

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 AUSTRAL PTY LIMITED (ACN 611 846 998) Suite 301, Level 3, 87-95 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:292874
date for completion	See Special Condition 37	
land (address, plan details and title reference)	LOT [], 60-66 GURNER AVENUE, AUSTRAL NSW 2179 Lot [] in an unregistered plan which is part of Lot 2 in Deposited Plan 1243351 and Lot 4 in Deposited Plan 1243352 Folio Identifiers Part 2/1243351 & 4/1243352 <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"/> built-in wardrobes <input type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input type="checkbox"/> dishwasher <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input type="checkbox"/> other:	<input type="checkbox"/> light fittings <input type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer	email:		phone fax ref	
price	\$		inclusive of GST	
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 AUSTRAL PTY LIMITED ATF CROWN TRUST 28

Supplier's ABN: 64 556 736 900

Supplier's GST branch number (if applicable):

Supplier's business address: Suite 301, Level 3, 87-95 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%

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

SECTION 66W CERTIFICATE

I, _____
of _____,
Solicitor/Licensed Conveyancer, certify as follows:

- (a) * I am a Solicitor currently admitted to practise in New South Wales.
- * I am a Conveyancer licensed under the *Conveyancers Licensing Act 2003* to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as Lot [____], **60-66 Gurner Avenue, Austral** from **Crownland Austral Pty Limited ACN 611 846 998** (as Vendor) to _____ (as Purchaser/s) in order that there be no cooling off period in relation to that contract.
- (c) I do not act for the Vendor and am not employed in the legal or conveyancing practice of a Solicitor or Conveyancer acting for the Vendor nor am I a member or employee of a firm of which a Solicitor or Conveyancer acting for the Vendor is a member or employee.
- (d) I have explained to the Purchasers:
- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate; and
- (iii) the effect of giving this certificate to the Vendor, that is, that under Section 66S of the *Conveyancing Act* there be no cooling off period in relation to that contract.

DATED this day of 2020.

Signature _____

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, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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 by a party</i> ;
<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 <i>party</i> ;
<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 <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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 this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is 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 –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *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*.

SPECIAL CONDITIONS

DEFINITION AND INTERPRETATIONS.....	3
34. PURCHASERS REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS.....	6
35. VENDOR DISCLOSURE.....	7
36. COVENANTS AND EASEMENTS	9
37. COMPLETION.....	9
38. EXTENSION TO SUNSET DATE	10
39. ADJUSTMENTS OF RATES AND TAXES.....	10
40. PERSONAL GUARANTEE.....	10
41. FIRB APPROVAL.....	10
42. SERVICES	11
43. TRANSFER.....	11
44. SELLING AND LEASING ACTIVITIES.....	11
45. CAVEAT	11
46. WARRANTY BY PURCHASER WITH RESPECT TO CREDIT	12
47. INVESTMENT OF DEPOSIT.....	12
48. BANK GUARANTEE	12
49. REQUISITIONS	13
50. CANCELLED OR RE-ARRANGED SETTLEMENT	14
51. RIGHT OF RESCISSION.....	14
52. NO SEPARATE SECTION 10.7 CERTIFICATE	14
53. NO SEPARATE DRAINAGE DIAGRAM	14
54. DOCUMENTS ATTACHED TO THIS CONTRACT	15

55.	CONFIDENTIALITY.....	15
56.	GST.....	15
57.	RESALE PRIOR TO COMPLETION	16
58.	TRANSFER OF PROPERTY FROM THE VENDOR TO A NEW VENDOR	16
59.	ELECTRONIC CONVEYANCING	17
60.	MISCELLANEOUS	18
61.	LIMITATION OF LIABILITY	18

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) **"BEP"** means the building envelope plans annexed to this Contract and marked "E";
- (c) **"BEP Lots"** means lots 329-333 and 348-552 in the Draft Deposited Plan as shown on the BEP;
- (d) **"Claim"** means and includes any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action and claim for compensation;
- (e) **"Completion Date"** means the due date for completion as specified in special condition 37;
- (f) **"Contract"** means this contract for sale between the Vendor and Purchaser in respect of the Property;
- (g) **"Council"** means Liverpool City Council;
- (h) **"Conveyancing Transaction"** means a transaction carried out in accordance with clause 59;
- (i) **"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;
- (j) **"Default Rate"** means 10% per annum;
- (k) **"Deposit"** means an amount equivalent to ten per cent (10%) of the purchase price set out on the front page of this Contract;
- (l) **"Disclosure Statement"** means the disclosure statement required pursuant to section 66ZM of the Conveyancing Act 1919 and annexed to this Contract and marked "D".
- (m) **"Draft Deposited Plan"** means the draft deposited plan of subdivision annexed to this Contract and marked "A";
- (n) **"Draft Sewer Plan"** means the draft sewer plan annexed to this Contract and marked "F";
- (o) **"Development"** means the development to be carried out by the Vendor on the Development Site in accordance with the Development Approval;
- (p) **"Development Approval"** means the development consent DA-147/2018 as varied, modified or replaced from time to time;
- (q) **"Development Site"** means the whole of the land comprised in certificate of title folio identifier 2/1243351 and 4/1243352;
- (r) **"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;
- (s) **"GST"** means the goods and services tax under the GST Act;

- (t) **"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;
- (u) **"LRS"** means the NSW Land Registry Services;
- (v) **"President"** means the President or other senior office bearer of the Australian Institute of Architects;
- (w) **"Price"** means the purchase price set out on the front page of this Contract;
- (x) **"Property"** means the Lot the subject of this Contract;
- (y) **"Registration"** means registration of the Draft Deposited Plan with LRS;
- (z) **"Registration Notice"** means a notice served by the Vendor notifying the Purchaser that the Draft Deposited Plan has been registered;
- (aa) **"Regulations"** means the *Conveyancing (Sale of Land) Regulations 2017* as amended from time to time;
- (bb) **"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;
- (cc) **"Requisitions on Title"** means the requisitions on title annexed to this Contract and marked "B";
- (dd) **"Schedule"** means a schedule to this Contract;
- (ee) **"Services"** means services such as gas, electricity, internet, water, sewerage, draining, and other facilities, supplies or transmissions;
- (ff) **"Sunset Date"** means 30 September 2021 or such other later date as may be extended in accordance with special condition 38 of this Contract;
- (gg) **"Taxable Supply"** has the same meaning as in the GST Act;
- (hh) **"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) Clauses 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 anything (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;
 - (g) the BEP and whether or not the Property is a BEP Lot.
- 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 and provided that this transaction is not an electronic transaction, 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:

- (a) the Deposit is to be invested by the depositholder;
- (b) 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
- (c) the interest accrued on the invested Deposit will be paid in accordance with clause 2.9 of this Contract.
- (d) 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
- (e) 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

- 51.1 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:

- (a) 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
- (b) 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 Annexed to this Contract is a Draft Sewer Plan. The Purchaser acknowledges that the Vendor may make variations to the Draft Sewer Plan as may be required by Sydney Water or any other Relevant Authority or in the absolute discretion of the Vendor.
- 53.3 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 any variation to the Draft Sewer Plan 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, at 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.

61. LIMITATION OF LIABILITY

- 61.1 Despite any other provision of this Contract, the Purchaser enters into this Contract in its capacity as trustee for the time being of the Crown Trust 28 (Trust) and in no other capacity.
- 61.2 Any liability or obligation of the Purchaser arising under or in connection with this Contract:
 - (a) is limited; and
 - (b) can be enforced against the Purchaser only to the extent to which it can be satisfied out of the Property of the Trust out of which the Purchaser is actually indemnified for the liability under the trust deed.
- 61.3 The limitation of the Purchaser's liability under this special condition 56 applies despite any other provision of this Contract and extends to all liabilities and obligations of the Purchaser in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Contract
- 61.4 Despite any other provision of this Contract, the Purchaser is not obliged to do or refrain from doing anything under this Contract unless its liability is limited in the manner set out in this clause 61.
- 61.5 The Vendor must not take any action of any kind against the Purchaser in any capacity other than as the trustee of the Trust.

61.6 Despite any other provision of this Contract:

- (a) the limitation of the Purchaser's liability under this special condition 61 will, subject to paragraph 61.6(b), not apply to any obligation or liability of the Purchaser to the extent that it is not satisfied because there is a reduction in the extent of the Purchaser's indemnification out of the assets of the Trust as a result of the Purchaser's fraud, negligence or breach of trust; and
- (b) nothing in this special condition 61 shall make the Purchaser liable to any claim for an amount greater than the amount which the Vendor would have been able to claim and recover from the assets of the Trust in relation to the relevant liability if the Purchaser's right of indemnification out of the assets of the Trust had not been prejudiced by fraud, negligence or breach of trust

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")
6. BEP (Annexure "E")
7. Draft Sewer Plan (Annexure "F")



FOLIO: 2/1243351

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/1/2020	11:58 AM	2	22/11/2018

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 2 IN DEPOSITED PLAN 1243351
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1243351

FIRST SCHEDULE

CROWNLAND AUSTRAL PTY LIMITED (T AN877675)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1243351 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 10
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1243351 EASEMENT TO DRAIN WATER 10 AND 15 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1243351 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 AN877676 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED


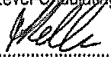
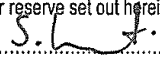
NOTATIONS

UNREGISTERED DEALINGS: PP DP1242858.

*** END OF SEARCH ***



ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Office Use Only Registered:  25.10.2018 Title System: TORRENS		Office Use Only <h1 style="text-align: center;">DP1243351</h1>			
PLAN OF SUBDIVISION OF LOT 2 D.P.749642		LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND			
Survey Certificate I, ANTHONY KELLNER of CRAIG & RHODES PTY LTD 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 31 MAY 2018, or *(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, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous Signature:  Dated: 1/6/18 Surveyor Identification No: 1399 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.2475 D.P.599871 D.P.3403 D.P.622608 D.P.347928 D.P.631289 D.P.395169 D.P.749642 D.P.411087 D.P.1103748 D.P.413204 D.P.1117859 D.P.414227 D.P.1242364 D.P.574738		Subdivision Certificate I, STEPHEN MONTE *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: 28-09-2018 Subdivision Certificate number: SC-112/2018 File number: DA-723/2017 *Strike through if inapplicable.			
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 046-16-PROC1		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			


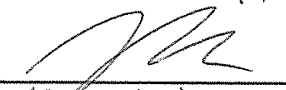
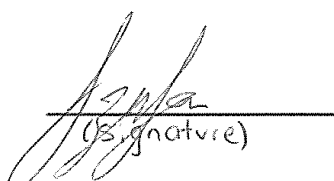
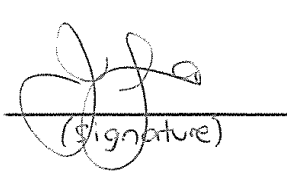
CAD REF: Z1046-16YCR_PLANS046-16G S06 101 - KS - A-K

