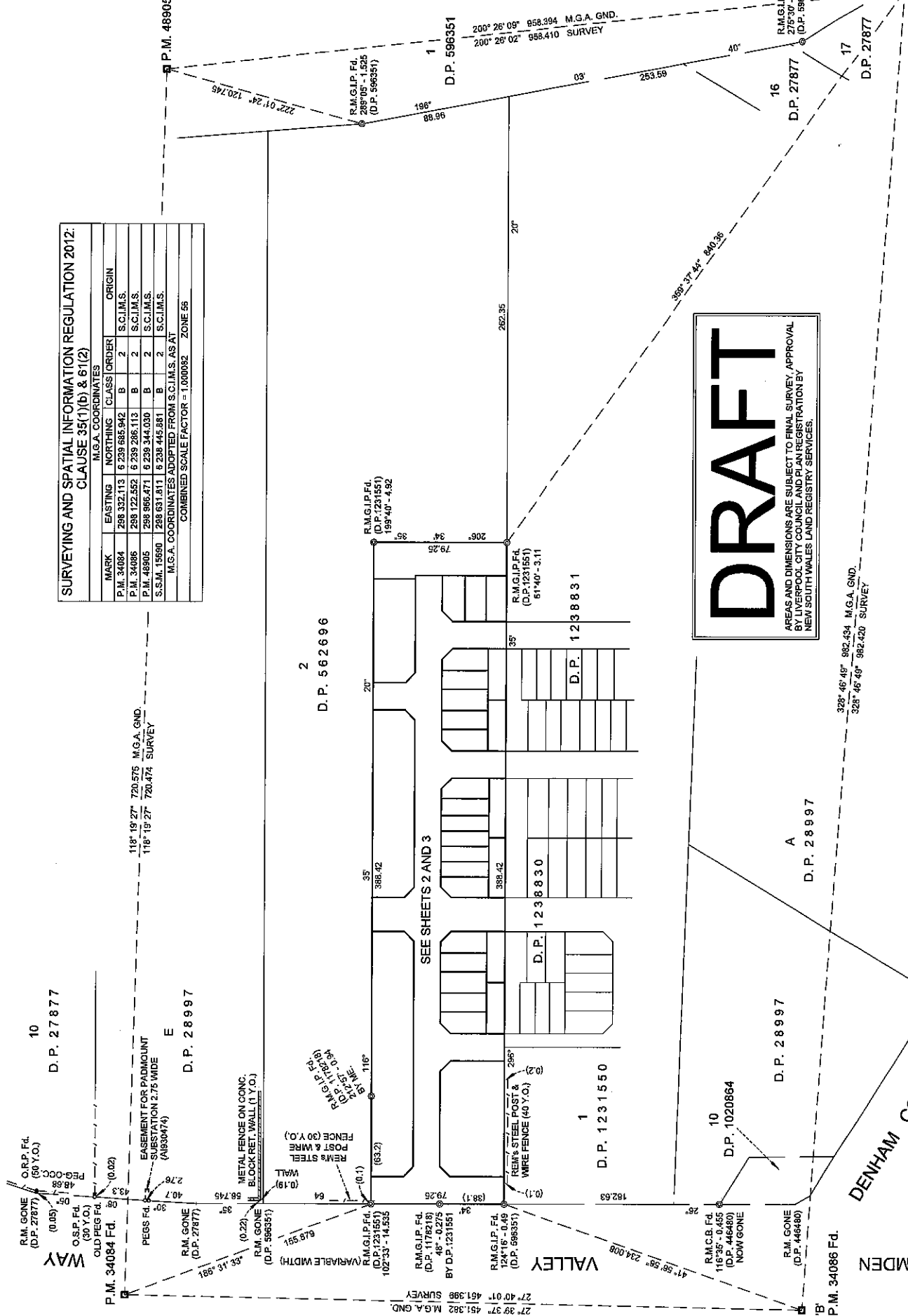
ANNEXURE "A"

DRAFT DEPOSITED PLAN



**SURVEYING AND SPATIAL INFORMATION REGULATION 2012:
CLAUSE 35(1)(b) & 61(2)**

M.G.A. COORDINATES			
MARK	EASTING	NORTHING	CLASS ORDER ORIGIN
P.M. 34084	298 332.113	6 239 685.942	B 2 S.C.I.M.S.
P.M. 34086	298 122.552	6 239 286.113	B 2 S.C.I.M.S.
P.M. 48905	298 866.471	6 239 344.030	B 2 S.C.I.M.S.
S.S.M. 15690	298 631.811	6 239 445.881	B 2 S.C.I.M.S.
M.G.A. COORDINATES ADOPTED FROM S.C.I.M.S. AS AT			
COMBINED SCALE FACTOR = 1.00082 ZONE 55			



DRAFT

AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY, APPROVAL BY LIVERPOOL CITY COUNCIL AND PLAN REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.

Surveyor: CRAIG DOUGLAS COGGINS	PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1231551	LGA: LIVERPOOL	Registered
Date of Survey:		Locality: LEPPINGTON	
Surveyor's Ref: 5501-2		Subdivision No:	
Version B 1.11.2019		Lengths are in metres. Reduction Ratio 1:1500	

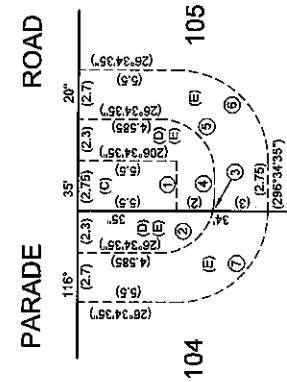
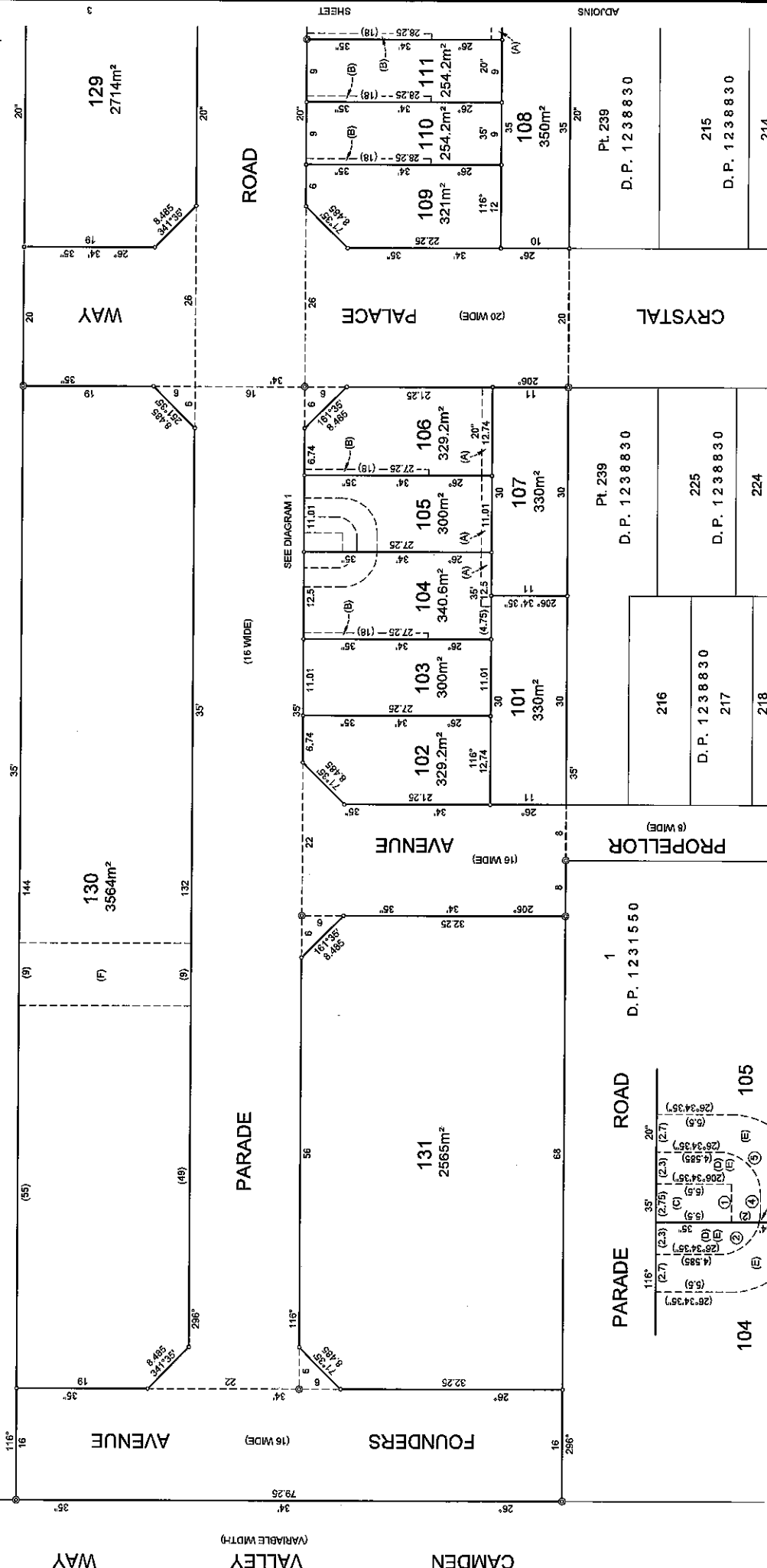
DP 1234131

DRAFT

AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY, APPROVAL BY LIVERPOOL CITY COUNCIL AND PLAN REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.

2
D.P. 562696

SHORT AND CURVED LINE SCHEDULE			
No.	BEARING	CHORD	RADIUS
1	286°35'20"	2.75	3
2	168°19'25"	3.715	4.005
3	123°19'25"	0.705	0.705
4	116°35'20"	1.35	1.35
5	71°34'35"	4.24	4.71
6	251°34'35"	7.07	7.85
7	341°34'35"	7.07	7.85



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR MAINTENANCE AND ACCESS 0.8 WIDE
- (C) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (D) RESTRICTION ON THE USE OF LAND
- (E) RESTRICTION ON THE USE OF LAND
- (F) EASEMENT TO DRAIN WATER 8 WIDE

DIAGRAM 1
Reduction Ratio 1:200

Surveyor: CRAIG DOUGLAS COGGINS

Date of Survey:

Surveyor's Ref: 5501-2

Exemption Policy 4

Version B 4.11.2018

LGA: LIVERPOOL

Locality: LEPPINGTON

Subdivision No:

Lengths are in metres. Reduction Ratio 1:400

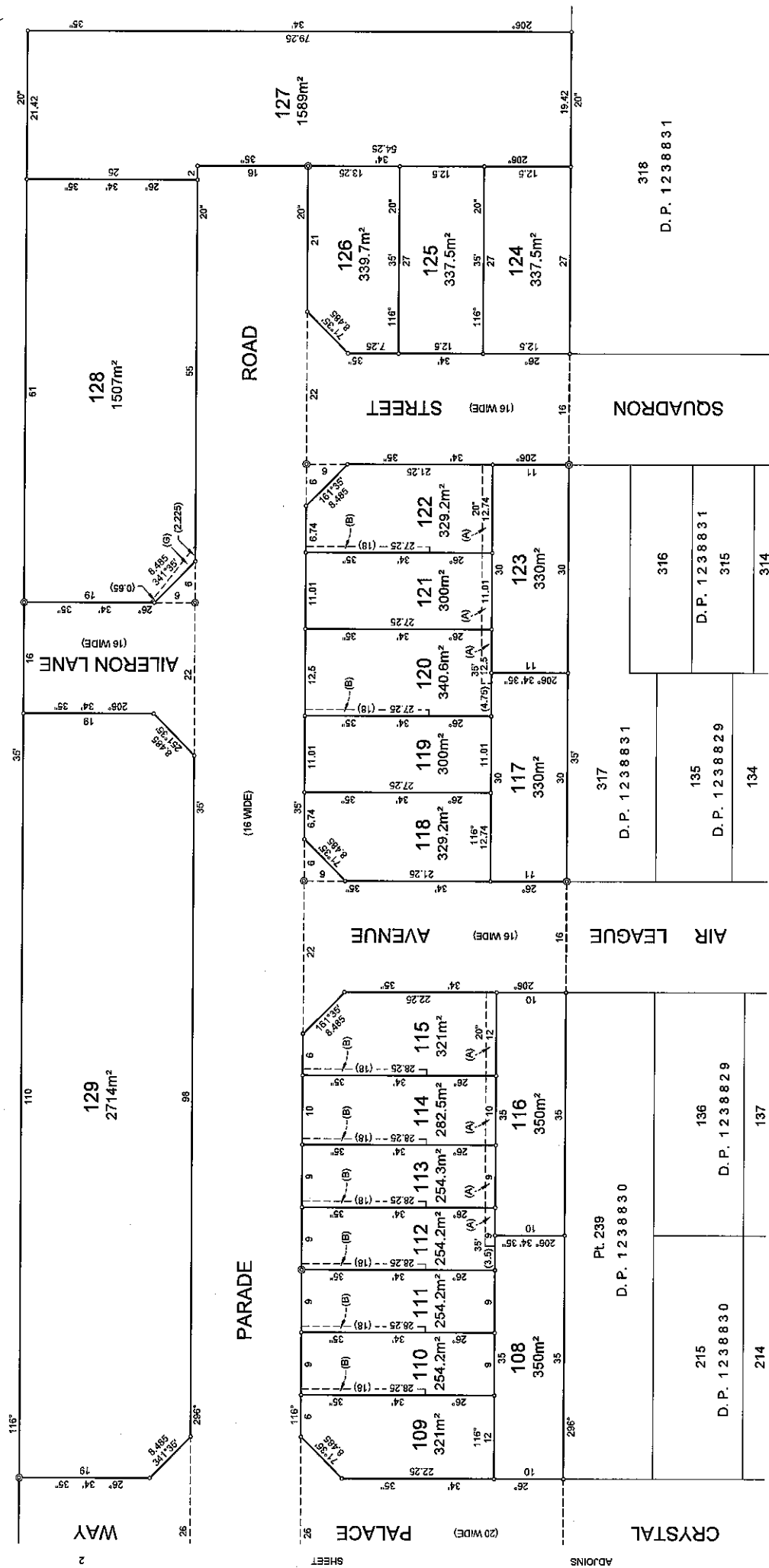
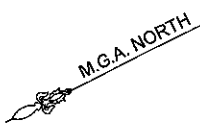
Registered

DP 1234131

DRAFT

AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY, APPROVAL BY LIVERPOOL CITY COUNCIL AND PLAN REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.