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of ⁵ 4 sheet(s)																				
<div style="display: flex; justify-content: space-between; align-items: center;"> <div>Registered: </div> <div>25.10.2018</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF SUBDIVISION OF LOT 2 D.P.749642 </div> <div style="margin-top: 5px;"> Subdivision Certificate number: <u>SC-112/2018</u> Date of Endorsement: <u>28-09-2018</u> </div>	<div style="text-align: center; font-size: 24px; font-weight: bold; margin-bottom: 20px;">DP1243351</div> <div style="font-size: 10px;"> Office Use Only </div> <div style="font-size: 10px; margin-top: 20px;"> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>																					
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED</p> <p>TO CREATE:</p> <ol style="list-style-type: none"> 1. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 10 WIDE 2. EASEMENT TO DRAIN WATER 10 & 15 WIDE 3. RESTRICTION ON THE USE OF LAND 4. POSITIVE COVENANT 5. RESTRICTION ON THE USE OF LAND 6. RESTRICTION ON THE USE OF LAND <div style="margin-top: 20px;"> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="5" style="font-size: 8px;">SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)</th> </tr> <tr> <th colspan="5" style="font-size: 8px;">SCHEDULE OF LOTS & ADDRESSES</th> </tr> <tr> <th style="width: 10%;">LOT</th> <th style="width: 10%;">STREET No.</th> <th style="width: 20%;">STREET NAME</th> <th style="width: 20%;">STREET TYPE</th> <th style="width: 40%;">LOCALITY</th> </tr> </thead> <tbody> <tr> <td>1 & 2</td> <td>66</td> <td>GURNER</td> <td>AVENUE</td> <td>AUSTRAL</td> </tr> </tbody> </table> <p style="text-align: center; font-size: 8px; margin-top: 5px;">SOURCE: LIVERPOOL COUNCIL</p> </div>			SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)					SCHEDULE OF LOTS & ADDRESSES					LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY	1 & 2	66	GURNER	AVENUE	AUSTRAL
SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)																						
SCHEDULE OF LOTS & ADDRESSES																						
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY																		
1 & 2	66	GURNER	AVENUE	AUSTRAL																		
<p style="text-align: center; font-size: 10px;">If space is insufficient use additional annexure sheet</p>																						
Surveyor's Reference: 046-16-PROC1																						




CAD REF: Z:\046-16\PROC1\ANS\046-166 506 [01] - K.S. - A.K

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of ⁵ 4 sheet(s)
<div>Office Use Only</div> <div>Registered:  25.10.2018</div>		<div>Office Use Only</div> <div>DP1243351</div>
PLAN OF SUBDIVISION OF LOT 2 D.P.749642		<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">• 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.
Subdivision Certificate number: <u>SC-112/2018</u> Date of Endorsement: <u>28-09-2018</u>		
<p>I certify that the persons signing below, with whom I am personally acquainted signed the instrument in my presence:</p> <div><div> (Signature) DOMENICO MOSCA (Name of Witness)</div><div><u>DOMENICO MOSCA, Solicitor, Marsdens Law Group, Suite 13, 170 George Street, Liverpool NSW 2170</u> (Address of Witness)</div></div> <p>SIGNATURES</p> <p>Executed by:</p> <div><div> (Signature) Frank Zerafa (Name) <u>211 Bloodtree Rd</u> Mangrove Mountain (Address)</div><div> (Signature) Joanne Zerafa (Name) <u>211 Bloodtree Rd</u> Mangrove Mountain (Address)</div></div> <p>If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 046-16-PROC1</p>		


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ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of ⁵ sheet(s)
<div>Office Use Only</div> <div>Registered:  25.10.2018</div> <div>Office Use Only</div>		<div>Office Use Only</div> <div>DP1243351</div> <div>This sheet is for the provision of the following information as required:<ul style="list-style-type: none">• 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.</div>
PLAN OF SUBDIVISION OF LOT 2 D.P.749642		
Subdivision Certificate number: <u>SC - 112 / 2018</u> Date of Endorsement: <u>28 - 09 - 2018</u>		
<p>I certify that the persons signing below, with whom I am personally acquainted signed the instrument in my presence:</p> <div><div> (Signature of Witness) <u>DOMENICO MOSCA</u> (Name of Witness)</div><div><u>DOMENICO MOSCA, Solicitor,</u> <u>Marsdens Law Group,</u> <u>Suite 13, 170 George Street,</u> <u>Liverpool NSW 2170</u> (Address of Witness)</div></div> <p>SIGNATURES Executed by:</p> <div><div><u>Maria Antonia Portelli</u> (Signature) <u>MARIA ANTONIA PORTELLI</u> (Name) <u>1-5/10 Silverdale Rd</u> <u>Orangeville NSW 2570</u> (Address)</div><div> (Signature) <u>Fili Portelli</u> (Name) <u>1-5/10 Silverdale Rd</u> <u>Orangeville NSW 2570</u> (Address)</div></div> <p>If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 046-16-PROC1</p>		

CAD REF: Z:\046-16\CR_PLANS\046-16G-506-001 - KS - A K

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
Registered:  25.10.2018	Office Use Only	Office Use Only
PLAN OF <i>Subdivision of LOT 2 D.P. 749642</i>		DP1243351
Subdivision Certificate number: <i>SC-112/2018</i> Date of Endorsement: <i>28-09-2018</i>		
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• 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.
<p style="text-align: center;"><u><i>Additional Annexure Sheet</i></u></p>		
<p><u>Mortgagee under Mortgage No. A5593525</u> Signed at <i>295 High Street, Penrith</i> this <i>16th</i> day of <i>October</i> 2018 for National Australia Bank Limited ABN 12 004 044 937 by <i>Matthew Lemin</i> its duly appointed Attorney under Power of Attorney No. 39 Book 4512</p> <p>..... Level 3 Attorney</p> <p>..... Witness/Bank Officer</p> <p><i>Jordan Thompson</i> <i>Level 1, 295 High Street, Penrith, NSW 2750</i></p>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: <i>046-16-PROC 1</i>		

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 6 Sheets

Plan:

DP1243351

Plan of Subdivision of Lot 2 DP 749642
 covered by Council's Subdivision
 Certificate No. SC-112/2018
 Dated: 28-09-2018

Full Name and address of Proprietor of land:	Frank Zerafa Joanne Zerafa Felix Portelli Maria Antonia Portelli 66 Gurner Avenue AUSTRAL NSW 2179
--	---

Part 1 (Creation)

	Identity of Easement, profit à prendre, 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.	Right of Carriageway & Easement for Services 10 Wide	1	2
2.	Easement to Drain Water 10 & 15 Wide	1	2
3.	Restriction on the Use of Land	1	Liverpool City Council
4.	Positive Covenant	1	Liverpool City Council
5.	Restriction on the Use of Land	1	Liverpool City Council
6.	Restriction on the Use of Land	2	Liverpool City Council

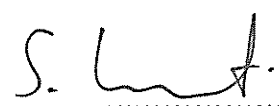
Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

A Right of Carriageway as set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 and an Easement for Services as set out in Part 11 of Schedule 8 of the Conveyancing Act 1919.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 1 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

APPROVED BY LIVERPOOL CITY COUNCIL


 General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 6 Sheets

Plan:

DP1243351

Plan of Subdivision of Lot 2 DP 749642
covered by Council's Subdivision
Certificate No. **SC-112/2018**
Dated: **28-09-2018**

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 2 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

The proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure
 - (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system to be constructed in accordance with Development Application DA-147/2018 approved by Liverpool City Council;
- within the land so burdened without the prior written consent of Liverpool City Council.

Name of Authority empowered to release vary or modify the terms of the Restriction numbered 3 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

1. The Registered Proprietor will:

- (a) Permit Stormwater to be temporarily detained by the system.
- (b) Permit the nominee of Crownland Austral Pty Ltd and their authorised agents to enter the land and:
 - i) Construct a temporary stormwater management basin upon the land designated 'Easement to Drain Water 10 & 15 wide' and remove the said stormwater management basin upon written authorisation of Liverpool City Council.
 - ii) Keep the system clean and free from silt, rubbish and debris
 - iii) Maintain and repair the system so that it functions in a safe and efficient manner
 - iv) Replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by Council.
- (c) Carry out the manner specified in a written notice issued by Council or permit the nominee of Crownland Austral Pty Ltd to carry out such notice.
- (d) Not to make any alterations to the system or elements thereof without prior consent in writing of the Council.
- (e) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
- (f) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice.

The nominee of Crownland Austral Pty Ltd is any party that is the applicant for a construction certificate for the subdivision works under Liverpool City Council DA-147/2018.

APPROVED BY LIVERPOOL CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 6 Sheets

Plan:

DP1243351

Plan of Subdivision of Lot 2 DP 749642
covered by Council's Subdivision
Certificate No. SC-112/2018
Dated: 28-09-2018

2. In the event the nominee of Crownland Austral Pty Ltd failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover from the nominee of Crownland Austral Pty Ltd the cost of carrying out the work and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

The nominee of Crownland Austral Pty Ltd is any party that is the applicant for a construction certificate for the subdivision works under Liverpool City Council DA-147/2018.

Name of Authority empowered to release vary or modify the terms of the Covenant numbered 4 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

No further development of the lot burdened is to take place unless it is approved by a Development Consent. Such approval is likely to require, but not be restricted to the half-road construction of Gurner Avenue directly adjacent to and in front of the site, site remediation works and the provision of floodplain works and lot fill.

Name of Authority empowered to release vary or modify the terms of the Restriction numbered 5 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

No further development of the lot burdened is to take place unless it is approved by a Development Consent. Such approval is likely to require, but not be restricted to, construction road and drainage/flood mitigation works, site remediation works, the provision of lot fill, and payment of Section 7.11 Contributions and Special Infrastructure Contributions.

Name of Authority empowered to release vary or modify the terms of the Restriction numbered 6 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

APPROVED BY LIVERPOOL CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 6 Sheets

Plan:

DP1243351

Plan of Subdivision of Lot 2 DP 749642
covered by Council's Subdivision
Certificate No. 50-112/2018
Dated: 28-09-2018

Liverpool City Council by its authorised
delegate pursuant to s.377 Local
Government Act 1993:

STEPHEN MONTE

Name of Delegate

S. Monte

Signature of Delegate

28-09-2018

Date of Signature

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

PHILLIP PHAM

Name of Witness

Phi

Signature of Witness

28-09-2018

Date of Signature

33 MOORE ST LIVERPOOL

Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL

S. Monte
General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 6 Sheets

Plan:

DP1243351

Plan of Subdivision of Lot 2 DP 749642


covered by Council's Subdivision


Certificate No. SC-112/2018

Dated: 28-09-2018

I certify that the person
signing opposite, with whom
I am personally acquainted
signed the Instrument in
my presence:

Executed by the
persons named below:


(Witness Signature)



(Signature)

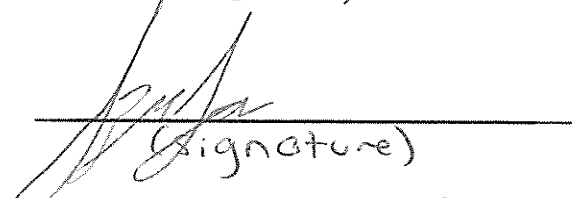
DOMENICO MOSCA, Solicitor,
Marsdens Law Group,
Suite 13, 170 George Street,
Liverpool NSW 2170

Joanne Zerafa
(Name)

211 Bloodtree Rd

Mangrove Mountain
(Address)


(Witness Signature)


(Signature)

Frank Zerafa
(Name)

211 Bloodtree Rd

Mangrove Mountain
(Address)

DOMENICO MOSCA, Solicitor,
Marsdens Law Group,
Suite 13, 170 George Street,
Liverpool NSW 2170



APPROVED BY LIVERPOOL CITY COUNCIL
General Manager / Authorised Officer

Lengths are in Metres


Sheet 6 of 6 Sheets

Plan:


DP1243351

Plan of Subdivision of Lot 2 DP 749642
covered by Council's Subdivision
Certificate No. SC-112/2018
Dated: 28-09-2018

I certify that the person
signing opposite, with whom
I am personally acquainted
signed the instrument in
my presence.