2
D.P. 562696



Surveyor: CRAIG DOUGLAS COGGINS
Date of Survey:
Surveyor's Ref: 5501-2
Version B 1.11.2019
"Exemption Policy 4"

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1231551

LGA: LIVERPOOL
Locality: LEPPINGTON
Subdivision No:
Lengths are in metres. Reduction Ratio 1:400

Registered

DP 1234131

(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered:</p> <p>Title System:</p>		<div style="text-align: right; font-size: small;">Office Use Only</div> <h1 style="margin: 0;">DP 1234131</h1>
PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1231551		LGA: LIVERPOOL Locality: LEPPINGTON Parish: MINTO County: CUMBERLAND
<div style="text-align: center;">Survey Certificate</div> <p>I, CRAIG DOUGLAS COGGINS of MEPSTEAD & ASSOCIATES PTY LTD PO BOX 22, THORNLEIGH 2120</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on .</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding **.....)</i> <i>was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></p> <p>Datum Line: 'A'-'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8221 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<div style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</div> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>
<div style="text-align: center;">Subdivision Certificate</div> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority: LIVERPOOL CITY COUNCIL</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number: 533/2017</p> <p><small>*Strike through if inapplicable.</small></p>		<div style="text-align: center;">Subdivision Certificate</div> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority: LIVERPOOL CITY COUNCIL</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number: 533/2017</p> <p><small>*Strike through if inapplicable.</small></p>
<p>Plans used in the preparation of survey/compilation. D.P. 1231551 D.P. 1238829 D.P. 1238830 D.P. 1238831</p> <h2 style="text-align: center; margin-top: 20px;">DRAFT</h2>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD;</p> <ol style="list-style-type: none"> 1. FOUNDERS AVENUE 16 WIDE 2. PARADE ROAD 16 WIDE 3. PROPELLOR AVENUE 16 WIDE 4. CRYSTAL PALACE WAY 20 WIDE 5. AIR LEAGUE AVENUE 16 WIDE 6. SQUADRON STREET 16 WIDE 7. AILERON LANE 16 WIDE
Surveyor's Reference: 5501-2 'Exemption Policy 4' Version B 1.11.2019		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 1231551****DP 1234131**

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO CREATE;

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (B)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
4. RESTRICTION ON THE USE OF LAND (D)
5. RESTRICTION ON THE USE OF LAND (E)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. EASEMENT TO DRAIN WATER 9 WIDE (F)
11. EASEMENT TO DRAIN WATER VARIABLE WIDTH (G)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO RELEASE;

1. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH CREATED BY AH635698

DRAFT

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 1231551

DP 1234131

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

STREET ADDRESS SCHEDULE

Lot	Street Number	Street Name	Street Type	Locality
101		Propellor	Avenue	Leppington
102		Parade	Road	Leppington
103		Parade	Road	Leppington
104		Parade	Road	Leppington
105		Parade	Road	Leppington
106		Parade	Road	Leppington
107		Crystal Palace	Way	Leppington
108		Crystal Palace	Way	Leppington
109		Parade	Road	Leppington
110		Parade	Road	Leppington
111		Parade	Road	Leppington
112		Parade	Road	Leppington
113		Parade	Road	Leppington
114		Parade	Road	Leppington
115		Parade	Road	Leppington
116		Air League	Avenue	Leppington
117		Air League	Avenue	Leppington
118		Parade	Road	Leppington
119		Parade	Road	Leppington
120		Parade	Road	Leppington
121		Parade	Road	Leppington
122		Parade	Road	Leppington
123		Squadron	Street	Leppington
124		Squadron	Street	Leppington
125		Squadron	Street	Leppington
126		Squadron	Street	Leppington
127	Not Available	Parade	Road	Leppington
128	Not Available	Parade	Road	Leppington
129	Not Available	Parade	Road	Leppington
130	Not Available	Parade	Road	Leppington
131	Not Available	Parade	Road	Leppington

DRAFT

Office Use Only

Office Use Only

Registered:**PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 1231551****DP 1234131**

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by **CROWNLAND CAMDEN
VALLEY WAY PTY LTD** (ACN 614 981
190) in accordance with Section 127 of the
Corporations Act 2001

SIGNATURE OF AUTHORISED PERSON-----
NAME OF AUTHORISED PERSON
OFFICE HELD: SOLE DIRECTOR & SECRETARY**DRAFT**

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

Sheet 1 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

**Full name and address of
Proprietor of land:**

Crownland Camden Valley Way Pty Limited
PO Box R562
Royal Exchange NSW 1225

PART 1

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	104 105 106 112 113 114 115 120 121 122	101 101 101 108 108 108 108 117 117 117
2	Easement for Maintenance and Access 0.9 wide (B)	104 106 110 111 112 113 114 115 120 122	103 105 109 110 111 112 113 114 119 121
3	Easement for Padmount Substation 2.75 wide (C)	105	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

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

Sheet 2 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 1 (continued)

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
4	Restriction on the Use of Land (D)	Part 104 and 105 denoted (D)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Restriction on the Use of Land (E)	Part 104 and 105 denoted (E)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
6	Restriction on the Use of Land	110 to 114 inclusive	Liverpool City Council
7	Restriction on the Use of Land	102, 106, 109, 115, 118 and 122	Liverpool City Council
8	Restriction on the Use of Land	101 to 126 inclusive	Liverpool City Council
9	Restriction on the Use of Land	Each Lot 101 to 126 inclusive	Every other Lot 101 to 126 inclusive
10	Easement to drain water 9 wide (F)	130	Liverpool City Council
11	Easement to drain water variable width (G)	128	Liverpool City Council

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

Sheet 3 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 1A

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement for Drainage of Water variable width created by AH635698	Lot 1 DP 1231551	Roads and Maritime Services

PART 2

1. Terms of Easement firstly referred to in abovementioned plan.

Terms of Easement to Drain Water as per Schedule 8 Part 3 of the Conveyancing Act 1919 as amended.

2. Terms of Easement secondly referred to in abovementioned plan.

2.1 The owner of the lot benefitted and persons authorised by him may:

(a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:

(i) The lot benefitted;

(ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise reasonably be carried out;

(b) Do anything reasonably necessary for that purpose including:

(i) Entering into the lot burdened; and

(ii) Taking anything onto the lot burdened; and

(iii) Carrying out the necessary works.

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

Sheet 4 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

- 2.2 In exercising the rights under this clause 1, the owner of the lot benefitted must:
- (a) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable; and
 - (b) Cause as little inconvenience to the owner and any occupier of the lot burdened; and
 - (c) Cause as little damage as practicable to the lot burdened and any improvement on it; and
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage.
- 2.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.
- 2.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and
- 2.5 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Maintenance & Access and any dispute is a civil matter to be resolved with the relevant parties

The Authority having the right to release, vary or modify this easement is Liverpool City Council.

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

Sheet 5 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

3. Terms of Easement thirdly referred to in abovementioned plan.

The terms set out in Memorandum No AK104621 registered at Land Registry Services NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Terms of Easement to Drain Water as per Schedule 4A Part 3 of the Conveyancing Act 1919 as amended.

4. Terms of Restriction fourthly referred to in abovementioned plan.

1.0 Definitions:

1.1 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 erect includes construct, install, build and maintain.

1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

2.1 the external surface of the building erected within 1.5 metre from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

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

Sheet 6 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

4. Terms of Restriction fourthly referred to in abovementioned plan (continued).

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- 4.1** Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2** The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

5. Terms of Restriction fifthly referred to in abovementioned plan.

1.0 Definitions

- 1.1 erect** includes construct, install, build and maintain.
- 1.2 restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0** No swimming pool or spa shall be erected or permitted to remain within the restriction site.

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

Sheet 7 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

5. Terms of Restriction fifthly referred to in abovementioned plan (continued).

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

6. Terms of Restriction sixthly referred to in abovementioned plan.

No building shall be erected on the lot hereby burdened unless in accordance with controls set out in the Building Envelope Plans prepared by DKO Architecture (NSW) Pty Ltd, Project No. 11630, Sheets 1.1 to 1.16, Revision D, dated 01/08/2019 as approved by Land and Environment Court of NSW Judgement/Order Case number 2018/00340718 dated 30 October 2019 or as further modified and approved by Liverpool City Council.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

7. Terms of Restriction seventhly referred to in abovementioned plan.

No direct vehicle access shall be permitted to Parade Road from each lot burdened.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

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

Sheet 8 of 13 sheets

Plan: Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

8. Terms of Restriction eighthly referred to in abovementioned plan.

No building shall be erected on each lot burdened unless it is constructed in accordance with the sound insulation measure recommendations of the approved Traffic Noise Assessment Report (6193-1.1R Rev D, dated 11th July 2019) by Day Design Pty Ltd.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

9. Terms of Restriction ninthly referred to in abovementioned plan.

1. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
2. No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
3. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.
4. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/ or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or be permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
5. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.

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

Sheet 9 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

9. Terms of Restriction ninthly referred to in abovementioned plan (continued).

6. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colourbond construction provided such colourbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colourbond fence shall be erected on any street frontage or within the front building setback line.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
8. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Crownland Camden Valley Way Pty Limited or its successors in title or assigns.
9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved Crownland Camden Valley Way Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
10. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
11. No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.

10. Terms of Easements tenthly and eleventhly referred to in abovementioned plan

Terms of Easement to Drain Water as per Schedule 4A Part 3 of the Conveyancing Act 1919 as amended.

PART 2 (continued)

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

Sheet 10 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

Executed by **CROWNLAND CAMDEN
VALLEY WAY PTY LTD** (ACN 614 981
190) in accordance with Section 127 of the
Corporations Act 2001

SIGNATURE OF AUTHORISED PERSON

NAME OF AUTHORISED PERSON
OFFICE HELD: SOLE DIRECTOR & SECRETARY

PART 2 (continued)

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

Sheet 11 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

Signed in my presence by
Bernard J MILLS
who is personally known to me

Executed for the Roads and Maritime
Services by its Delegate
Bernard J MILLS
pursuant to delegation
Book 4623 No. 148

.....
Signature of Witness

.....
Name of Witness
(BLOCK LETTERS)

Roads and Maritime Services
27-31 Argyle Street
Property Services
PARRAMATTA, NSW 2150

.....
Director Property and Acquisitions
Roads and Maritime Services

PART 2 (continued)

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

Sheet 12 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

I certify that the attorney signed this
instrument in my presence.