(Witness Signature)

DOMENICO MOSCA, Solicitor,
Marsdens Law Group,
Suite 13, 170 George Street,
Liverpool NSW 2170


(Witness Signature)

DOMENICO MOSCA, Solicitor,
Marsdens Law Group,
Suite 13, 170 George Street,
Liverpool NSW 2170

Executed by the
persons named below:

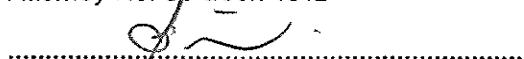

(Signature)

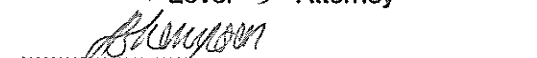
Maria Antonia Portelli
(Name)
1-5/10 Silverdale Rd

Orangerille NSW 2570
(Address)


Maria Antonia Portelli
(Signature)
Maria Antonia Portelli
(Name)
1-5/10 Silverdale Rd
Orangerille NSW 2570
(Address)

Mortgagee under Mortgage No. A3593525
Signed at 295 High St, Penrith this 16th day of
October 2018 for National
Australia Bank Limited ABN 12 004 044 937
by Matthew Lemin
its duly appointed Attorney under Power of
Attorney No. 38 Book 4512


.....
Level 3 Attorney


.....
Witness/Bank Officer Jordan Thompson
Level 1, 295 High St, Penrith, NSW, 2750

APPROVED BY LIVERPOOL CITY COUNCIL


.....
General Manager / Authorised Officer

25.10.2018



REGISTERED



FOLIO: 4/1243352

SEARCH DATE	TIME	EDITION NO	DATE
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16/1/2020	11:41 AM	2	22/11/2018

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 4 IN DEPOSITED PLAN 1243352
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1243352

FIRST SCHEDULE

CROWNLAND AUSTRAL PTY LIMITED (T AN877672)

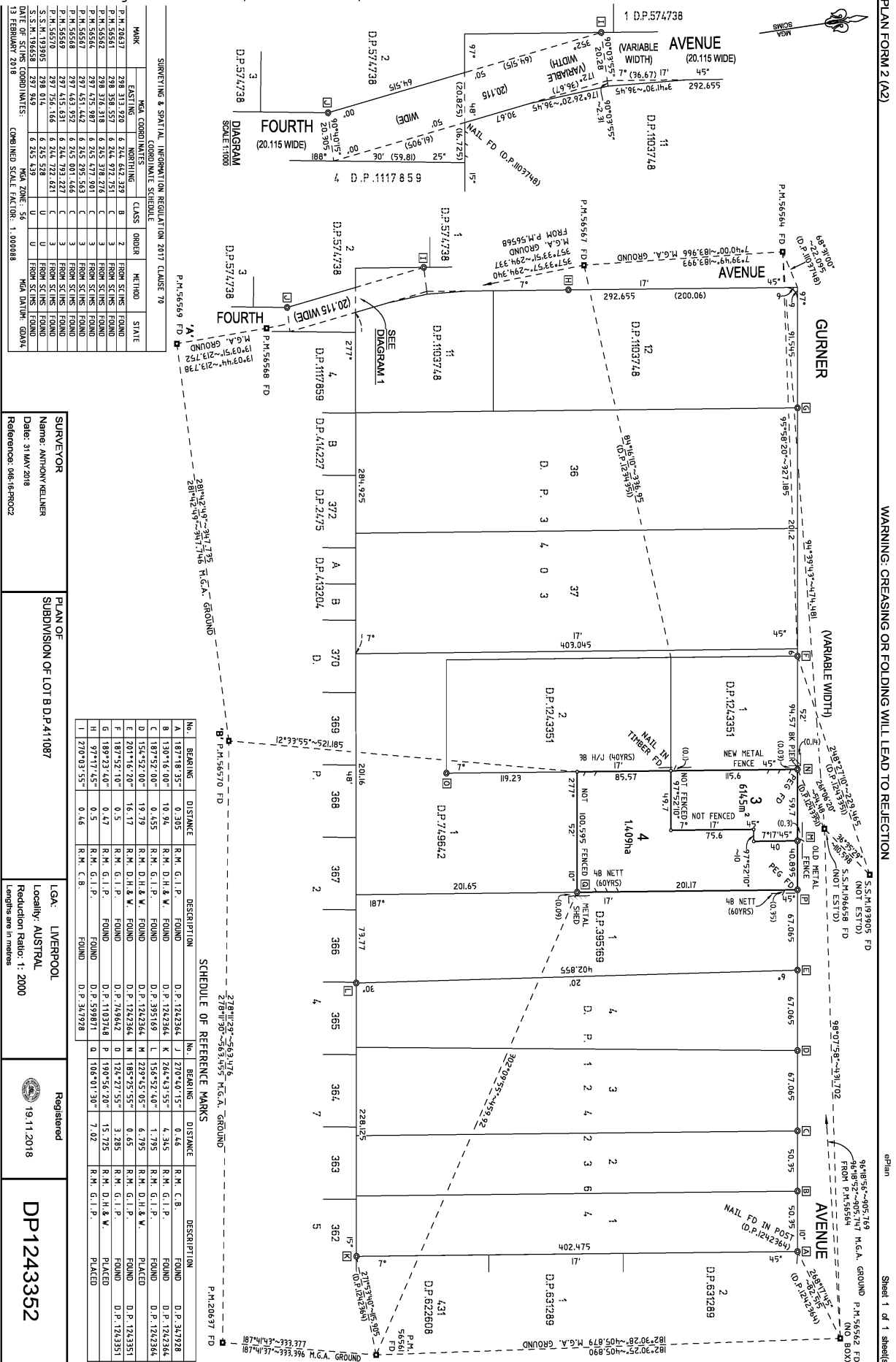
SECOND SCHEDULE (3 NOTIFICATIONS)



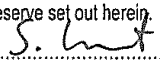
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1243352 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 3 AN877673 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS


UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***




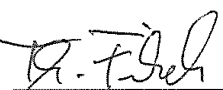



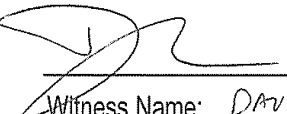

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)																
<p>Registered:  19.11.2018</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p>DP1243352</p>																	
<p>PLAN OF SUBDIVISION OF LOT B D.P.411087</p>		<p>LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND</p>																	
<p>Survey Certificate</p> <p>I, ANTHONY KELLNER of CRAIG & RHODES PTY LTD 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 31 MAY 2018, or</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, or</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: 1/6/18</p> <p>Surveyor Identification No: 1399</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>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: Date: File Number: Office:</p>																	
<p>Subdivision Certificate</p> <p>I, <u>STEPHEN MONTE</u> *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:  Accreditation number: Consent Authority: LIVERPOOL CITY COUNCIL Date of endorsement: 28-09-2018 Subdivision Certificate number: SC-111/2018 File number: DA-722/2017</p> <p>*Strike through if inapplicable.</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>																	
<p>Plans used in the preparation of survey/compilation.</p> <table border="0"> <tr> <td>D.P.2475</td> <td>D.P.599871</td> </tr> <tr> <td>D.P.3403</td> <td>D.P.622608</td> </tr> <tr> <td>D.P.347928</td> <td>D.P.631289</td> </tr> <tr> <td>D.P.395169</td> <td>D.P.749642</td> </tr> <tr> <td>D.P.411087</td> <td>D.P.1103748</td> </tr> <tr> <td>D.P.413204</td> <td>D.P.1117859</td> </tr> <tr> <td>D.P.414227</td> <td>D.P.1242364</td> </tr> <tr> <td>D.P.574738</td> <td>D.P.1243351</td> </tr> </table>		D.P.2475	D.P.599871	D.P.3403	D.P.622608	D.P.347928	D.P.631289	D.P.395169	D.P.749642	D.P.411087	D.P.1103748	D.P.413204	D.P.1117859	D.P.414227	D.P.1242364	D.P.574738	D.P.1243351	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	
D.P.2475	D.P.599871																		
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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)																				
<div style="display: flex; justify-content: space-between;"><div>Registered:  19.11.2018</div><div style="text-align: right;">Office Use Only</div></div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">PLAN OF SUBDIVISION OF LOT B D.P.411087</div> <div style="margin-top: 5px;">Subdivision Certificate number: <u>SC-111/2018</u> Date of Endorsement: <u>28-09-2018</u></div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;">DP1243352</div> <div style="margin-top: 20px;"><small>This sheet is for the provision of the following information as required:</small><ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see 195D <i>Conveyancing Act 1919</i>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</div>																					
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED</p> <p>TO CREATE:</p> <ol style="list-style-type: none">1. RESTRICTION ON THE USE OF LAND2. RESTRICTION ON THE USE OF LAND <div style="margin-top: 20px;"><table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="5" style="text-align: center; padding: 2px;">SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)</th></tr><tr><th colspan="5" style="text-align: center; padding: 2px;">SCHEDULE OF LOTS & ADDRESSES</th></tr><tr><th style="width: 10%;">LOT</th><th style="width: 10%;">STREET No.</th><th style="width: 30%;">STREET NAME</th><th style="width: 20%;">STREET TYPE</th><th style="width: 30%;">LOCALITY</th></tr></thead><tbody><tr><td style="text-align: center;">3 & 4</td><td style="text-align: center;">60</td><td style="text-align: center;">GURNER</td><td style="text-align: center;">AVENUE</td><td style="text-align: center;">AUSTRAL</td></tr></tbody></table><p style="text-align: center; margin-top: 5px;">SOURCE: LIVERPOOL COUNCIL</p></div>			SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)					SCHEDULE OF LOTS & ADDRESSES					LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY	3 & 4	60	GURNER	AVENUE	AUSTRAL
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<small>If space is insufficient use additional annexure sheet</small>																						
Surveyor's Reference: 046-16-PROC2																						


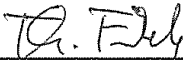

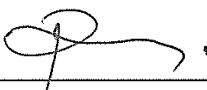
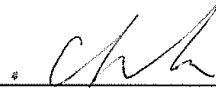
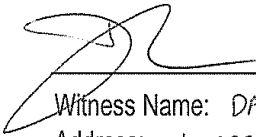
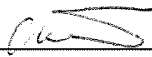
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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)
<div>Office Use Only</div> <div>Registered:  19.11.2018</div> <div>PLAN OF SUBDIVISION OF LOT B D.P.411087</div> <div>Subdivision Certificate number: <u>SC-111/2018</u> Date of Endorsement: <u>28-09-2018</u></div>		<div>Office Use Only</div> <div>DP1243352</div> <div>This sheet is for the provision of the following information as required:<ul style="list-style-type: none">• 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.</div>
<div> Thomas Andreas Finkle Registered Proprietor</div> <div> Raksmei Keo Registered Proprietor</div> <div> Pheng Chey Registered Proprietor</div>		
<div> Witness Name: <u>Glenda Ly</u> Address: <u>7 Brunel Court</u> <u>Hampton Park 3976</u></div> <div> Witness Name: <u>DAVID TO</u> Address: <u>LI, S23A, 48 HILL ST</u> <u>CABRAMATTA NSW 2166</u></div> <div> Witness Name: <u>Channy Tang</u> Address: <u>2/5 Ashford close</u> <u>Hampton park 3976</u></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 046-16-PROC2		

CAD REF: Z 046-16-02 PLANS 046-16-02 (01) PK - R S - A K

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
<div>Office Use Only</div> <div>Registered:  19.11.2018</div> <div>PLAN OF SUBDIVISION OF LOT B D.P.411087</div> <div>Subdivision Certificate number: <u>SC-111/2018</u> Date of Endorsement: <u>28-09-2018</u></div>		<div>Office Use Only</div> <div>DP1243352</div> <div>This sheet is for the provision of the following information as required:<ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</div>
<div><div> Thomas Andreas Finkle Registered Proprietor</div><div> Raksmei Keo Registered Proprietor</div><div> Pheng Chey Registered Proprietor</div></div> <div><div> Witness Name: Chenda Hy Address: 7 Brunel Court Hampton Park 3976</div><div> Witness Name: DAVID To Address: L1, 523A, 48 Hill St, CARBRATTA NSW 2166</div><div> Witness Name: Channy Toong Address: 3/5 Ashford close Hampton Park 3976</div></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 046-16-PROC2		

CAO REF: Z N06-1506-PLANS046-16G 00101 AK - KS - AK

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 5 Sheets

Plan: **DP1243352**

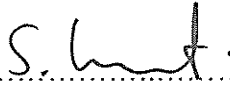
Plan of Subdivision of Lot B DP411087
 covered by Council's Subdivision
 Certificate No. SC-111/2018
 Dated: 28-09-2018

Full Name and address of Proprietor of land:	Pheng Chey 60 Churchill Road YARROWEYAH VIC. 3644 Thomas Andreas Finkle 1 Thunderbolt Drive CRANBOURNE EAST VIC. 3977 Raksmey Keo 12 Perkins Place BONNYRIGG NSW 2177
--	---

Part 1 (Creation)

	Identity of Easement, profit à prendre, 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.	Restriction on the Use of Land	3	Liverpool City Council
2.	Restriction on the Use of Land	4	Liverpool City Council

APPROVED BY LIVERPOOL CITY COUNCIL


 General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 5 Sheets

Plan:

Plan of Subdivision of Lot B DP411087
covered by Council's Subdivision
Certificate No. SC-111/2018
Dated: 28-09-2018

DP1243352

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

No further development of the lot burdened is to take place unless it is approved by a Development Consent. Such approval is likely to require, but not be restricted to, the half-road construction of Gurner Avenue directly adjacent to and in front of the site, site remediation works and the provision of floodplain works and lot fill.

Name of Authority empowered to release vary or modify the terms of the Restriction numbered 1 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

No further development of the lot burdened is to take place unless it is approved by a Development Consent. Such approval is likely to require, but not be restricted to, construction road and drainage / flood mitigation works including the half-road construction of Gurner Avenue directly adjacent to and in front of the site, site remediation works, the provision of lot fill, and payment of Section 7.11 Contributions and Special Infrastructure Contributions.

Name of Authority empowered to release vary or modify the terms of the Restriction numbered 2 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

APPROVED BY LIVERPOOL CITY COUNCIL
General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 5 Sheets

Plan:

Plan of Subdivision of Lot B DP411087
covered by Council's Subdivision
Certificate No. SC-111/2018
Dated: 28-09-2018

DP1243352

Liverpool City Council by its authorised
delegate pursuant to s.377 Local
Government Act 1993:

STEPHEN MONTE

Name of Delegate

S. Monte

Signature of Delegate

28/09/2018

Date of Signature

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

PHILLIP PHAM

Name of Witness

Phi

Signature of Witness

28/09/2018

Date of Signature

33 MOORE ST LIVERPOOL

Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL

S. Monte

.....
General Manager / Authorised Officer


Lengths are in Metres


Sheet 4 of 5 Sheets


Plan:

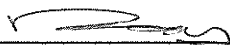
Plan of Subdivision of Lot B DP411087
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DP1243352


THOMAS ANDREAS FINKELE
Registered Proprietor


PHENG CHEY
Registered Proprietor

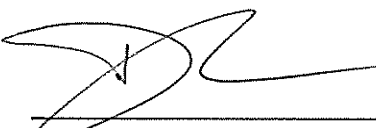

RAKSMEY KEO
Registered Proprietor


VADY VORN - Caveator

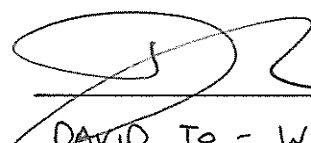

SOPHORN VORN - Caveator


DAVID TO - WITNESS

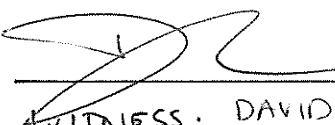
Level 1, S23A, 48 Hill St, CABRAMATTA
NSW 2166
Address of Witness

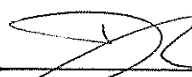

DAVID TO - WITNESS

Level 1, S23A, 48 Hill St,
CABRAMATTA NSW 2166


DAVID TO - WITNESS


Level 1, S23A, 48 Hill St, CABRAMATTA
NSW 2166


WITNESS: DAVID TO - Level 1, S23A
48 Hill St, Cabramatta NSW
2166


WITNESS:
DAVID TO

Level 1, S23A, 48 Hill St,
CABRAMATTA NSW 2166

APPROVED BY LIVERPOOL CITY COUNCIL


General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 5 Sheets

Plan:

Plan of Subdivision of Lot B DP411087
covered by Council's Subdivision
Certificate No. SC-111 / 2018
Dated: 28-09-2018

DP1243352

APPROVED BY LIVERPOOL CITY COUNCIL

REGISTERED



19.11.2018

S. L. T.

General Manager / Authorised Officer

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

Ref.: 292874:87213
Ppty: 191888

Cert. No.: 3261

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4473358
Receipt Amt.: 133.00
Date: 16-Jan-2020

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 2 DP 1243351

Street Address: LOT 2 GURNER AVENUE, AUSTRAL 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.

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	

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
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 1 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?

No

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

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

No

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

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

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

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

Nil

3. Other Information in Relation to Water Restrictions

Nil

4. Contaminated Land

Nil

5. Airport Noise Affection*

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

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

Ref.: 292874:87211
Ppty: 191886

Cert. No.: 3259

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4473354
Receipt Amt.: 133.00
Date: 16-Jan-2020

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 4 DP 1243352

Street Address: LOT 4 GURNER AVENUE, AUSTRAL 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



Customer Service Centre Ground floor, 33 Moore Street, Liverpool NSW 2170

All correspondence to Locked Bag 7064 Liverpool BC NSW 1871

Call Centre 1300 36 2170 **Email** lcc@liverpool.nsw.gov.au

Web www.liverpool.nsw.gov.au **NRS** 13 36 77 **ABN** 84 181 182 471

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.

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



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Call Centre 1300 36 2170 **Email** lcc@liverpool.nsw.gov.au

Web www.liverpool.nsw.gov.au **NRS** 13 36 77 **ABN** 84 181 182 471

(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	

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
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

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

7A. Flood related development controls information

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

No

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

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

No

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

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

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

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

Nil

3. Other Information in Relation to Water Restrictions

Nil

4. Contaminated Land

Nil

5. Airport Noise Affection*

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

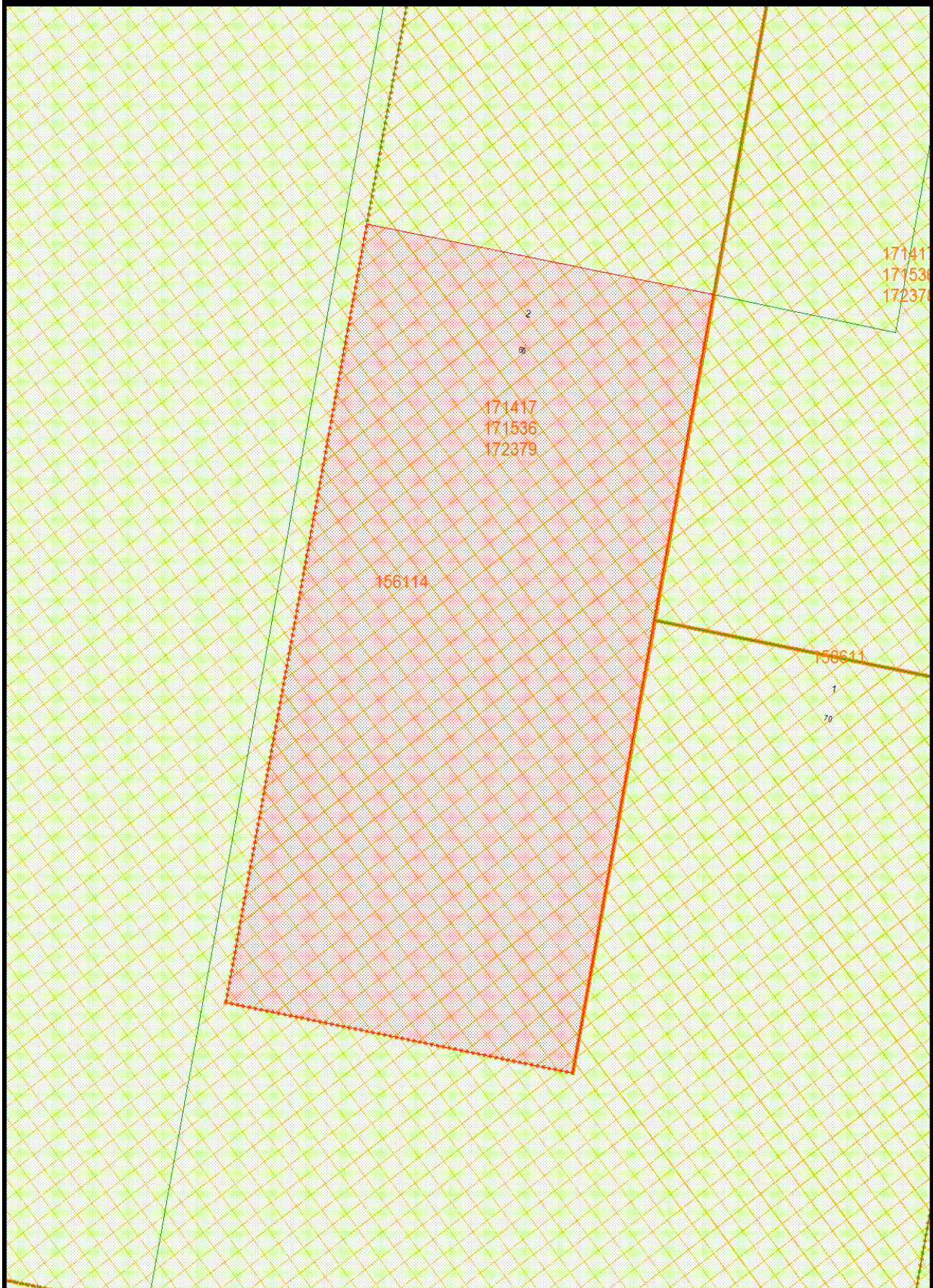
10. Offensive Odour and Rural Land Uses

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



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.

Application: **10347680**
Your Ref: 292874

20 January 2020

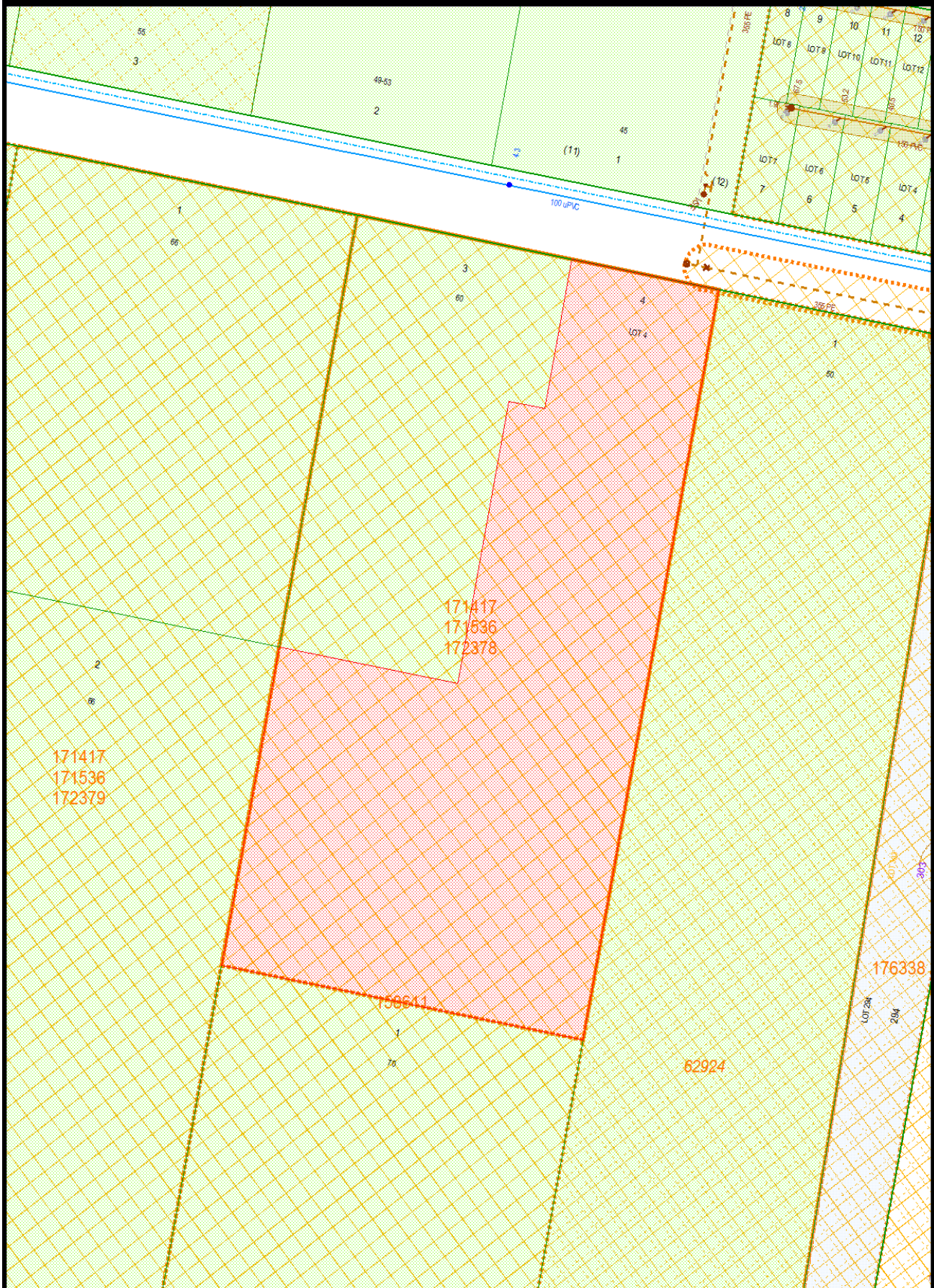
**Property details: 66 Gurner Ave AUSTRAL NSW 2179
LOT 2 DP 1243351**