Signed by the attorney named below who
signed this instrument pursuant to the
power of attorney specified for **Endeavour
Energy Network Asset Partnership (ABN
30 586 412 717)** on behalf of **Epsilon
Distribution Ministerial Holding
Corporation (ABN 59 253 130 878)**
pursuant to section 36 of the *Electricity
Network Assets (Authorised Transactions)
Act 2015 (NSW)*

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:
Simon Lawton

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:
Book 4754 No 482

Signing on behalf of:
Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

Date of signature:

PART 2 (continued)

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

Sheet 13 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

The Liverpool City Council by its authorised delegate pursuant to s.377 Local Government Act
1993 (name of delegate)

.....
(Signature of delegate)

.....
(Name of delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

.....
(Signature of Witness)

.....
(Name of Witness)

.....
(Address of Witness)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



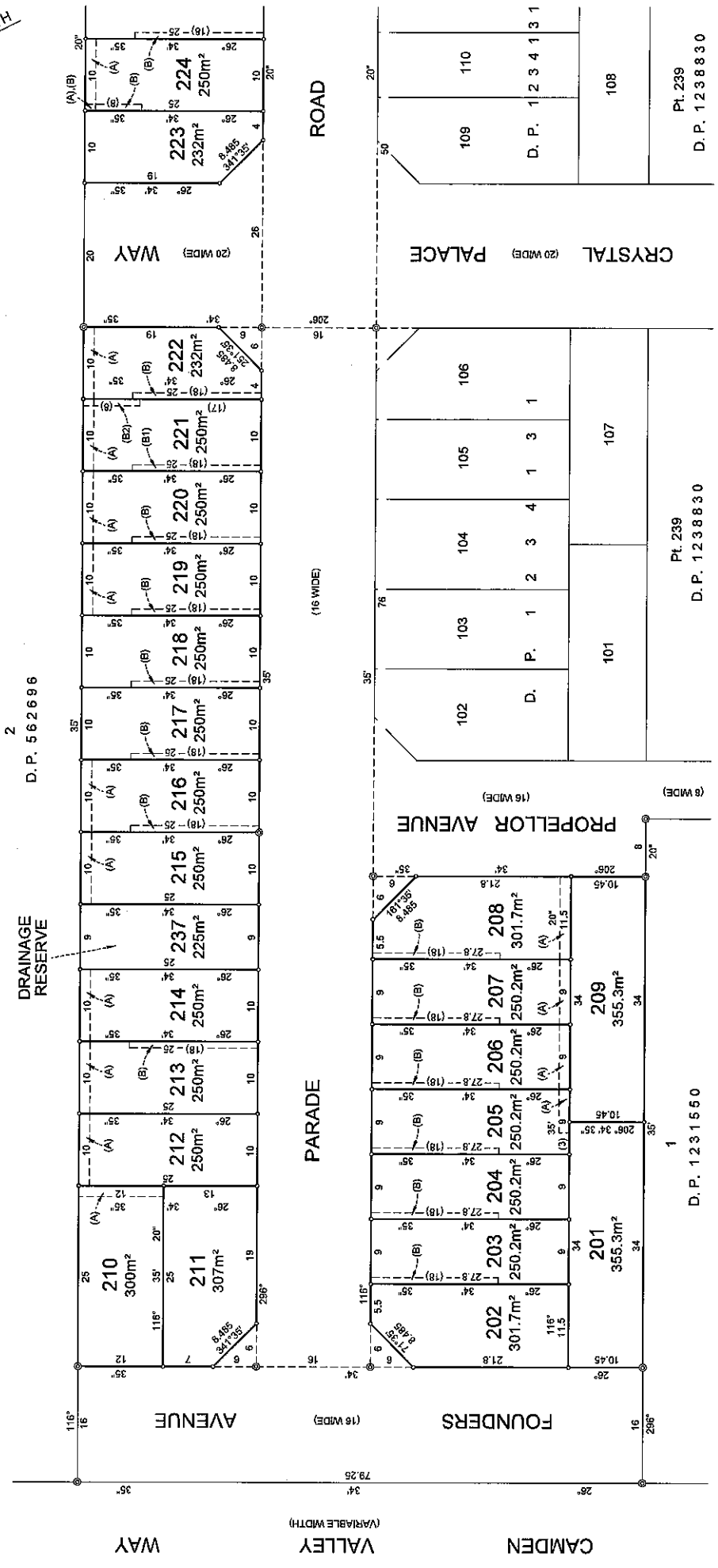
SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLUSE 35(1)(D) & 61(2)				
M.G.A. COORDINATES				
MARK	EASTING	NORTHING	CLASS	ORDER
P.M. 34084	238 332.113	6 239 695.942	B	2
P.M. 34085	238 332.552	6 239 286.113	B	2
P.M. 34095	238 966.471	6 239 344.030	B	2
S.S.M. 15690	238 631.811	6 238 445.881	B	2

M.G.A. COORDINATES ADJUSTED FROM S.C.I.M.S. AS AT
COMBINED SCALE FACTOR = 1.0000382 ZONE 95

<p>Surveyor: CRAIG DOUGLAS COGGINS</p> <p>Date of Survey:</p> <p>Surveyor's Ref: 5501-3</p> <p>Version C 4/11/2019</p> <p>"Exemption Policy 4"</p>	<p>PLAN OF SUBDIVISION OF LOTS 128, 129, 130 AND 131 IN D.P. 1234/131</p>	<p>LGA: LIVERPOOL</p> <p>Locality: LEPPINGTON</p> <p>Subdivision No:</p> <p>Lengths are in metres. Reduction Ratio 1:1500</p>	<p>Registered</p>	<p>DP 1258372</p>
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DRAFT

AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY, APPROVAL BY LIVERPOOL CITY COUNCIL AND PLAN REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.



(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
(B1) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
(B2) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE

Surveyor: CRAIG DOUGLAS COGGINS
Date of Survey:
Surveyor's Ref: 5501-3
Version G 4.11.2019
Exemption Policy 4

LGA: LIVERPOOL
Locality: LEPPINGTON
Subdivision No:
Lengths are in metres, Reduction Ratio 1:400

Registered

DP 1258372

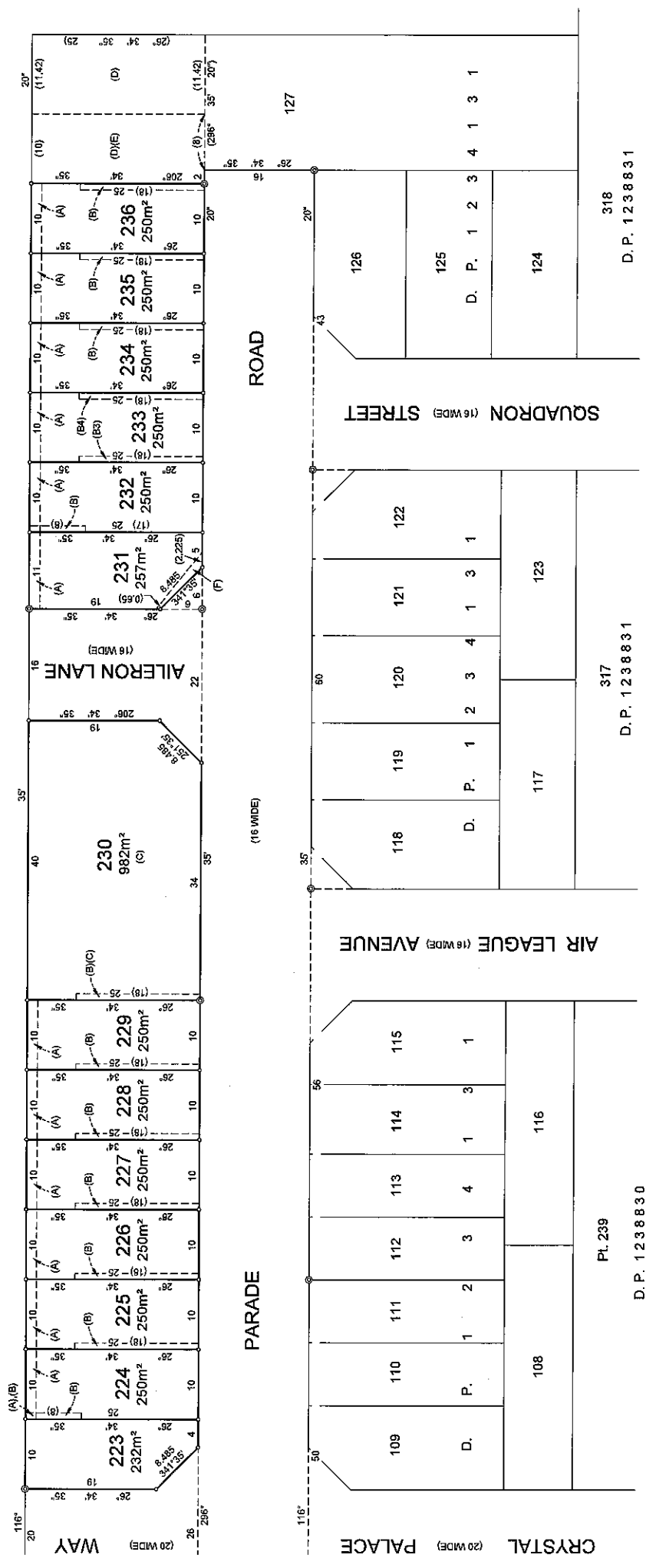
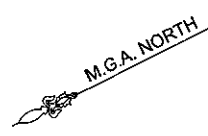


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AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY. APPROVAL BY LIVERPOOL CITY COUNCIL AND PLAN REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.

2

D.P. 562696



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
- (B3) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
- (B4) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
- (C) EASEMENT TO DRAIN WATER 1.5 WIDE (ENTIRE LOT)
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE (ENTIRE LOT)
- (E) BENEFIT BY (C)
- (F) EASEMENT TO DRAIN WATER VARIABLE WIDTH (D.P. 1234131)

Surveyor: CRAIG DOUGLAS COGGINS
Date of Survey: 131 IN D.P. 1234131
Surveyor's Ref: 5501-3
Version: 4.11.2019
Exemption Policy 4

PLAN OF SUBDIVISION OF LOTS 128, 129, 130 AND 131 IN D.P. 1234131

LGA: LIVERPOOL
Locality: LEPPINGTON
Subdivision No:
Lengths are in metres. Reduction Ratio 1:400

Registered

DP 1258372

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:			DP 1258372		
Title System:					
PLAN OF SUBDIVISION OF LOTS 128, 129, 130 AND 131 IN D.P. 1234131			LGA: LIVERPOOL Locality: LEPPINGTON Parish: MINTO County: CUMBERLAND		
Survey Certificate I, CRAIG DOUGLAS COGGINS of MEPSTEAD & ASSOCIATES PTY LTD PO BOX 22, THORNLEIGH 2120 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on . *(b) The part of the land shown in the plan (*being/*excluding **.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A'-'B' Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature: Dated: Surveyor Identification No: 8221 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		
Plans used in the preparation of survey/compilation. D.P. 1234131 <h1 style="text-align: center;">DRAFT</h1>			Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: LIVERPOOL CITY COUNCIL Date of endorsement: Subdivision Certificate number: File number: 533/2017 *Strike through if inapplicable.		
Surveyor's Reference: 5501-3 'Exemption Policy 4' Version B 1.11.2019			Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 128, 129,
130 AND 131 IN D.P. 1234131****DP 1258372**

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO CREATE;

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (B)
3. EASEMENT TO DRAIN WATER (ENTIRE LOT) (C)
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO RELEASE;

1. EASEMENT TO DRAIN WATER 9 WIDE (DP 1234131)

DRAFT

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 128, 129,
130 AND 131 IN D.P. 1234131**

DP 1258372

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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STREET ADDRESS SCHEDULE

Lot	Street Number	Street Name	Street Type	Locality
201		Founders	Avenue	Leppington
202		Parade	Road	Leppington
203		Parade	Road	Leppington
204		Parade	Road	Leppington
205		Parade	Road	Leppington
206		Parade	Road	Leppington
207		Parade	Road	Leppington
208		Parade	Road	Leppington
209		Propellor	Avenue	Leppington
210		Founders	Avenue	Leppington
211		Founders	Avenue	Leppington
212		Parade	Road	Leppington
213		Parade	Road	Leppington
214		Parade	Road	Leppington
215		Parade	Road	Leppington
216		Parade	Road	Leppington
217		Parade	Road	Leppington
218		Parade	Road	Leppington
219		Parade	Road	Leppington
220		Parade	Road	Leppington
221		Parade	Road	Leppington
222		Parade	Road	Leppington
223		Parade	Road	Leppington
224		Parade	Road	Leppington
225		Parade	Road	Leppington
226		Parade	Road	Leppington
227		Parade	Road	Leppington
228		Parade	Road	Leppington
229		Parade	Road	Leppington
230		Parade	Road	Leppington
231		Parade	Road	Leppington
232		Parade	Road	Leppington
233		Parade	Road	Leppington
234		Parade	Road	Leppington
235		Parade	Road	Leppington
236		Parade	Road	Leppington

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 128, 129,
130 and 131 IN D.P. 1234131****DP 1258372**

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by **CROWNLAND CAMDEN
VALLEY WAY PTY LTD** (ACN 614 981
190) in accordance with Section 127 of the
Corporations Act 2001

SIGNATURE OF AUTHORISED PERSON-----
NAME OF AUTHORISED PERSON
OFFICE HELD: SOLE DIRECTOR & SECRETARY**DRAFT**

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

Sheet 1 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

**Full name and address of
Proprietor of land:**

Crownland Camden Valley Way Pty Limited
PO Box R562
Royal Exchange NSW 1225

PART 1

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	205 206 207 208 210 212 213 214 215 216 219 220 221 222 224 225 226 227 228 229 231 232 233	201 201 201 201 211 210 and 211 210, 211 and 212 210, 211, 212 and 213 216 and 217 217 218 218 and 219 218, 219 and 220 218, 219, 220 and 221 223 223 and 224 223, 224 and 225 223 to 226 inclusive 223 to 227 inclusive 223 to 228 inclusive 232, 233, 234, 235, 236 and Part 127 in DP1234131 denoted (D) 233, 234, 235, 236 and Part 127 in DP1234131 denoted (D) 234, 235, 236 and Part 127 in DP1234131 denoted (D)

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

Sheet 2 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 1 (continued)

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	234 235 236	235,236 and Part 127 in DP1234131 denoted (D) 236 and Part 127 in DP1234131 denoted (D) Part 127 in DP1234131 denoted (D)
2	Easement for Maintenance and Access 0.9 wide (B)	203 204 205 206 207 208 213 216 217 218 219 220 221 (denoted B1) 221 (denoted B2) 222 224 225 226 227 228 229 230 232 233 (denoted B3) 233 (denoted B4) 234 235 236	202 203 204 205 206 207 214 215 216 217 218 219 220 222 221 223 224 225 226 227 228 229 231 232 234 235 236 Part 127 in DP1234131 denoted (E)

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

Sheet 3 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129, 130 and 131 in DP 1234131 covered by Subdivision Certificate No.