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.

Application: **10347617**
Your Ref: 292874

20 January 2020

**Property details: Lot 4 Gurner Ave AUSTRAL NSW 2179
LOT 4 DP 1243352**

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

Enquiry ID	3198415
Agent ID	81429403
Issue Date	16 Jan 2020
Correspondence ID	1699747083
Your reference	292874

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
D1243351/2	66 GURNER AVE AUSTRAL 2179	\$4 050 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 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.

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
D1243352/4	60 GURNER AVE AUSTRAL 2179	\$4 260 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 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

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 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;">D.P. DRAFT REVISION [01] DATE 06/02/2020</p>	
<p>PLAN OF SUBDIVISION OF LOT 2 D.P.1243351 & LOT 4 D.P.123352 & EASEMENT, RESTRICTION ON USE OF LAND & POSITIVE COVENANT OVER LOT 1 D.P.1243351</p>	<p>LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, ANDREW RICHARD THOMAS of CRAIG & RHODES PTY LTD 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, Or</p> <p>*(b) The part of the land shown in the plan(*being/*excluding **, Or 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, or</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:</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>Signature:Dated:</p> <p>Surveyor Identification No: 247.....</p> <p>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>	
<p>Plans used in the preparation of survey/compilation.</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 20px auto; width: fit-content;"> <p>PLAN NOT FOR NSW LRS INVESTIGATION</p> </div>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <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:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 046-16-3A</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

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Registered:

D.P. DRAFT

REVISION [01] DATE 06/02/2020

PLAN OFSUBDIVISION OF LOT 2 D.P.1243351 & LOT 4
D.P.123352 & EASEMENT, RESTRICTION ON USE OF
LAND & POSITIVE COVENANT OVER LOT 1 D.P.1243351

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 ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (B)
3. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (B1)
4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RIGHT OF CARRIAGEWAY & EASEMENTS FOR SERVICES 2.5 WIDE & VARIABLE (H)
12. POSITIVE COVENANT
13. EASEMENT TO DRAIN WATER 10 & 15 WIDE (F)
14. RESTRICTION ON USE OF LAND
15. POSITIVE COVENANT
16. RESTRICTION ON USE OF LAND
17. POSITIVE COVENANT
18. RIGHT OF ACCESS 10.5 WIDE (J)
19. POSITIVE COVENANT
20. POSITIVE COVENANT
21. POSITIVE COVENANT

- TO RELEASE:

1. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 10 WIDE VIDE D.P.1243351
2. EASEMENT TO DRAIN WATER 10 & 15 WIDE VIDE D.P.1243351

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
STREET ADDRESSES NOT AVAILABLE				

**PLAN NOT FOR NSW LRS
INVESTIGATION**

If space is insufficient use additional annexure sheet

Surveyor's Reference: 046-16-3A

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Registered:

PLAN OF

SUBDIVISION OF LOT 2 D.P.1243351 & LOT 4
D.P.123352 & EASEMENT, RESTRICTION ON USE OF
LAND & POSITIVE COVENANT OVER LOT 1 D.P.1243351

Subdivision Certificate number:

Date of Endorsement:

D.P. DRAFT

REVISION [01] DATE 06/02/2020

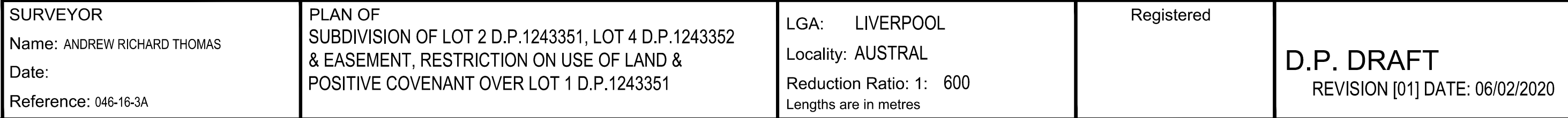
This sheet is for the provision of the following information as required:

- 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.

PLAN NOT FOR NSW LRS
INVESTIGATION

If space is insufficient use additional annexure sheet

Surveyor's Reference: 046-16-3A



PROPOSED EASEMENT LOCATIONS ARE INDICATIVE ONLY & SUBJECT TO DEVELOPMENT CONSENT, DETAILED DESIGN, CONSTRUCTION, SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

DIAGRAM
SCALE 1:150

D.P. DRAFT
REVISION [01] DATE: 06/02/2020

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Lengths are in Metres

Sheet 1 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
Certificate No.
Dated:

<u>Full Name and address of Proprietor of land:</u>	Crownland Austral Pty Ltd (ACN 611 846 998) Suite 301, Level 3 95 Pitt Street SYDNEY NSW 2000
---	---

Part 1 (Creation)

	Identity of Easement, profit à prendre, 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)	309 328 329 330 331 332 333 334 335 336 337 338 339	310 329 to 346 inclusive 330 to 346 inclusive 331 to 346 inclusive 332 to 346 inclusive 333 to 346 inclusive 334 to 346 inclusive 335 to 346 inclusive 336 to 346 inclusive 337 to 346 inclusive 338 to 346 inclusive 339 to 346 inclusive 340 to 346 inclusive

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 2 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

	Identity of Easement, profit à prendre, 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)	340 341 342 343 344 345 347 350 351 352 353	341 to 346 inclusive 342, 343, 344, 345, 346 343, 344, 345, 346 344, 345, 346 345, 346 346 348 349 349, 350 349, 350, 351 349, 350, 351, 352
2.	Easement for Access, Maintenance & Overhang 0.9 Wide (B)	302 303 304 305 306 307 309 310 311 314	301 302 305 306 307 308 310 311 312 315

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General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 3 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

	Identity of Easement, profit à prendre, 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:-
2.	Easement for Access, Maintenance & Overhang 0.9 Wide (B)	315 320 321 322 325 326 327 328 329 330 331 332 333 335 336 337 338 339 340 341 342	316 319 320 Pt. 323 denoted 'K' 324 325 326 329 330 331 332 333 334 336 337 338 339 340 341 342 343

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 4 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

	Identity of Easement, profit à prendre, 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:-
2.	Easement for Access, Maintenance & Overhang 0.9 Wide (B)	343 344 345 347 348 351 352 353 355 356 357 358 359 360 361 362 363 364 365	344 345 346 348 349 350 351 352 354 355 356 357 358 359 360 361 362 363 364

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 5 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

	Identity of Easement, profit à prendre, 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 for Access, Maintenance & Overhang 0.9 Wide (B1)	321 328, 329 333, 334	322 366 335
4.	Easement for Padmount Substation 2.75 Wide (C)	314	Epsilon Distribution Ministerial Holding Corporation
5.	Restriction On Use Of Land	Part 314, Part 327 Denoted 'D'	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction On Use Of Land	Part 314, Part 327 Denoted 'E'	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on Use of Land	Each Lot 301 to 322, 324 to 366 inclusive	Every Other Lot 301 to 322, 324 to 366 inclusive
8.	Restriction on Use of Land	329 to 333, 348 to 352 inclusive	Liverpool City Council
9.	Restriction on Use of Land	313, 317 & 318	Liverpool City Council
10.	Restriction on Use of Land	323	Liverpool City Council

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 6 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

	Identity of Easement, profit à prendre, 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:-
11.	Right of Carriageway & Easement for Services 2.5 Wide & Variable (H)	317 318	318 317
12.	Positive Covenant	317, 318	Liverpool City Council
13.	Easement to Drain Water 10 & 15 Wide (F)	1/ D.P.1243351	Liverpool City Council
14.	Restriction On Use Of Land	Part Lot 1/ D.P.1243351 Denoted 'L'	Liverpool City Council
15.	Positive Covenant	Part Lot 1/ D.P.1243351 Denoted 'M'	Liverpool City Council
16.	Restriction On Use Of Land	Part Lot 1/ D.P.1243351 Denoted 'N'	Liverpool City Council
17.	Positive Covenant	Part Lot 1/ D.P.1243351 Denoted 'O'	Liverpool City Council
18.	Right of Access 10.5 Wide (J)	323	Liverpool City Council

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 7 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

	Identity of Easement, profit à prendre, 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:-
19.	Positive Covenant	313, 317, 318	Liverpool City Council
20.	Positive Covenant	313, 317, 318	Liverpool City Council
21.	Positive Covenant	312, 316, 319	Liverpool City Council

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 8 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

An Easement for Services in the terms of Part 3 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 1 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 & 3 in the plan.

2.1 The owner of the lot benefitted by:

- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site (including any roof structure of the lot burdened) for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefitted or overhanging structures within the easement site;
 - (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;
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out the necessary works.

2.2 In exercising the rights under this clause 2.1, the owner of the lot benefitted must:

- (a) Ensure that all work on the lot benefitted or overhanging structures is done properly and carried out as quickly as practicable;
- (b) Cause as little inconvenience to the owner and any occupier of the lot burdened;
- (c) Cause as little damage as practicable to the lot burdened and any improvement on it;
- (d) Restore the lot burdened as nearly as is practicable to its former condition; and
- (e) Make good any collateral damage.

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

- 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 Access, Maintenance and Overhang and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 2 & 3 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

The terms set out in Memorandum No AK104621 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the 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.

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 10 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

- 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 denoted 'D'.
- 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 metres 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 prescribed authority 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.
- 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.

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 11 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the 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 denoted 'E'

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

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.

Name of Authority empowered to release vary or modify the terms of the easement and restrictions numbered 4, 5 & 6 in the plan is Epsilon Distribution Ministerial Holding Corporation.

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

7.1 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.

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 12 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

7.2 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.

7.3 No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.

7.4 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 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.

7.5 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.

7.6 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 colorbond fence provided that colorbond fence can only use colours shale grey, dune, basalt & woodland grey.

7.7 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.

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 13 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

7.8 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 Austral Pty Limited or its successors in title or assigns.

7.9 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped concrete or pavers or as approved by Crownland Austral Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.

7.10 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.

7.11 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.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

No dwelling shall be erected on the lot hereby burdened unless sited and constructed in accordance with controls set out in the Building Envelope Plan approved by Notice of Determination No. DA-147/2018/A issued by Liverpool City Council on 19 February 2019.