PART 1 (continued)

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
3	Easement to Drain Water (Entire Lot) (C)	230	Liverpool City Council
4	Restriction on the Use of Land	230	Liverpool City Council
5	Positive Covenant	230	Liverpool City Council
6	Restriction on the Use of Land	203 to 207 inclusive, 212 to 229 inclusive and 231 to 236 inclusive	Liverpool City Council
7	Restriction on the Use of Land	202, 208, 222, 223 and 231	Liverpool City Council
8	Restriction on the Use of Land	201 to 236 inclusive	Liverpool City Council
9	Restriction on the Use of Land	Each Lot, 201 to 209 inclusive and 231 to 236	Every other Lot, 201 to 209 inclusive and 231 to 236 inclusive
10	Restriction on the Use of Land	212 to 236 inclusive	Liverpool City Council

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

Sheet 4 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129, 130 and 131 in DP 1234131 covered by Subdivision Certificate No.

PART 1A

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 9 wide (DP1234131)	Lot 130 DP 1234131	Liverpool City Council

PART 2

1. Terms of Easement firstly referred to in abovementioned plan.

Terms of Easement to Drain Water as per Schedule 8 Part 3 of the Conveyancing Act 1919 as amended.

2. Terms of Easement secondly referred to in abovementioned plan.

2.1 The owner of the lot benefitted and persons authorised by him may:

(a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:

- (i) The lot benefitted;
- (ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise reasonably be carried out;

(b) Do anything reasonably necessary for that purpose including:

- (i) Entering into the lot burdened; and
- (ii) Taking anything onto the lot burdened; and
- (iii) Carrying out the necessary works.

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

Sheet 5 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129, 130 and 131 in DP 1234131 covered by Subdivision Certificate No.

PART 2 (continued)

- 2.2 In exercising the rights under this clause 1, the owner of the lot benefitted must:
- (a) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable; and
 - (b) Cause as little inconvenience to the owner and any occupier of the lot burdened; and
 - (c) Cause as little damage as practicable to the lot burdened and any improvement on it; and
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage.
- 2.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.
- 2.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and
- 2.5 The owner of the lot burdened and the owner of the lot benefitted acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Maintenance & Access and any dispute is a civil matter to be resolved with the relevant parties

The Authority having the right to release, vary or modify this easement is Liverpool City Council.

3. Terms of Easement thirdly referred to in abovementioned plan.

Terms of Easement to Drain Water as per Schedule 4A Part 3 of the Conveyancing Act 1919 as amended.

The Authority having the right to release, vary or modify this easement is The Liverpool City Council.

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

Sheet 6 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

4. Terms of Restriction fourthly referred to in abovementioned plan.

The Registered Proprietors(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as "the system") constructed and/or installed within the burdened lot, that they will not, without the prior and express written consent of the Authority benefited:

- 1) Do any act, matter or thing which would prevent the system from operating in safe and efficient manner.
- 2) Make or permit or suffer the making of any alterations or additions to the system.
- 3) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, "the system" means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. DA-533/2017 and as detailed on the plans Approved by Liverpool City Council as approved on Construction Certificate No. CCE-???/???? on ???/???/???? including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Liverpool Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lot hereby burdened.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

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

Sheet 7 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

5. Terms of Positive Covenant referred to fifthly in abovementioned plan.

- 1) The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as "the system") constructed and/or installed on the burdened lot, that they will:
 - a) Keep the system clean and free from silt, rubbish and debris
 - b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner and in accordance with the manufacturer's recommended requirements.
 - c) For the purposes of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d) Notify Council in writing after each programmed maintenance inspection.
 - e) Comply with the terms of any written notice issued by the Council to attend to any matters and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.
- 2) Pursuant to Section 88F(3) of the Act the Council shall have the following additional Powers to pursuant to this covenant:
 - a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

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

Sheet 8 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

5. Terms of Positive Covenant fifthly referred to in abovementioned plan (continued).

- b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
 - i) Any expense reasonably incurred by it in exercising its powers in sub-Paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, changes and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

- 3) This covenant shall bind all persons who are or claim under the registered Proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this positive covenant "the system" means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by the Development Consent No. DA-533/2017 and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. CCE-???/???? on ???/???/???? including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detail stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Liverpool City Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lot hereby burdened.

The Authority having the right to release, vary or modify this positive covenant is Liverpool City Council.

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

Sheet 9 of 13 sheets

Plan: Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

6. Terms of Restriction sixthly referred to in abovementioned plan.

No building shall be erected on the lot hereby burdened unless in accordance with controls set out in the Building Envelope Plans prepared by DKO Architecture (NSW) Pty Ltd, Project No. 11630, Sheets 1.1 to 1.16, Revision D, dated 01/08/2019 as approved by Land and Environment Court of NSW Judgement/Order Case number 2018/00340718 dated 30 October 2019 or as further modified and approved by Liverpool City Council.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

7. Terms of Restriction seventhly referred to in abovementioned plan.

No direct vehicle access shall be permitted to Parade Road from each lot burdened.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

8. Terms of Restriction eighthly referred to in abovementioned plan.

No building shall be erected on each lot burdened unless it is constructed in accordance with the sound insulation measure recommendations of the approved Traffic Noise Assessment Report (6193-1.1R Rev D, dated 11th July 2019) by Day Design Pty Ltd.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

9. Terms of Restriction ninthly referred to in abovementioned plan.

1. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
2. No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
3. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.

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

Sheet 10 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

9. Terms of Restriction ninthly referred to in abovementioned plan (continued).

4. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/ or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or be permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
5. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
6. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colourbond construction provided such colourbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colourbond fence shall be erected on any street frontage or within the front building setback line.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
8. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Crownland Camden Valley Way Pty Limited or its successors in title or assigns.

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

Sheet 11 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

9. Terms of Restriction ninthly referred to in abovementioned plan (continued).

9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved Crownland Camden Valley Way Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
10. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
11. No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.

10. Terms of Restriction tenthly referred to in abovementioned plan

No additional fill shall be placed over the proposed easement to drain water on the burdened lots. Finished levels as proposed in the plans prepared by Northrop Engineers, reference number 180704, revision 3, dated 02.07.19 shall be generally maintained and top of wall levels on the retaining wall shall not increase in height.

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

Sheet 12 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

Executed by **CROWNLAND CAMDEN
VALLEY WAY PTY LTD** (ACN 614 981
190) in accordance with Section 127 of the
Corporations Act 2001

SIGNATURE OF AUTHORISED PERSON

NAME OF AUTHORISED PERSON
OFFICE HELD: SOLE DIRECTOR & SECRETARY

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

Sheet 13 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

The Liverpool City Council by its authorised delegate pursuant to s.377 Local Government Act
1993 (name of delegate)

.....
(Signature of delegate)

.....
(Name of delegate)

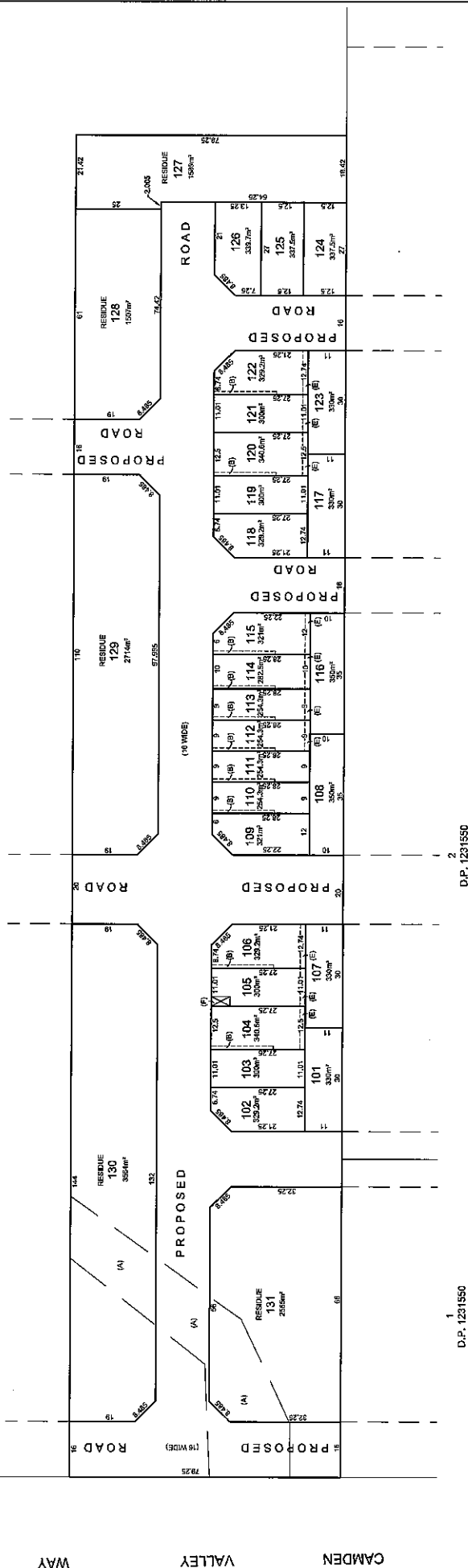
I certify that I am an eligible witness and that the delegate signed in my presence

.....
(Signature of Witness)

.....
(Name of Witness)

.....
(Address of Witness)

2
D.P. 562696



(A) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (A/R35606)
(TO BE RELEASED)
(B) - EASEMENT FOR ACCESS AND MAINTENANCE 0.9m WIDE
(C) - EASEMENT TO DRAIN WATER 1.0m WIDE
(D) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE

K	EASEMENT INFORMATION AMENDED	C.O.	307/19
I	EASEMENT INFORMATION INCLUDED	S.W.	1809/19
H	ADD EXTRA LOTS	S.W.	2432/19
G	ADD RESIDUE LOT	S.W.	1710/19
F	RETURN TO N/L ROAD POSITION	S.W.	2003/19
E	CHANGE TO LOT 10	L.B.	1212/17
D	MINOR ADJUSTMENT	L.B.	2006/17
C	BOUNDARY FIX	L.B.	0604/17
B	REMOVE LINES	S.W.	2303/17
A	FIRST ISSUE	S.W.	2102/17
N/A	AMENDMENT DISCONTINUED	S.W.	

STAGE ONE



mepstead
& ASSOCIATES
REGISTERED SURVEYORS AND

Sydney
104 Central Avenue, Thornleigh N.S.W. 2120
Phone 02 5875 4500 Fax 02 9875 4833

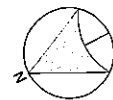
Postal
PO BOX 200, Pennant Hills N.S.W. 1715

Internet
me@lucod@macqslid.com.au

Designed:	Scale: 1:500
Drawn: S.W.	Datum: M.G.A.
Checked: S.W.	Date: 21/02/2017

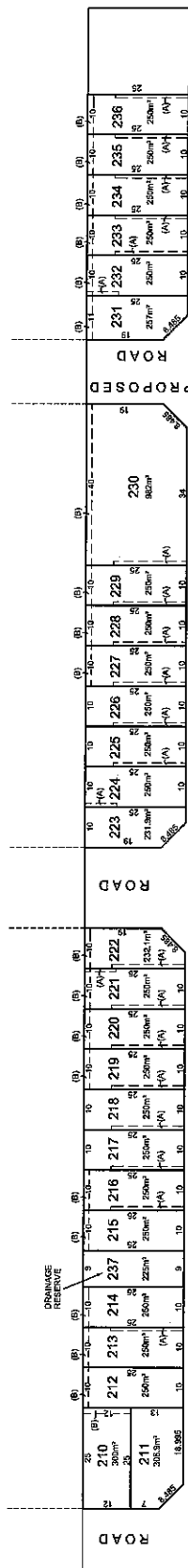
PLAN OF PROPOSED SUBDIVISION OF
LOT 1 IN D.P. 1231551 KNOWN AS

Dep. Mo.
5501-0101 N
Shed Mo, 1
of 1 sheets
Our Right



IMPORTANT NOTE
THIS PLAN IS PREPARED FOR A PROPOSED SUBDIVISION TO ACCORDANCE WITH THE SUBDIVISION ACT 1988 AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE DIMENSIONS, AREAS AND TOTAL NUMBER OF LOTS SHOWN HEREIN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE. ANY RELEVANT LEGISLATION, IN PARTICULAR, NO RELEVANT LEGISLATION, UNDER THE INFORMATION ON THIS PLAN FOR ANY FINANCIAL DEALINGS INVOLVING THE LAND SHOWN HEREIN. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE. FOR ANY PURPOSE, A FULL DIAL BEFORE YOU DO SEARCH MUST BE MADE BY CONTACTING DSD ON 041110101 OR WWW.1101.COM.AU.
THIS NOTE IS AN INTEGRAL PART OF THIS PLAN.

2
D.P. 582696



PROPOSED

(15 WIDE)

ROAD

127

PROPOSED

PROPOSED

PROPOSED

PROPOSED

ROAD

126

125

124

1
D.P. 1231550

2
D.P. 1231550

ROAD

123

122

121

120

119

118

117

116

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114

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(A) - EASEMENT FOR ACCESS AND MAINTENANCE 8.0m WIDE
(B) - EASEMENT TO DRAIN WATER 1.5m WIDE

No.	AMENDMENT DESCRIPTION	BY	DATE
P	EASEMENT INFORMATION AMENDED	C.G.	30/7/18
O	CREATE DRAINAGE RESERVE LOT 237	S.W.	25/9/18
N	ADD TWO LOTS TO STAGE	S.W.	11/6/19
M	AMENDED EASEMENT INFORMATION	S.W.	27/6/19
L	EASEMENT INFORMATION INCLUDED	S.W.	18/3/19
K	UPDATE ADJOINING INFORMATION	S.W.	26/2/19
J	REMOVE TWO LOTS	S.W.	17/10/18
I	RETURN TO L.P. ROAD PATTERN	S.W.	20/3/18
H	AMENDED DRAINAGE EASEMENT WIDTH	L.B.	12/10/17
G	AMEND LOTS 84-85/86/87/88/89/90/91/92/93/94	S.W.	24/2/17
F	ADD STEPS TO NORTHERN LOTS	S.W.	30/9/17
E	MINOR AMENDMENTS	L.B.	25/9/17
D	BOUNDARY FIX	L.B.	06/6/17
C	REMOVE LINES	S.W.	20/2/17
B	FIRST ISSUE	S.W.	21/07/17
A	AMENDMENT DESCRIPTION	BY	DATE

STAGE TWO

Prep. No.	582696.2	Scale	1:500	Project	Private: CROWNLAND CAMDEN VALLEY WAY PTY LTD
Drawn No.	582696.2	Drawn	M.G.A.	Drawn	M.G.A.
Check No.	582696.2	Check	S.W.	Check	S.W.
Rev. No.	582696.2	Rev.	L.O.A.	Rev.	L.O.A.
Rev. No.	582696.2	Rev.	L.O.A.	Rev.	L.O.A.

Project	Sydney	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513

Project	Sydney	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513

Project	Sydney	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513

Project	Sydney	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513
Project	101 Central Avenue, Thornleigh NSW 1513	Project	101 Central Avenue, Thornleigh NSW 1513

ANNEXURE "B"

REQUISITIONS ON TITLE

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Crownland Camden Valley Way Pty Ltd (ACN 164 981 190) (ABN 98 876 237 774)**
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

ANNEXURE "C"

GUARANTEE

GUARANTEE

Guarantee and Indemnity if Corporate Purchaser

If the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) then:

1. In consideration of the vendor and at the request and direction of:

(name)

(address)

and (name)

(address)

("the guarantors") agreeing to enter into this contract with the purchaser, the guarantors hereby jointly and severally irrevocably and unconditionally guarantee to the vendor the due and punctual payment to the vendor of all monies due to the vendor under this contract, and the punctual performance and observance by the purchaser of the provisions contained in this contract on the part of the purchaser to be paid, observed and performed.
2. If the purchaser does not pay any amount due to the vendor on time and in accordance with the terms of this contract, then the guarantors jointly and severally agree to pay those monies to the vendor on demand by the vendor.
3. The guarantors waive any rights they have of first requiring the vendor to proceed against or enforce any other right against the purchaser or any other person, including another of the guarantors, before making a claim against the guarantors under this guarantee and Indemnity.
4. The guarantors agree jointly and severally with the vendor to be liable for and to indemnify and keep indemnified the vendor from and against all actions, suits, claims, demands and losses which the vendor may incur or be liable for as a result of any default, act or omission on the part of the purchaser under this contract.
5. The vendor and the guarantors agree that this guarantee and indemnity is a continuing guarantee and indemnity which is unconditional and absolute in all circumstances and will remain in force until all monies payable under this guarantee and indemnity are paid.
6. The guarantors represent and warrant that:
 - (a) their obligations under this guarantee and indemnity are valid and binding;
 - (b) they do not enter into this guarantee and indemnity in the capacity as a trustee of any trust or settlement;
 - (c) they are natural persons over the age of 18 years; and
 - (d) they are directors of or substantial shareholders of the purchaser.
7. Until the guarantors' obligations under this guarantee and indemnity are fully discharged, the guarantors must not, without the vendor's prior written consent:
 - (a) make a claim or enforce a right against the purchaser or its property; or
 - (b) prove in competition with the vendor in any liquidation of the purchaser

8. This guarantee is an essential term of this contract.

SIGNED by

the guarantor in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name of Witness

SIGNED by

the guarantor in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name of Witness

SIGNED by

the guarantor in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name of Witness

SIGNED by

the guarantor in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name of Witness

ANNEXURE "D"

DISCLOSURE STATEMENT

Disclosure Statement – Off the Plan Contracts

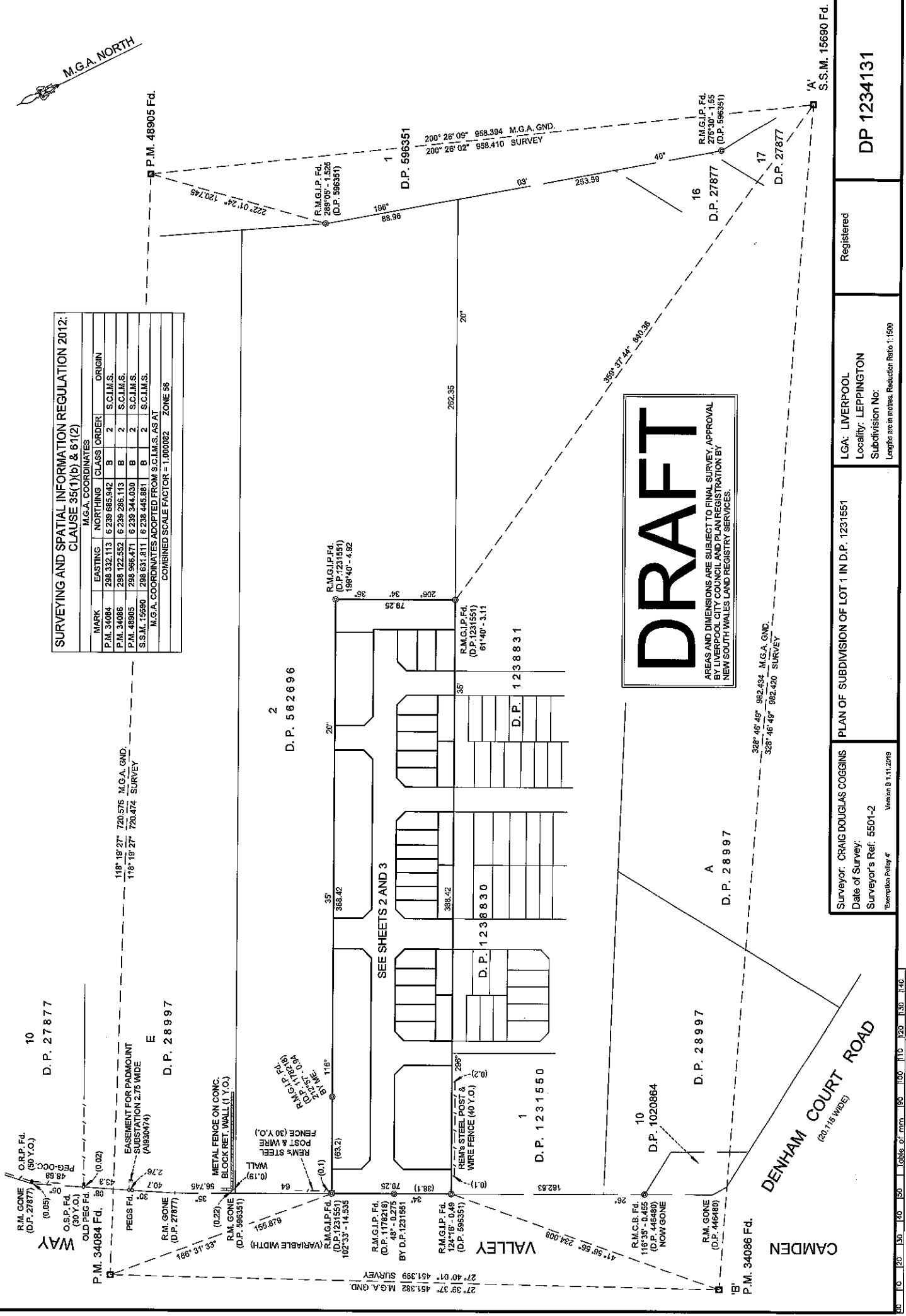
This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Crownland Camden Valley Way Pty Ltd (ACN 614 981 190) (ABN 98 876 237 774)
PROPERTY	Lot , 1342 camden Valley Way, Leppington NSW 2179

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type: Choose an item.

DETAILS					
Completion	21 days	Refer to clause(s):	37		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	38
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Notice to Complete fee – clause 37.2 Penalty Interest – clause 37.3 Cancelled or Re-arranged Settlement – clause 50		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA-533/2017		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	If registration of the Draft Deposited Plan is not registered by the Sunset Date – clause 38		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement



SURVEYING AND SPATIAL INFORMATION REGULATION 2012:
CLAUSE 35(1)(b) & 61(2)

M.G.A. COORDINATES				
MARK	EASTING	NORTHING	CLASS	ORDER
P.M. 34084	298 332.113	6 239 685.942	B	2
P.M. 34086	298 122.552	6 239 286.113	B	2
P.M. 48905	298 966.471	6 239 344.030	B	2
S.S.M. 15690	298 631.811	6 239 445.881	B	2

M.G.A. COORDINATES ADOPTED FROM S.C.I.M.S. AS AT
COMBINED SCALE FACTOR = 1.00002 ZONE 56

DRAFT

AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY, APPROVAL BY LIVERPOOL CITY COUNCIL AND PLAN REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.

Surveyor: CRAIG DOUGLAS COGGINS	LGA: LIVERPOOL	Registered
Date of Survey: 5501-2	Locality: LEPPINGTON	
Surveyor's Ref: 5501-2	Subdivision No:	
Version B 1.1.2019	Lengths are in metres. Reduction Ratio 1:500	

DP 1234131

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1231551

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1231551

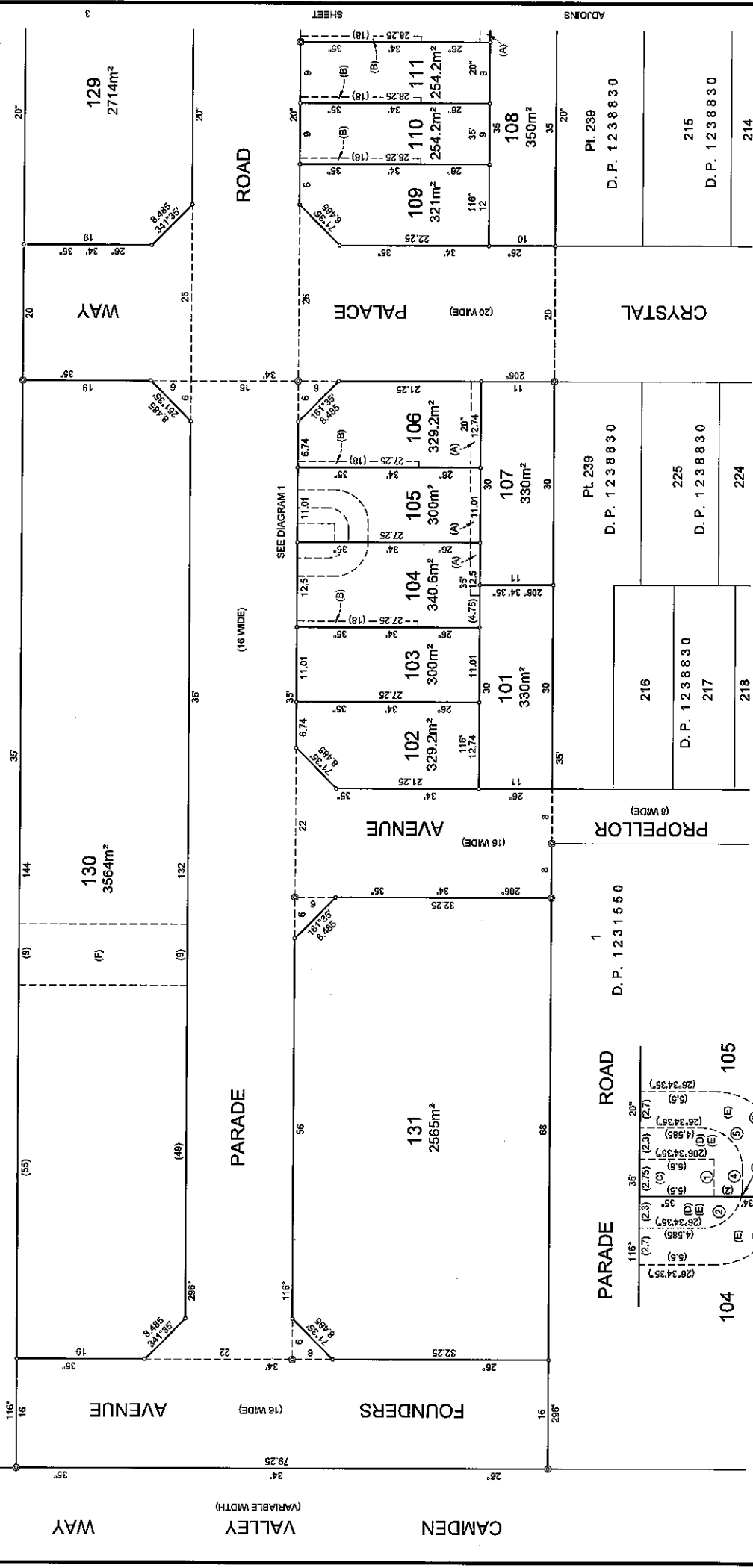
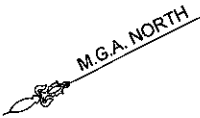
PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1231551

DRAFT

AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY APPROVAL
LIVERPOOL CITY COUNCIL AND PLAN REGISTRATION BY
NEW SOUTH WALES LAND REGISTRY SERVICES.