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 8 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 14 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No dwelling shall be erected on the lot hereby burdened unless it is a detached dwelling and that the lots may not be further subdivided to create additional residential allotments.

Waste collection vehicles must only collect the domestic waste bins from kerb and gutter in Mugagaru Street and are not to enter the sites via the shared driveway.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

No further development consent can be issued over the lot hereby burdened unless it results in the creation of three (3) residential allotments.

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

11.1. The owner of the lot benefited may:

- (a) by any reasonable means pass across each lot burdened but only within the easement site, to get to and from the lot benefited;
 - (i) taking anything on to the lot burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened;
 - (ii) carrying out work within the easement site such as repairing or maintaining the easement site.

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 15 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

11.2 In exercising those powers, the owner of the lot benefited must:

- (a) Ensure that all work on the lot benefited is done properly;
- (b) Cause as little convenience as is practicable to the owner and any occupier of the lot burdened;
- (c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) Restore the lot burdened as nearly as is practicable to its former condition; and
- (e) Make good any collateral damage.

11.3 The owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited.

An Easement for Services in the terms of Part 11 Schedule 8 of the conveyancing Act 1919 (as amended) is created.

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

12.1 The Burdened Lot Owner will in respect of the Right of Carriageway thirdly referred to in the abovementioned plan:

- (a) maintain the drive way surface and any associated drainage system in reasonable working condition; and
- (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition.

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 16 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

- 12.2 For the purposes of section 88BA of the Conveyancing Act 1919, the Burdened Lot Owner and the owner of the lot benefited covenant that:
- (c) the Burdened Lot Owner must undertake maintenance and repair described in paragraphs 8.1(a) and 8.1(b); and
 - (d) each owner of the lots benefited must reimburse the Burdened Lot Owner for all costs incurred by the Burdened Lot Owner in complying with paragraph 8.2(a) in equal proportions (the Benefitted Lot Amount).
- 12.3 The Burdened Lot Owner must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited.
- 12.4 The Burdened Lot Owner 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 Right of Carriageway and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority whose consent is required to release vary or modify the term of the easement and restriction numbered 9, 10, 11 & 12 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

An Easement for Services in the terms of Part 3 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 13 in the plan is Liverpool City Council.

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 17 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

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 within the lots hereby burdened 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 a 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 device.

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 to be constructed and/or installed on the land as required by Development Consent No 147/2018A and as detailed on the plans approved by Liverpool City Council as Construction Certificate No. xxxxx on xx xxxxx 2020 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-xxxxx.

Liverpool City 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 quality control devices and outlet works within the lots hereby burdened.

Name of Authority whose consent is required release vary or modify restriction numbered 14 in the plan is Liverpool City Council.

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 18 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the 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 lots hereby burdened, 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, in accordance with the Maintenance Schedule, a copy of which is held on Council File xxxxx. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
- (c) For the purpose 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 and 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 matter 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 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.

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General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 19 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

- (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, charges 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 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. 147/2018A and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. xxxxx on xx xxxxx 2020 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. A copy of this Construction Certificate is held on Council File xxxxx.

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 within the lots hereby burdened.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 15 in the plan is Liverpool City Council.

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 20 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed within the lots hereby burdened 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 a 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 device.

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 Stormwater Pre-treatment System to be constructed and/or installed on the land as required by Development Consent No 147/2018A and as detailed on the plans approved by Liverpool City Council as Construction Certificate No. xxxxx on xx xxxxx 2020 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-xxxxx.

Liverpool City 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 Stormwater Pre-treatment System and future temporary quality control devices and outlet works within the lots hereby burdened.

Name of Authority whose consent is required release vary or modify restriction numbered 16 in the plan is Liverpool City Council.

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 21 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, 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, in accordance with the Maintenance Schedule, a copy of which is held on Council File xxxxx. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose 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 and 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 matter 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.
4. Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
 - (c) 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.

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General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 22 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

- (d) The Council may recover from the registered proprietor in a court of competent jurisdiction:
- III. 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.
 - IV. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges 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.
5. 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 restriction, 'the system' means the Temporary Stormwater Pre-treatment System constructed and/or installed on the land as required by Development Consent No. 147/2018A and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. xxxxx on xx xxxxx 2020 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. A copy of this Construction Certificate is held on Council File xxxxx.

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 within the lots hereby burdened.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 17 in the plan is Liverpool City Council.

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 23 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 18 in the plan.

An Easement for Services in the terms of Part 14 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 18 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 19 in the plan.

(1 metre Driveway Planting Strip)- Terms subject to clarification.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 19 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 20 in the plan.

- 20.1 In this positive covenant “**bin storage area**” means the area between the kerb line and the boundary denoted in accordance with the following along Mugagaru Street.

Lot burdened by Positive Covenant Number 20	Denoted On Plan As:
313	'Q'-'R'
317	'S'-'T'
318	'U'-'V'

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 24 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

20.2 Owners and occupiers of lots burdened must:

- (a) store all forms of garbage, green waste and recycling within the appropriate garbage bins on their respective lots.
- (b) place all garbage, green waste and recycling bins in the designated communal garbage, green waste and recycling collection area within 24 hours of the collection time.
- (c) collect and return the empty garbage, green waste and recycling bins to their respective lots within 12 hours after collection has taken place, and
- (d) release Liverpool City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Liverpool City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Liverpool City Council or any agent acting on its behalf.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 20 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 21 in the plan.

21.1 In this positive covenant “**bin storage area**” means the area between the kerb line and the boundary denoted in accordance with the following along Mugagaru Street.

Lot burdened by Positive Covenant Number 21	Denoted On Plan As:
312	'Q'-'R'
316	'S'-'T'
319	'U'-'V'

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 25 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

21.2 The Owner of the lot burdened acknowledges that the bin storage area will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly on collection day. The number of bins will exceed the two belonging to the owner of the lot burdened and will include two bins for every lot entitled to place bins in the bin storage area in accordance with Positive Covenant numbered 20.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 21 in the plan is Liverpool City Council.

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General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 26 of 28 Sheets

Plan:

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Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

EXECUTED by Crownland Austral Pty Ltd
(ACN 611 846 998)
In accordance with section 127 (1) of the
Corporations Act:

)
)
)
)

.....
Signature of Sole Director and Secretary

.....
Name of Sole Director and Secretary

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 27 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

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:

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

Power of attorney:
Book 4727 No 524

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

Endeavour Energy reference:

Date of signature:

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

Lengths are in Metres

Sheet 28 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Liverpool City Council by its authorised delegate pursuant to s.377 of Local Government
Act 1993 No 30

(name of delegate)

.....
Signature of Delegate

.....
Name of Delegate (print)

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

.....
Signature of Witness

.....
Name of Witness (print)

.....
Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v1 06-02-20

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 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;">D.P. DRAFT REVISION [01] DATE: 06/02/2020</p>	
<p>PLAN OF SUBDIVISION OF LOT 323 D.P.</p>	<p>LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, ANDREW RICHARD THOMAS of CRAIG & RHODES PTY LTD 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, or</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, or</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:</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>Signature:Dated:</p> <p>Surveyor Identification No: 247.....</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> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 20px auto; width: fit-content;"> <p>PLAN NOT FOR NSW LRS INVESTIGATION</p> </div>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <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:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 046-16-3B</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 323 D.P.**D.P. DRAFT**

REVISION [01] DATE: 06/02/2020

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 FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (B)
2. RESTRICTION ON USE OF LAND

- TO RELEASE:

1. RIGHT OF ACCESS 10.5 WIDE (J) VIDE D.P.

**PLAN NOT FOR NSW LRS
INVESTIGATION**

If space is insufficient use additional annexure sheet

Surveyor's Reference: 046-16-3B

Office Use Only

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PLAN OF
SUBDIVISION OF LOT 323 D.P.**D.P. DRAFT**

REVISION [01] DATE: 06/02/2020

Subdivision Certificate number:

Date of Endorsement:

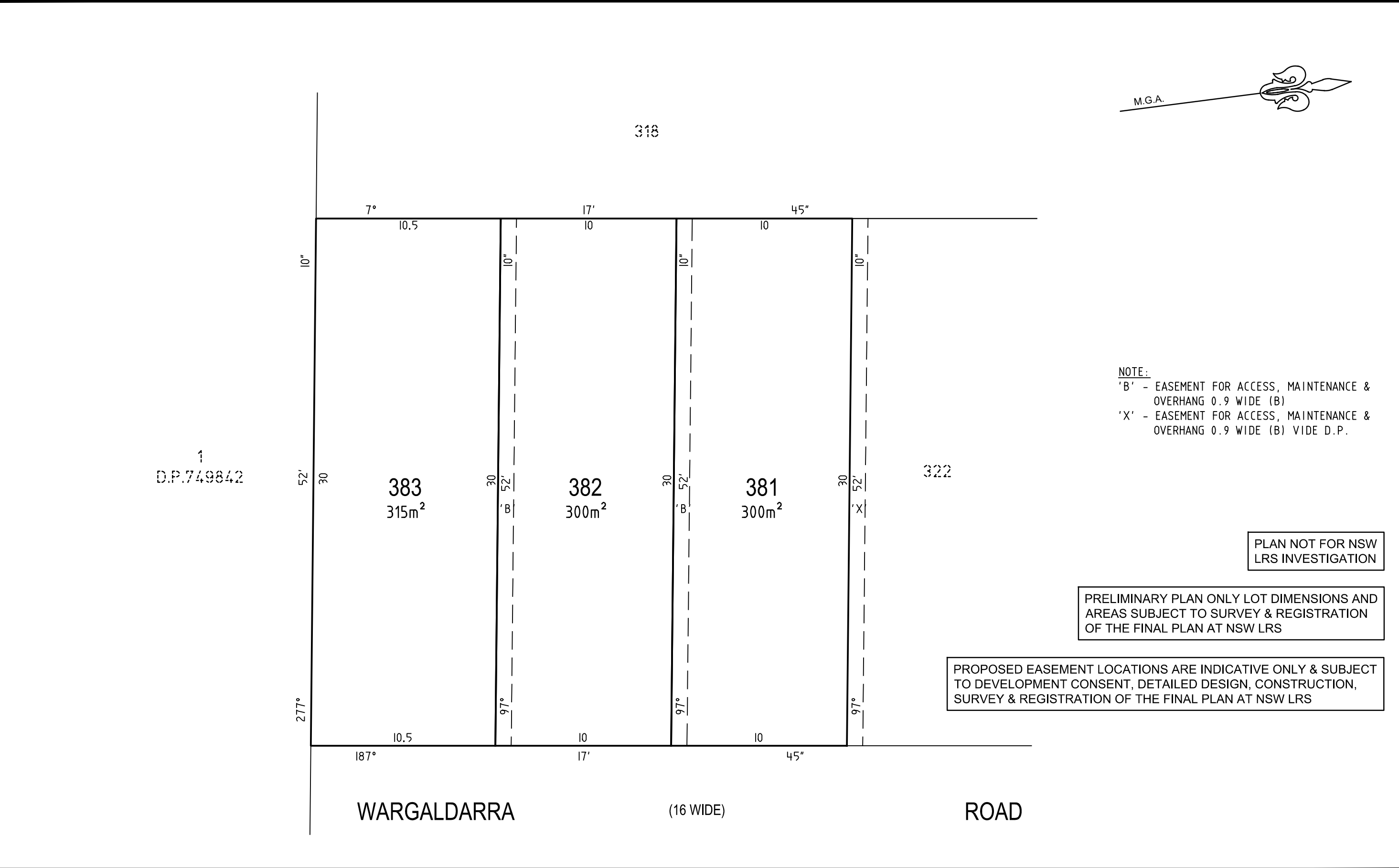
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- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PLAN NOT FOR NSW LRS
INVESTIGATION