2
D.P. 562696

SHORT AND CURVED LINE SCHEDULE			
No.	BEARING	CHORD	RADIUS
1	295°35'20"	2.75	
2	168°19'23"	3.715	4.005
3	123°19'25"	0.705	0.705
4	118°35'20"	1.35	
5	71°34'35"	4.24	4.71
6	251°34'35"	7.07	7.85
7	341°34'35"	7.07	7.85



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR MAINTENANCE AND ACCESS 0.8 WIDE
- (C) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (D) RESTRICTION ON THE USE OF LAND
- (E) RESTRICTION ON THE USE OF LAND
- (F) EASEMENT TO DRAIN WATER 9 WIDE

DIAGRAM 1
Reduction Ratio 1:200

Surveyor: CRAIG DOUGLAS COGGINS
Date of Survey:
Surveyor's Ref: S501-2
Version B 1.1.2019
"Exemption Policy 4"

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1231551

LGA: LIVERPOOL
Locality: LEPPINGTON
Subdivision No:
Lengths are in metres, Reduction Ratio 1:400

Registered

DP 1234131

AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY, APPROVAL BY LIVERPOOL CITY COUNCIL AND PLAN REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.

2

(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH

Surveyor: CRAIG DOUGLAS COGGINS
Date of Survey:
Surveyor's Ref: 5501-2
Exemption Policy 4
Version B 1.11.2019

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1231551

LGA: LIVERPOOL
Locality: LEPPINGTON
Subdivision No:

Registered

DP 1234131



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP 1234131</p>	
<p>PLAN OF SUBDIVISION OF LOT 1 IN</p> <p>D.P. 1231551</p>	<p>LGA: LIVERPOOL</p> <p>Locality: LEPPINGTON</p> <p>Parish: MINTO</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, CRAIG DOUGLAS COGGINS of MEPSTEAD & ASSOCIATES PTY LTD PO BOX 22, THORNLEIGH 2120</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on .</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'A'-B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8221</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>D.P. 1231551</p> <p>D.P. 1238829</p> <p>D.P. 1238830</p> <p>D.P. 1238831</p> <p style="text-align: center; font-size: 2em;">DRAFT</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority: LIVERPOOL CITY COUNCIL</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number: 533/2017</p> <p>*Strike through if inapplicable.</p> <p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD;</p> <ol style="list-style-type: none"> FOUNDERS AVENUE 16 WIDE PARADE ROAD 16 WIDE PROPELLOR AVENUE 16 WIDE CRYSTAL PALACE WAY 20 WIDE AIR LEAGUE AVENUE 16 WIDE SQUADRON STREET 16 WIDE AILERON LANE 16 WIDE 	
<p>Surveyor's Reference: 5501-2 'Exemption Policy 4' Version B 1.11.2019</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 1 IN

D.P. 1231551

DP 1234131

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO CREATE;

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (B)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
4. RESTRICTION ON THE USE OF LAND (D)
5. RESTRICTION ON THE USE OF LAND (E)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. EASEMENT TO DRAIN WATER 9 WIDE (F)
11. EASEMENT TO DRAIN WATER VARIABLE WIDTH (G)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO RELEASE;

1. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH CREATED BY AH635698

DRAFT

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 1231551

DP 1234131

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

STREET ADDRESS SCHEDULE

Lot	Street Number	Street Name	Street Type	Locality
101		Propellor	Avenue	Leppington
102		Parade	Road	Leppington
103		Parade	Road	Leppington
104		Parade	Road	Leppington
105		Parade	Road	Leppington
106		Parade	Road	Leppington
107		Crystal Palace	Way	Leppington
108		Crystal Palace	Way	Leppington
109		Parade	Road	Leppington
110		Parade	Road	Leppington
111		Parade	Road	Leppington
112		Parade	Road	Leppington
113		Parade	Road	Leppington
114		Parade	Road	Leppington
115		Parade	Road	Leppington
116		Air League	Avenue	Leppington
117		Air League	Avenue	Leppington
118		Parade	Road	Leppington
119		Parade	Road	Leppington
120		Parade	Road	Leppington
121		Parade	Road	Leppington
122		Parade	Road	Leppington
123		Squadron	Street	Leppington
124		Squadron	Street	Leppington
125		Squadron	Street	Leppington
126		Squadron	Street	Leppington
127	Not Available	Parade	Road	Leppington
128	Not Available	Parade	Road	Leppington
129	Not Available	Parade	Road	Leppington
130	Not Available	Parade	Road	Leppington
131	Not Available	Parade	Road	Leppington

DRAFT

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 1231551****DP 1234131**

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by **CROWNLAND CAMDEN
VALLEY WAY PTY LTD** (ACN 614 981
190) in accordance with Section 127 of the
Corporations Act 2001

SIGNATURE OF AUTHORISED PERSON-----
NAME OF AUTHORISED PERSON
OFFICE HELD: SOLE DIRECTOR & SECRETARY**DRAFT**

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

Sheet 1 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

**Full name and address of
Proprietor of land:**

Crownland Camden Valley Way Pty Limited
PO Box R562
Royal Exchange NSW 1225

PART 1

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	104 105 106 112 113 114 115 120 121 122	101 101 101 108 108 108 108 117 117 117
2	Easement for Maintenance and Access 0.9 wide (B)	104 106 110 111 112 113 114 115 120 122	103 105 109 110 111 112 113 114 119 121
3	Easement for Padmount Substation 2.75 wide (C)	105	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

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

Sheet 2 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 1 (continued)

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
4	Restriction on the Use of Land (D)	Part 104 and 105 denoted (D)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
5	Restriction on the Use of Land (E)	Part 104 and 105 denoted (E)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
6	Restriction on the Use of Land	110 to 114 inclusive	Liverpool City Council
7	Restriction on the Use of Land	102, 106, 109, 115, 118 and 122	Liverpool City Council
8	Restriction on the Use of Land	101 to 126 inclusive	Liverpool City Council
9	Restriction on the Use of Land	Each Lot 101 to 126 inclusive	Every other Lot 101 to 126 inclusive
10	Easement to drain water 9 wide (F)	130	Liverpool City Council
11	Easement to drain water variable width (G)	128	Liverpool City Council

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

Sheet 3 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 1A

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement for Drainage of Water variable width created by AH635698	Lot 1 DP 1231551	Roads and Maritime Services

PART 2

1. Terms of Easement firstly referred to in abovementioned plan.

Terms of Easement to Drain Water as per Schedule 8 Part 3 of the Conveyancing Act 1919 as amended.

2. Terms of Easement secondly referred to in abovementioned plan.

2.1 The owner of the lot benefitted and persons authorised by him may:

(a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:

- (i) The lot benefitted;
- (ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise reasonably be carried out;

(b) Do anything reasonably necessary for that purpose including:

- (i) Entering into the lot burdened; and
- (ii) Taking anything onto the lot burdened; and
- (iii) Carrying out the necessary works.

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

Sheet 4 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

- 2.2 In exercising the rights under this clause 1, the owner of the lot benefitted must:
- (a) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable; and
 - (b) Cause as little inconvenience to the owner and any occupier of the lot burdened; and
 - (c) Cause as little damage as practicable to the lot burdened and any improvement on it; and
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage.
- 2.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.
- 2.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and
- 2.5 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Maintenance & Access and any dispute is a civil matter to be resolved with the relevant parties

The Authority having the right to release, vary or modify this easement is Liverpool City Council.

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

Sheet 5 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

3. Terms of Easement thirdly referred to in abovementioned plan.

The terms set out in Memorandum No AK104621 registered at Land Registry Services NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Terms of Easement to Drain Water as per Schedule 4A Part 3 of the Conveyancing Act 1919 as amended.

4. Terms of Restriction fourthly referred to in abovementioned plan.

1.0 Definitions:

1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

2.1 the external surface of the building erected within 1.5 metre from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

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

Sheet 6 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

4. Terms of Restriction fourthly referred to in abovementioned plan (continued).

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

5. Terms of Restriction fifthly referred to in abovementioned plan.

1.0 Definitions

1.1 erect includes construct, install, build and maintain.

1.2 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

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

Sheet 7 of 13 sheets

Plan: Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

5. Terms of Restriction fifthly referred to in abovementioned plan (continued).

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

6. Terms of Restriction sixthly referred to in abovementioned plan.

No building shall be erected on the lot hereby burdened unless in accordance with controls set out in the Building Envelope Plans prepared by DKO Architecture (NSW) Pty Ltd, Project No. 11630, Sheets 1.1 to 1.16, Revision D, dated 01/08/2019 as approved by Land and Environment Court of NSW Judgement/Order Case number 2018/00340718 dated 30 October 2019 or as further modified and approved by Liverpool City Council.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

7. Terms of Restriction seventhly referred to in abovementioned plan.

No direct vehicle access shall be permitted to Parade Road from each lot burdened.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

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

Sheet 8 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

8. Terms of Restriction eighthly referred to in abovementioned plan.

No building shall be erected on each lot burdened unless it is constructed in accordance with the sound insulation measure recommendations of the approved Traffic Noise Assessment Report (6193-1.1R Rev D, dated 11th July 2019) by Day Design Pty Ltd.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

9. Terms of Restriction ninthly referred to in abovementioned plan.

1. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
2. No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
3. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.
4. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/ or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or be permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
5. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.

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

Sheet 9 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

PART 2 (continued)

9. Terms of Restriction ninthly referred to in abovementioned plan (continued).

6. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colourbond construction provided such colourbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colourbond fence shall be erected on any street frontage or within the front building setback line.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
8. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Crownland Camden Valley Way Pty Limited or its successors in title or assigns.
9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved Crownland Camden Valley Way Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
10. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
11. No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.

10. Terms of Easements tenthly and eleventhly referred to in abovementioned plan

Terms of Easement to Drain Water as per Schedule 4A Part 3 of the Conveyancing Act 1919 as amended.

PART 2 (continued)

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

Sheet 10 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

Executed by **CROWNLAND CAMDEN
VALLEY WAY PTY LTD** (ACN 614 981
190) in accordance with Section 127 of the
Corporations Act 2001

SIGNATURE OF AUTHORISED PERSON

NAME OF AUTHORISED PERSON
OFFICE HELD: SOLE DIRECTOR & SECRETARY

PART 2 (continued)

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

Sheet 11 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

Signed in my presence by
Bernard J MILLS
who is personally known to me

Executed for the Roads and Maritime
Services by its Delegate
Bernard J MILLS
pursuant to delegation
Book 4623 No. 148

.....
Signature of Witness

.....
Name of Witness
(BLOCK LETTERS)

Roads and Maritime Services
27-31 Argyle Street
Property Services
PARRAMATTA, NSW 2150

.....
Director Property and Acquisitions
Roads and Maritime Services

PART 2 (continued)

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

Sheet 12 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

I certify that the attorney signed this
instrument in my presence.

Signed by the attorney named below who
signed this instrument pursuant to the
power of attorney specified for **Endeavour
Energy Network Asset Partnership (ABN
30 586 412 717)** on behalf of **Epsilon
Distribution Ministerial Holding
Corporation (ABN 59 253 130 878)**
pursuant to section 36 of the *Electricity
Network Assets (Authorised Transactions)
Act 2015* (NSW)

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:
Simon Lawton

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney:
Book 4754 No 482

Signing on behalf of:
Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

Date of signature:

PART 2 (continued)

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

Sheet 13 of 13 sheets

Plan:

Plan of subdivision of Lot 1
in DP 1231551 covered by
Subdivision Certificate No.

The Liverpool City Council by its authorised delegate pursuant to s.377 Local Government Act
1993 (name of delegate)

.....
(Signature of delegate)

.....
(Name of delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

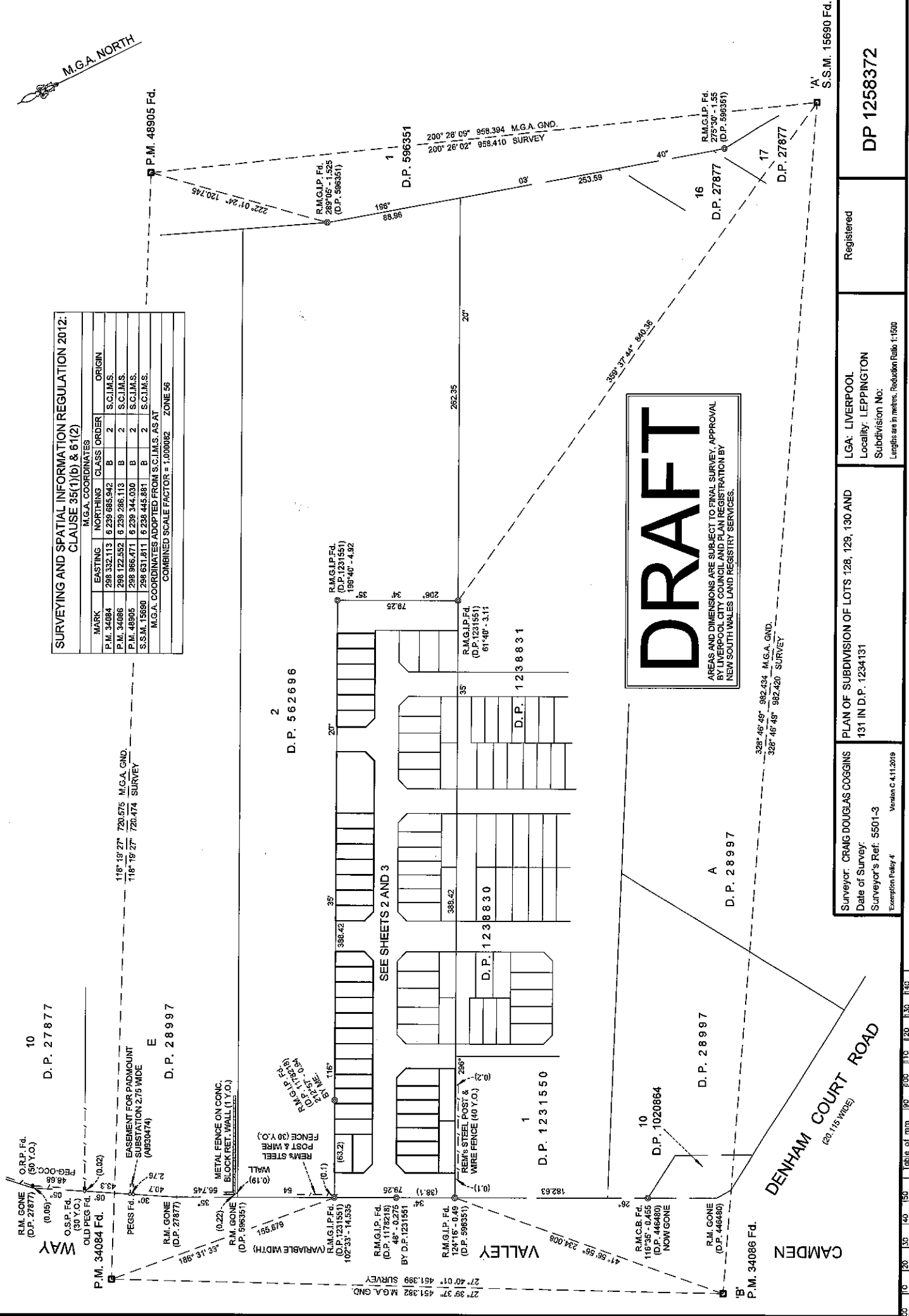
.....
(Signature of Witness)

.....
(Name of Witness)

.....
(Address of Witness)

**SURVEYING AND SPATIAL INFORMATION REGULATION 2012:
CLAUSE 35(1)(b) & 61(2)**

M.G.A. COORDINATES				
MARK	EASTING	NORTHING	CLASS	ORDER
P.M. 34084	298 332.113	6 239 685.942	B	2
P.M. 34086	298 122.552	6 239 286.113	B	2
P.M. 48905	298 966.471	6 239 344.030	B	2
S.S.M. 15690	298 631.811	6 238 445.881	B	2
M.G.A. COORDINATES ADOPTED FROM S.C.I.M.S. AS AT				
COMBINED SCALE FACTOR = 1.000082 ZONE 56				



DRAFT

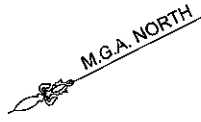
AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY, APPROVAL BY LIVERPOOL CITY COUNCIL AND FINAL REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.

Surveyor: CRAIG DOUGLAS COGGINS	LGA: LIVERPOOL	Registered
Date of Survey: 131 IN D.P. 1234131	Locality: LEPPINGTON	
Surveyor's Ref: 5501-3	Subdivision No:	
Exemption Policy 4	Lengths are in metres. Reduction Ratio 1:1500	

DP 1258372

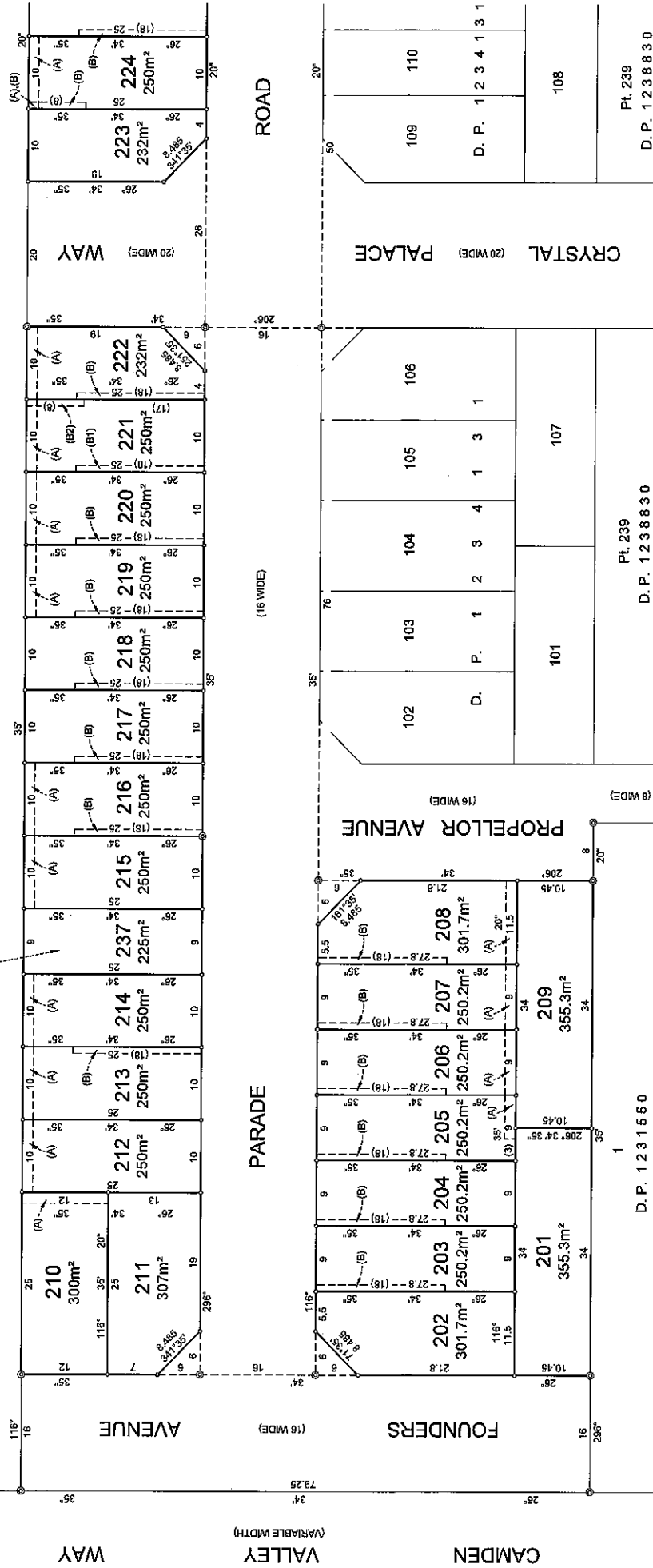
DRAFT

AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY, APPROVAL BY LIVERPOOL CITY COUNCIL AND REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.



2
D.P. 562696

DRAINAGE
RESERVE



(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT FOR MAINTENANCE AND ACCESS 0.5 WIDE
(B1) EASEMENT FOR MAINTENANCE AND ACCESS 0.5 WIDE
(B2) EASEMENT FOR MAINTENANCE AND ACCESS 0.5 WIDE

Surveyor: CRAIG DOUGLAS COGGINS
Date of Survey:
Surveyor's Ref: 5501-3
Version: C 4.11.2019
Exemption Policy 4

PLAN OF SUBDIVISION OF LOTS 128, 129, 130 AND
131 IN D.P. 1234131

LGA: LIVERPOOL
Locality: LEPPINGTON
Subdivision No:
Lengths are in metres, Reduction Ratio 1:400

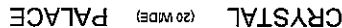
Registered

DP 1258372

AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY, APPROVAL BY LIVERPOOL CITY COUNCIL AND PLAN REGISTRATION BY NEW SOUTH WALES LAND REGISTRY SERVICES.

N

M.G.A. NORTH



(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
(B3) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
(B4) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE
(C) EASEMENT TO DRAIN WATER 1.5 WIDE (ENTIRE LOT)
(D) BENEFITED BY (A)
(E) BENEFITED BY (B)
(F) EASEMENT TO DRAIN WATER VARIABLE WIDTH (D.P. 1234131)

PLAN OF SUBDIVISION OF LOTS 128, 129, 130 AND
131 IN D.P. 1234131

Surveyor: CRAIG DOUGLAS COGGINS
Date of Survey:
Surveyor's Ref: 5501-3
Exemption Policy 4
Version C 4.11.2019

LGA: LIVERPOOL
Locality: LEPPINGTON
Subdivision No:

Registered

DP 1258372

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP 1258372</p>	
<p>PLAN OF SUBDIVISION OF LOTS 128, 129, 130 AND 131 IN D.P. 1234131</p>	<p>LGA: LIVERPOOL</p> <p>Locality: LEPPINGTON</p> <p>Parish: MINTO</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, CRAIG DOUGLAS COGGINS of MEPSTEAD & ASSOCIATES PTY LTD PO BOX 22, THORNLEIGH 2120</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on .</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A'-'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8221 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority: LIVERPOOL CITY COUNCIL</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number: 533/2017</p> <p>*Strike through if inapplicable.</p>	
<p>Plans used in the preparation of survey/compilation. D.P. 1234131</p> <p style="text-align: center; font-size: 2em;">DRAFT</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE LOT 237 TO THE PUBLIC AS PUBLIC RESERVE</p>	
<p>Surveyor's Reference: 5501-3 'Exemption Policy 4' Version B 1.11.2019</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 128, 129,
130 AND 131 IN D.P. 1234131****DP 1258372**

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO CREATE;

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (B)
3. EASEMENT TO DRAIN WATER (ENTIRE LOT) (C)
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO RELEASE;

1. EASEMENT TO DRAIN WATER 9 WIDE (DP 1234131)

DRAFT

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 128, 129,
130 AND 131 IN D.P. 1234131**

DP 1258372

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

DRAFT

STREET ADDRESS SCHEDULE

Lot	Street Number	Street Name	Street Type	Locality
201		Founders	Avenue	Leppington
202		Parade	Road	Leppington
203		Parade	Road	Leppington
204		Parade	Road	Leppington
205		Parade	Road	Leppington
206		Parade	Road	Leppington
207		Parade	Road	Leppington
208		Parade	Road	Leppington
209		Propellor	Avenue	Leppington
210		Founders	Avenue	Leppington
211		Founders	Avenue	Leppington
212		Parade	Road	Leppington
213		Parade	Road	Leppington
214		Parade	Road	Leppington
215		Parade	Road	Leppington
216		Parade	Road	Leppington
217		Parade	Road	Leppington
218		Parade	Road	Leppington
219		Parade	Road	Leppington
220		Parade	Road	Leppington
221		Parade	Road	Leppington
222		Parade	Road	Leppington
223		Parade	Road	Leppington
224		Parade	Road	Leppington
225		Parade	Road	Leppington
226		Parade	Road	Leppington
227		Parade	Road	Leppington
228		Parade	Road	Leppington
229		Parade	Road	Leppington
230		Parade	Road	Leppington
231		Parade	Road	Leppington
232		Parade	Road	Leppington
233		Parade	Road	Leppington
234		Parade	Road	Leppington
235		Parade	Road	Leppington
236		Parade	Road	Leppington

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 128, 129,
130 and 131 IN D.P. 1234131****DP 1258372**

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by **CROWNLAND CAMDEN
VALLEY WAY PTY LTD** (ACN 614 981
190) in accordance with Section 127 of the
Corporations Act 2001

SIGNATURE OF AUTHORISED PERSON-----
NAME OF AUTHORISED PERSON
OFFICE HELD: SOLE DIRECTOR & SECRETARY**DRAFT**

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

Sheet 1 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

**Full name and address of
Proprietor of land:**

Crownland Camden Valley Way Pty Limited
PO Box R562
Royal Exchange NSW 1225

PART 1

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	205 206 207 208 210 212 213 214 215 216 219 220 221 222 224 225 226 227 228 229 231 232 233	201 201 201 201 211 210 and 211 210, 211 and 212 210, 211, 212 and 213 216 and 217 217 218 218 and 219 218, 219 and 220 218, 219, 220 and 221 223 223 and 224 223, 224 and 225 223 to 226 inclusive 223 to 227 inclusive 223 to 228 inclusive 232, 233, 234, 235, 236 and Part 127 in DP1234131 denoted (D) 233, 234, 235, 236 and Part 127 in DP1234131 denoted (D) 234, 235, 236 and Part 127 in DP1234131 denoted (D)

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

Sheet 2 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 1 (continued)

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	234 235 236	235,236 and Part 127 in DP1234131 denoted (D) 236 and Part 127 in DP1234131 denoted (D) Part 127 in DP1234131 denoted (D)
2	Easement for Maintenance and Access 0.9 wide (B)	203 204 205 206 207 208 213 216 217 218 219 220 221 (denoted B1) 221 (denoted B2) 222 224 225 226 227 228 229 230 232 233 (denoted B3) 233 (denoted B4) 234 235 236	202 203 204 205 206 207 214 215 216 217 218 219 220 222 221 223 224 225 226 227 228 229 231 232 234 235 236 Part 127 in DP1234131 denoted (E)

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

Sheet 3 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129, 130 and 131 in DP 1234131 covered by Subdivision Certificate No.