If space is insufficient use additional annexure sheet

Surveyor's Reference: 046-16-3B



<div>SURVEYOR</div> <div>Name: ANDREW RICHARD THOMAS</div> <div>Date:</div> <div>Reference: 046-16-3B</div>	<div>PLAN OF</div> <div>SUBDIVISION OF LOT 323 D.P.</div>	<div>LGA: LIVERPOOL</div> <div>Locality: AUSTRAL</div> <div>Reduction Ratio: 1: 200</div> <div>Lengths are in metres</div>	<div>Registered</div>	<div>D.P. DRAFT</div> <div>REVISION [01] DATE: 06/02/2020</div>
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 6 Sheets

Plan:

Plan of Subdivision of Lot 323 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Full Name and address of Proprietor of land:	Crownland Austral Pty Ltd (ACN 611 846 998) Suite 301, Level 3 95 Pitt Street SYDNEY NSW 2000
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Part 1 (Creation)

	Identity of Easement, profit à prendre, 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.	Easment for Access, Maintenance & Overhang 0.9 Wide (B)	381 382	382 383
2.	Restriction on Use of Land	Each Lot 381 to 383 inclusive	Every other Lot 381 to 383 inclusive

Part 1 (Release)

	Identity of Easement, profit à prendre, 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.	Right Of Access 10.5 Wide (J)	323	Liverpool City Council

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General Manager / Authorised Officer
CR Ref: 046-16-3B v1 06-02-20

Lengths are in Metres

Sheet 2 of 6 Sheets

Plan:

Plan of Subdivision of Lot 323 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

- 1.1 The owner of the lot benefitted by:
- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site (including any roof structure of the lot burdened) for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefitted or overhanging structures within the easement site;
 - (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;
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out the necessary works.
- 1.2 In exercising the rights under this clause 1.1, the owner of the lot benefitted must:
- (a) Ensure that all work on the lot benefitted or overhanging structures is done properly and carried out as quickly as practicable;
 - (b) Cause as little inconvenience to the owner and any occupier of the lot burdened;
 - (c) Cause as little damage as practicable to the lot burdened and any improvement on it;
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage.
- 1.3 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.
- 1.4 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

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General Manager / Authorised Officer

CR Ref: 046-16-3B v1 06-02-20

Lengths are in Metres

Sheet 3 of 6 Sheets

Plan:

Plan of Subdivision of Lot 323 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

1.5 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 Access, Maintenance and Overhang and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 1 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

2.1 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.

2.2 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.

2.3 No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.

2.4 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 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.

2.5 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.

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.....
General Manager / Authorised Officer
CR Ref: 046-16-3B v1-06-02-20

Lengths are in Metres

Sheet 4 of 6 Sheets

Plan:

Plan of Subdivision of Lot 323 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

2.6 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 colorbond fence provided that colorbond fence can only use colours shale grey, dune, basalt & woodland grey.

2.7 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.

2.8 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 Austral Pty Limited or its successors in title or assigns.

2.9 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped concrete or pavers or as approved by Crownland Austral Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.

2.10 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.

2.11 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.

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 046-16-3B v1-06-02-20

Lengths are in Metres

Sheet 5 of 6 Sheets

Plan:

Plan of Subdivision of Lot 323 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

EXECUTED by Crownland Austral Pty Ltd)
(ACN 611 846 998))
In accordance with section 127 (1) of the)
Corporations Act:)

.....
Signature of Sole Director and Secretary

.....
Name of Sole Director and Secretary

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 046-16-3B v1-06-02-20

Lengths are in Metres

Sheet 6 of 6 Sheets

Plan:

Plan of Subdivision of Lot 323 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Liverpool City Council by its authorised delegate pursuant to s.377 of Local Government
Act 1993 No 30

(name of delegate)

.....
Signature of Delegate

.....
Name of Delegate (print)

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

.....
Signature of Witness

.....
Name of Witness (print)

.....
Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 046-16-3B v1-06-02-20

ANNEXURE "B"

REQUISITIONS ON TITLE

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **CROWNLAND AUSTRAL PTY LIMITED ACN 611 846 998**
Purchaser:
Property: **Lot [], 60-66 Gurner Avenue, Austral**
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 Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (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 Property 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 outgoings 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. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the 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 1993* (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 Section 109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in Section 6.4 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 Section 7.4 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? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 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 *GSTRW* 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.

Off the plan contract

33. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

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 AUSTRAL PTY LIMITED (ACN 611 846 998)		
PROPERTY	Lot [], 60-66 Gurner Avenue, Austral 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:		
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 37.3 Penalty interest – clause 37.4 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-147/2018
Has a principal certifying authority been appointed?	<input checked="" 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 (<i>select all that apply</i>).			
<div> <input checked="" type="checkbox"/> draft plan <input type="checkbox"/> draft community / precinct / neighbourhood / management statement </div> <div> <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> draft community / precinct / neighbourhood / development </div> <div> <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata management statement </div> <div> <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft building management statement </div> <div> <input type="checkbox"/> draft strata development contract </div>			

ANNEXURE "E"

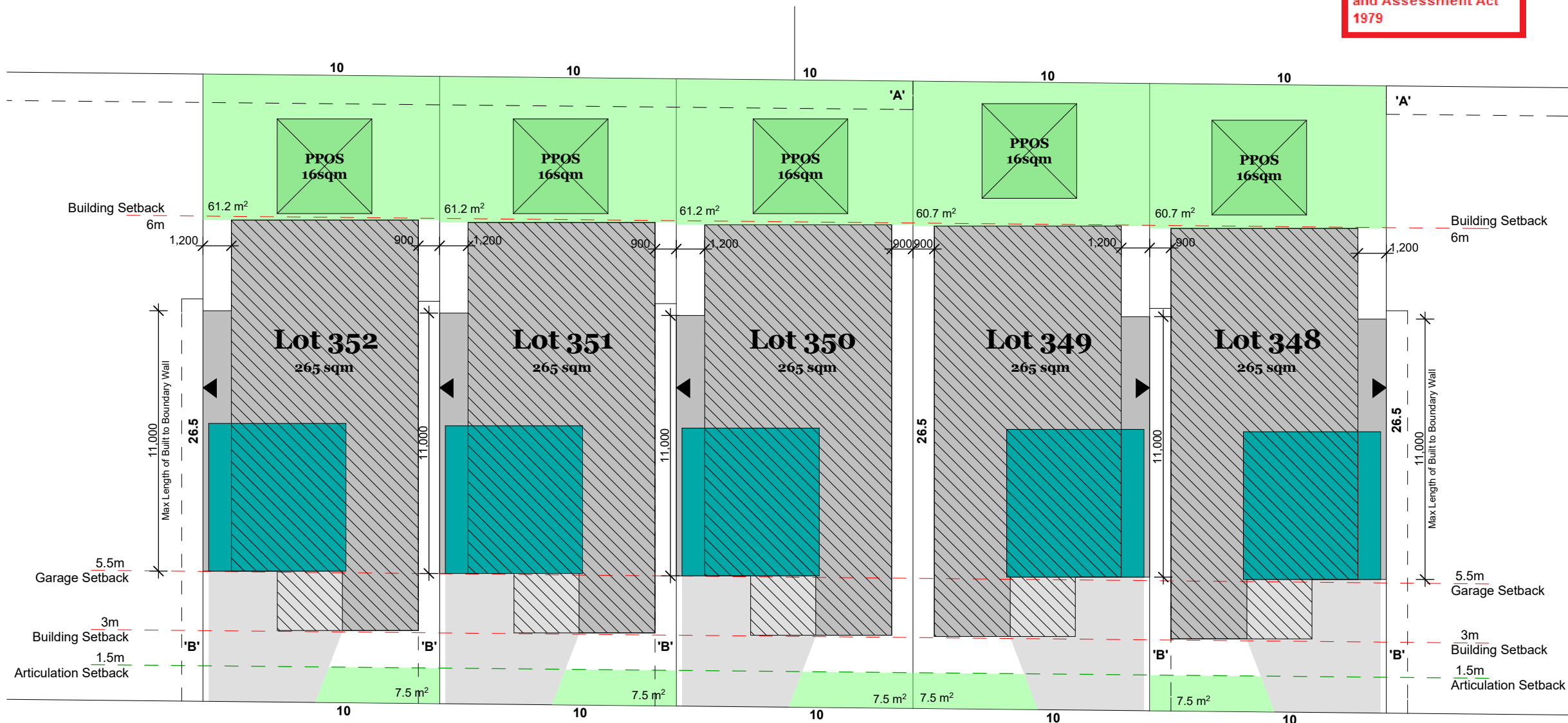
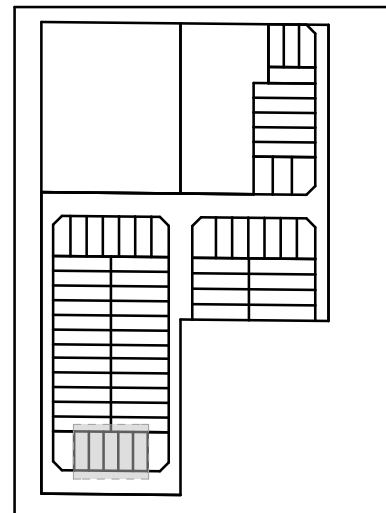
BUILDING ENVELOPE PLANS (BEP)

LIVERPOOL
CITY
COUNCIL

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in relation to:

DA-147/2018

In accordance with the
Environmental Planning
and Assessment Act
1979



KEY

- Articulation setback
- Building setback
- Zerolot boundary
- Primary building Ground Floor
- Preferred 2nd storey location
- Preferred garage location
- 60m² Landscaped area
- PPOS (Principle Private Open Space)
- Driveway

'A' EASEMENT FOR DRAINAGE (1.2m WIDE)
'B' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

**NOTE: THESE BUILDING ENVELOPE PLANS ARE IN
ACCORDANCE WITH THE GREENFIELDS HOUSING CODES**



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NSW Nominated Architects
Koos de Keijzer 5767 & David Randerson 8542