PART 1 (continued)

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
3	Easement to Drain Water (Entire Lot) (C)	230	Liverpool City Council
4	Restriction on the Use of Land	230	Liverpool City Council
5	Positive Covenant	230	Liverpool City Council
6	Restriction on the Use of Land	203 to 207 inclusive, 212 to 229 inclusive and 231 to 236 inclusive	Liverpool City Council
7	Restriction on the Use of Land	202, 208, 222, 223 and 231	Liverpool City Council
8	Restriction on the Use of Land	201 to 236 inclusive	Liverpool City Council
9	Restriction on the Use of Land	Each Lot, 201 to 209 inclusive and 231 to 236	Every other Lot, 201 to 209 inclusive and 231 to 236 inclusive
10	Restriction on the Use of Land	212 to 236 inclusive	Liverpool City Council

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

Sheet 4 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 1A

Number of item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 9 wide (DP1234131)	Lot 130 DP 1234131	Liverpool City Council

PART 2

1. Terms of Easement firstly referred to in abovementioned plan.

Terms of Easement to Drain Water as per Schedule 8 Part 3 of the Conveyancing Act
1919 as amended.

2. Terms of Easement secondly referred to in abovementioned plan.

2.1 The owner of the lot benefitted and persons authorised by him may:

(a) With prior reasonable notice given to the owner or occupier of a lot burdened, use
the easement site for the purpose of carrying out necessary work (including
construction, maintenance and repair) on:

- (i) The lot benefitted;
- (ii) Any structure constructed or to be constructed by the owner of the lot
benefitted, which cannot otherwise reasonably be carried out;

(b) Do anything reasonably necessary for that purpose including:

- (i) Entering into the lot burdened; and
- (ii) Taking anything onto the lot burdened; and
- (iii) Carrying out the necessary works.

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

Sheet 5 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

- 2.2 In exercising the rights under this clause 1, the owner of the lot benefitted must:
- (a) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable; and
 - (b) Cause as little inconvenience to the owner and any occupier of the lot burdened; and
 - (c) Cause as little damage as practicable to the lot burdened and any improvement on it; and
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage.
- 2.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.
- 2.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and
- 2.5 The owner of the lot burdened and the owner of the lot benefitted acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Maintenance & Access and any dispute is a civil matter to be resolved with the relevant parties

The Authority having the right to release, vary or modify this easement is Liverpool City Council.

3. Terms of Easement thirdly referred to in abovementioned plan.

Terms of Easement to Drain Water as per Schedule 4A Part 3 of the Conveyancing Act 1919 as amended.

The Authority having the right to release, vary or modify this easement is The Liverpool City Council.

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

Sheet 6 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129, 130 and 131 in DP 1234131 covered by Subdivision Certificate No.

PART 2 (continued)

4. Terms of Restriction fourthly referred to in abovementioned plan.

The Registered Proprietors(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as "the system") constructed and/or installed within the burdened lot, that they will not, without the prior and express written consent of the Authority benefited:

- 1) Do any act, matter or thing which would prevent the system from operating in safe and efficient manner.
- 2) Make or permit or suffer the making of any alterations or additions to the system.
- 3) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, "the system" means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. DA-533/2017 and as detailed on the plans Approved by Liverpool City Council as approved on Construction Certificate No. CCE-???/???? on ??/??/???? including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Liverpool Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lot hereby burdened.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

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

Sheet 7 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

5. Terms of Positive Covenant referred to fifthly in abovementioned plan.

- 1) The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as "the system") constructed and/or installed on the burdened lot, that they will:
 - a) Keep the system clean and free from silt, rubbish and debris
 - b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner and in accordance with the manufacturer's recommended requirements.
 - c) For the purposes of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - d) Notify Council in writing after each programmed maintenance inspection.
 - e) Comply with the terms of any written notice issued by the Council to attend to any matters and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.
- 2) Pursuant to Section 88F(3) of the Act the Council shall have the following additional Powers to pursuant to this covenant:
 - a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

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

Sheet 8 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129, 130 and 131 in DP 1234131 covered by Subdivision Certificate No.

PART 2 (continued)

5. Terms of Positive Covenant fifthly referred to in abovementioned plan (continued).

b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

i) Any expense reasonably incurred by it in exercising its powers in sub-Paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, changes and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

3) This covenant shall bind all persons who are or claim under the registered Proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this positive covenant "the system" means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by the Development Consent No. DA-533/2017 and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. CCE-????/???? on ???/???/???? including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Liverpool City Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lot hereby burdened.

The Authority having the right to release, vary or modify this positive covenant is Liverpool City Council.

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

Sheet 9 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

6. Terms of Restriction sixthly referred to in abovementioned plan.

No building shall be erected on the lot hereby burdened unless in accordance with controls set out in the Building Envelope Plans prepared by DKO Architecture (NSW) Pty Ltd, Project No. 11630, Sheets 1.1 to 1.16, Revision D, dated 01/08/2019 as approved by Land and Environment Court of NSW Judgement/Order Case number 2018/00340718 dated 30 October 2019 or as further modified and approved by Liverpool City Council.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

7. Terms of Restriction seventhly referred to in abovementioned plan.

No direct vehicle access shall be permitted to Parade Road from each lot burdened.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

8. Terms of Restriction eighthly referred to in abovementioned plan.

No building shall be erected on each lot burdened unless it is constructed in accordance with the sound insulation measure recommendations of the approved Traffic Noise Assessment Report (6193-1.1R Rev D, dated 11th July 2019) by Day Design Pty Ltd.

The Authority having the right to release, vary or modify this restriction is Liverpool City Council.

9. Terms of Restriction ninthly referred to in abovementioned plan.

1. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
2. No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
3. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.

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

Sheet 10 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

9. Terms of Restriction ninthly referred to in abovementioned plan (continued).

4. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/ or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or be permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
5. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
6. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colourbond construction provided such colourbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colourbond fence shall be erected on any street frontage or within the front building setback line.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
8. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Crownland Camden Valley Way Pty Limited or its successors in title or assigns.

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

Sheet 11 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

9. Terms of Restriction ninthly referred to in abovementioned plan (continued).

9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved Crownland Camden Valley Way Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
10. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
11. No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.

10. Terms of Restriction tenthly referred to in abovementioned plan

No additional fill shall be placed over the proposed easement to drain water on the burdened lots. Finished levels as proposed in the plans prepared by Northrop Engineers, reference number 180704, revision 3, dated 02.07.19 shall be generally maintained and top of wall levels on the retaining wall shall not increase in height.

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

Sheet 12 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

Executed by **CROWNLAND CAMDEN
VALLEY WAY PTY LTD** (ACN 614 981
190) in accordance with Section 127 of the
Corporations Act 2001

SIGNATURE OF AUTHORISED PERSON

NAME OF AUTHORISED PERSON
OFFICE HELD: SOLE DIRECTOR & SECRETARY

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

Sheet 13 of 13 sheets

Plan:

Plan of subdivision of Lots 128, 129,
130 and 131 in DP 1234131 covered
by Subdivision Certificate No.

PART 2 (continued)

The Liverpool City Council by its authorised delegate pursuant to s.377 Local Government Act
1993 (name of delegate)

.....
(Signature of delegate)

.....
(Name of delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

.....
(Signature of Witness)


.....
(Name of Witness)

.....
(Address of Witness)

[illegible]

Scale 1600 (A1) 0 12 24 36 48 60 mm/m

[illegible]



**mepstead
& ASSOCIATES**

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104 Daint Avenue, Thornhill NSW 2126
Phone 02 9575 5030 Fax 02 9575 4853

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PO BOX 108, Penrith NSW 1505, 1795

Internet
www.mepstead.com.au
mepstead@mepstead.com.au

Checklist
Drawing: S.W.
Contractor: S.W.
Easting: 2108297.01
N.G.P.: MGRD2011

Project
Proposed: CROWNLAND CAMDEN VALLEY WAY PTY LTD

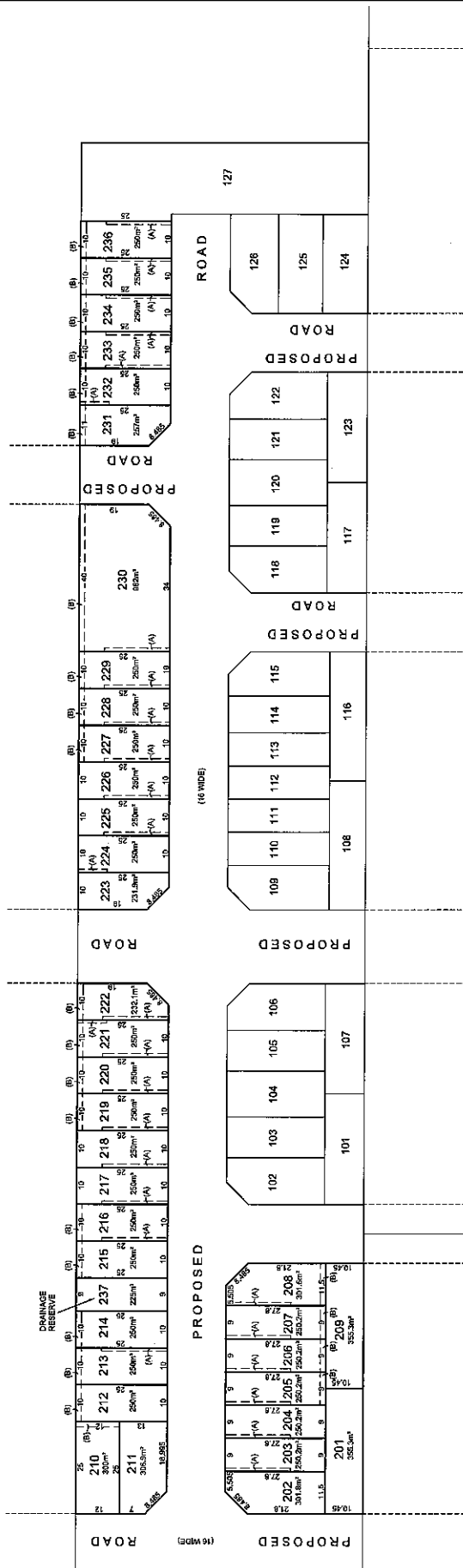
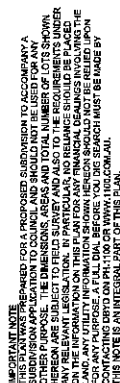
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Datum: M.G.A.
Easting: 2108297.01

Site No.
55-55-55-55

Plan of Proposed Subdivision of Lot 11 in D.P. 1321651 KNOWN AS No. 1342 CAMDEN VALLEY LEPPINGTON

Our Ref.
5501

Our Date
5501




2
D.P. 1231550

1
D.P. 1231550

(A) - EASEMENT FOR ACCESS AND MAINTENANCE 0.9m WIDE
(B) - EASEMENT TO DRAIN WATER 1.5m WIDE

P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	JL	JM	JN	JO	JP	JQ	JR	JS	JT	JU	JV	JW	JX	JY	JZ	KA	KB	KC	KD	KE	KF	KG	KH	KI	KJ	KK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	XG	XH	XI	XJ	XK	XL	XM	XN	XO	XP	XQ	XR	XS	XT	XU	XV	XW	XX	XY	XZ	YA	YB	YC	YD	YE	YF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR
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STAGE TWO



mepstead & ASSOCIATES

REGISTERED SURVEYORS AND
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 Australia
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www.mepstead.com.au

Declined	Specs. 1520	Proposed	Crownland Camden Valley Way Pty Ltd	Plan No. 556-15000-2	Sheet No. 1
Drains. S.W.	Drains. M.S.A.	Plan of Proposed Subdivision of Lots 128, 129, 130 & 131 in a Subdivision of Lot 1 in DP 2231551			for the
Chemical. S.W.	Chemical. S.W.	Zone 2/10/20/21			for the
		LG/LA LIVERPOOL			for the
					5501