Project Name
Project Number
Date
Scale

Gurner Ave Stage 3
03/07/2018
1 : 200@A3

Drawing Name
Drawing Number
Revision

BEP - Lot 348-352 (Double
Storey Construction)
A

GFA Calculations

SITE AREA:
265m2

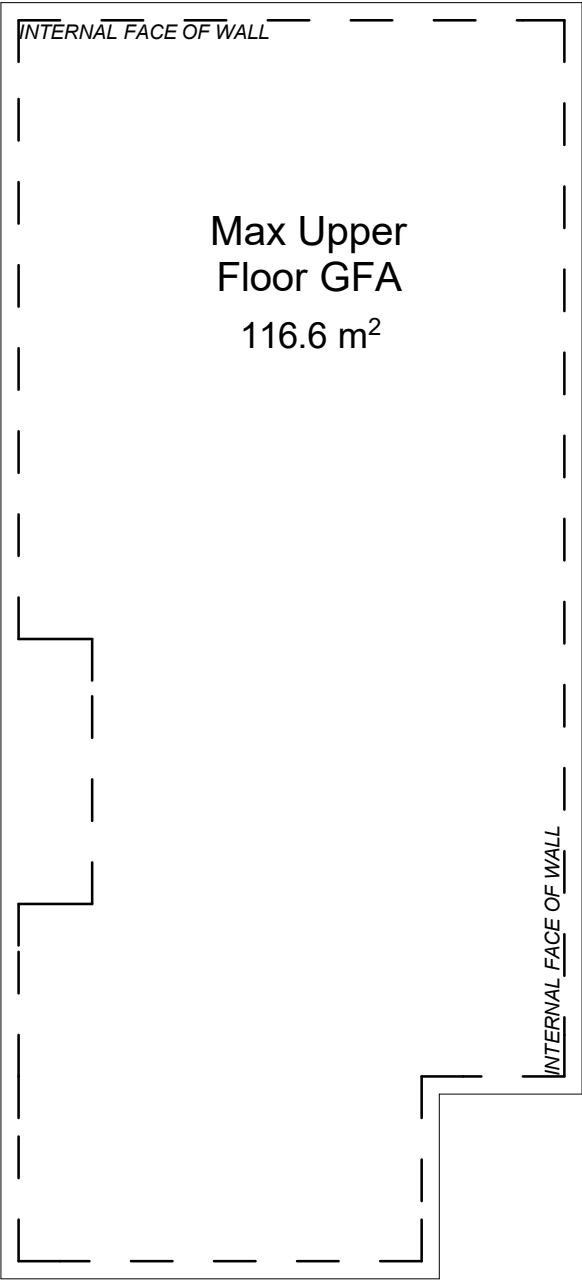
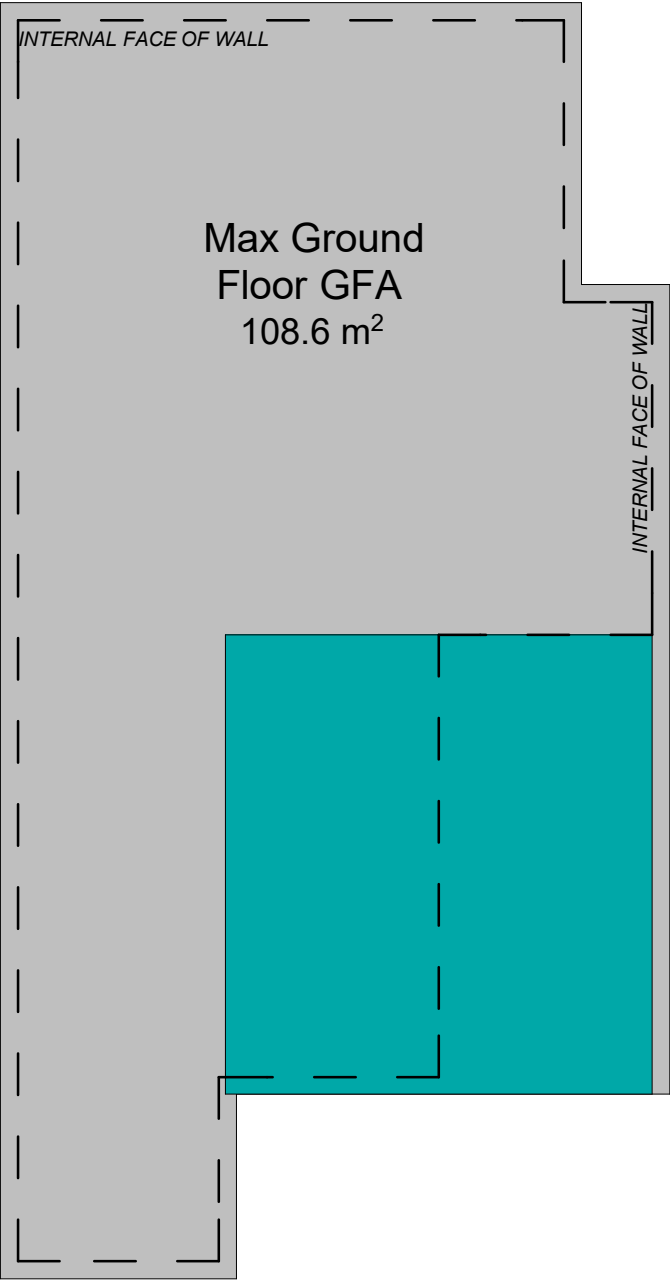
MAX TOTAL GFA
(75% of Site Area):
198m2

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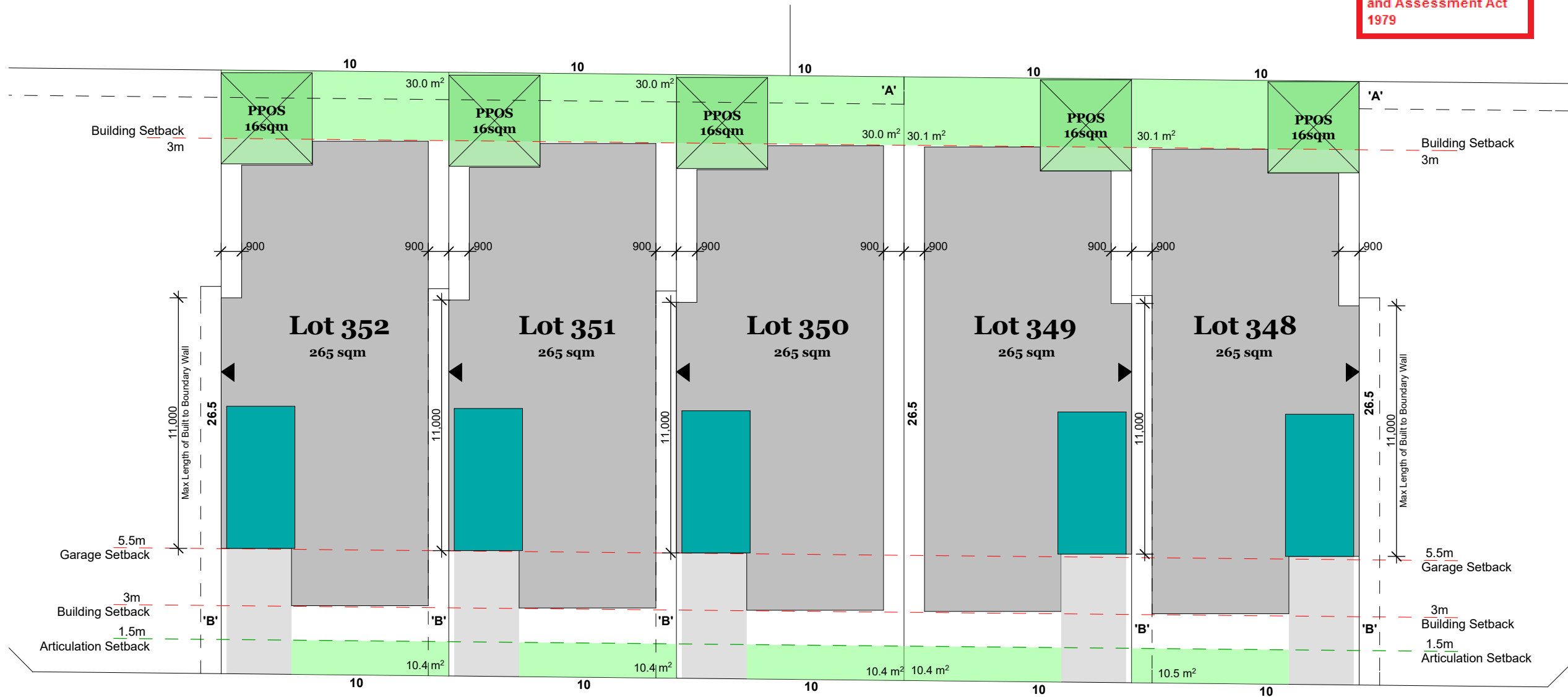
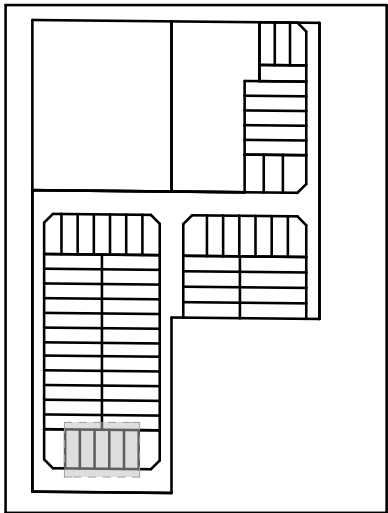
Project Name	Gurner Ave Stage 3
Project Number	
Date	03/07/2018
Scale	1 : 100@A3

Drawing Name	BEP - GFA (Double Storey Construction)
Drawing Number	
Revision	A

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KEY

- Articulation setback
- Building setback
- Zerolot boundary
- Primary building Ground Floor
- Preferred 2nd storey location
- Preferred garage location
- 60m² Landscaped area
- PPOS (Principle Private Open Space)
- Driveway

'A' EASEMENT FOR DRAINAGE (1.2m WIDE)
'B' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

NOTE: THESE BUILDING ENVELOPE PLANS ARE IN ACCORDANCE WITH THE GREENFIELDS HOUSING CODES



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Project Name
Project Number
Date
Scale

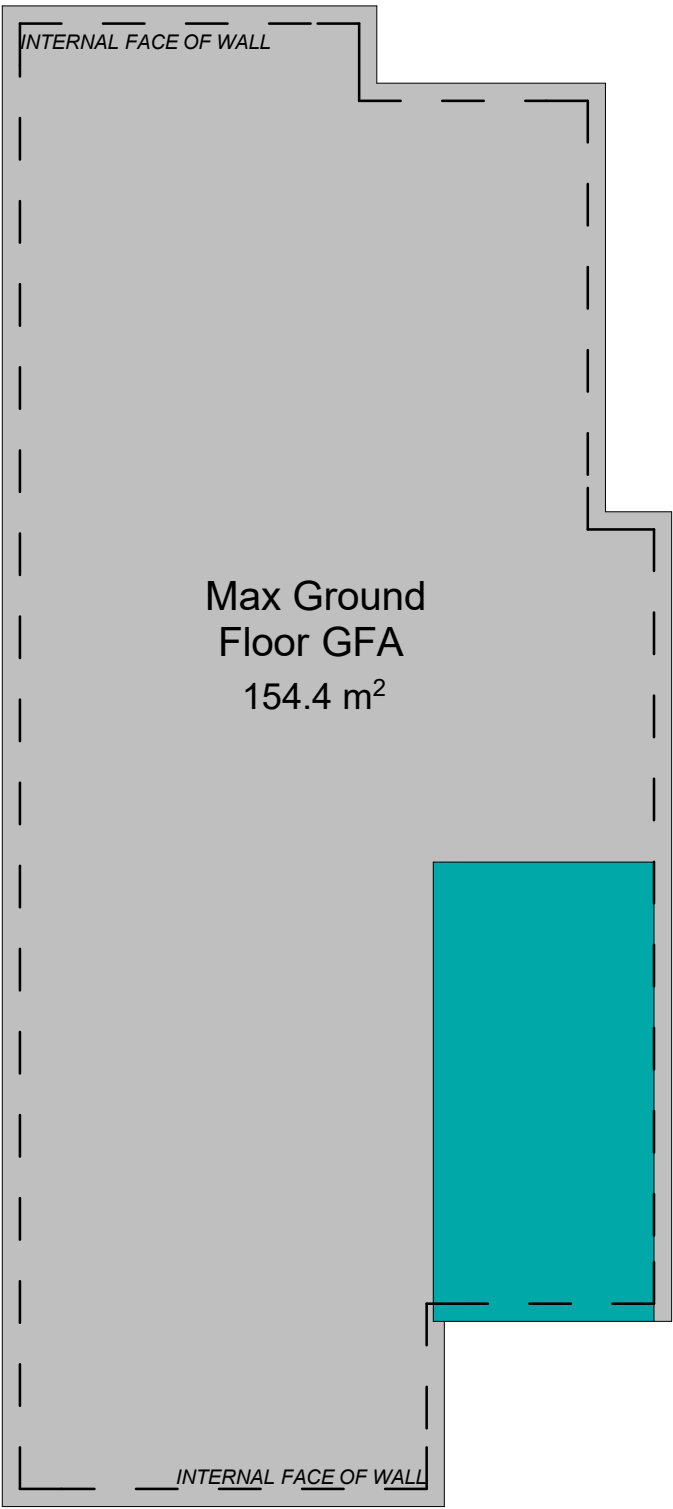
Gurner Ave Stage 3
03/07/2018
1 : 200@A3

Drawing Name
Drawing Number
Revision

BEP - Lot 348-352 (Single
Storey Construction)
A

GFA Calculations

SITE AREA:
265m2
MAX TOTAL GFA
(75% of Site Area):
198m2



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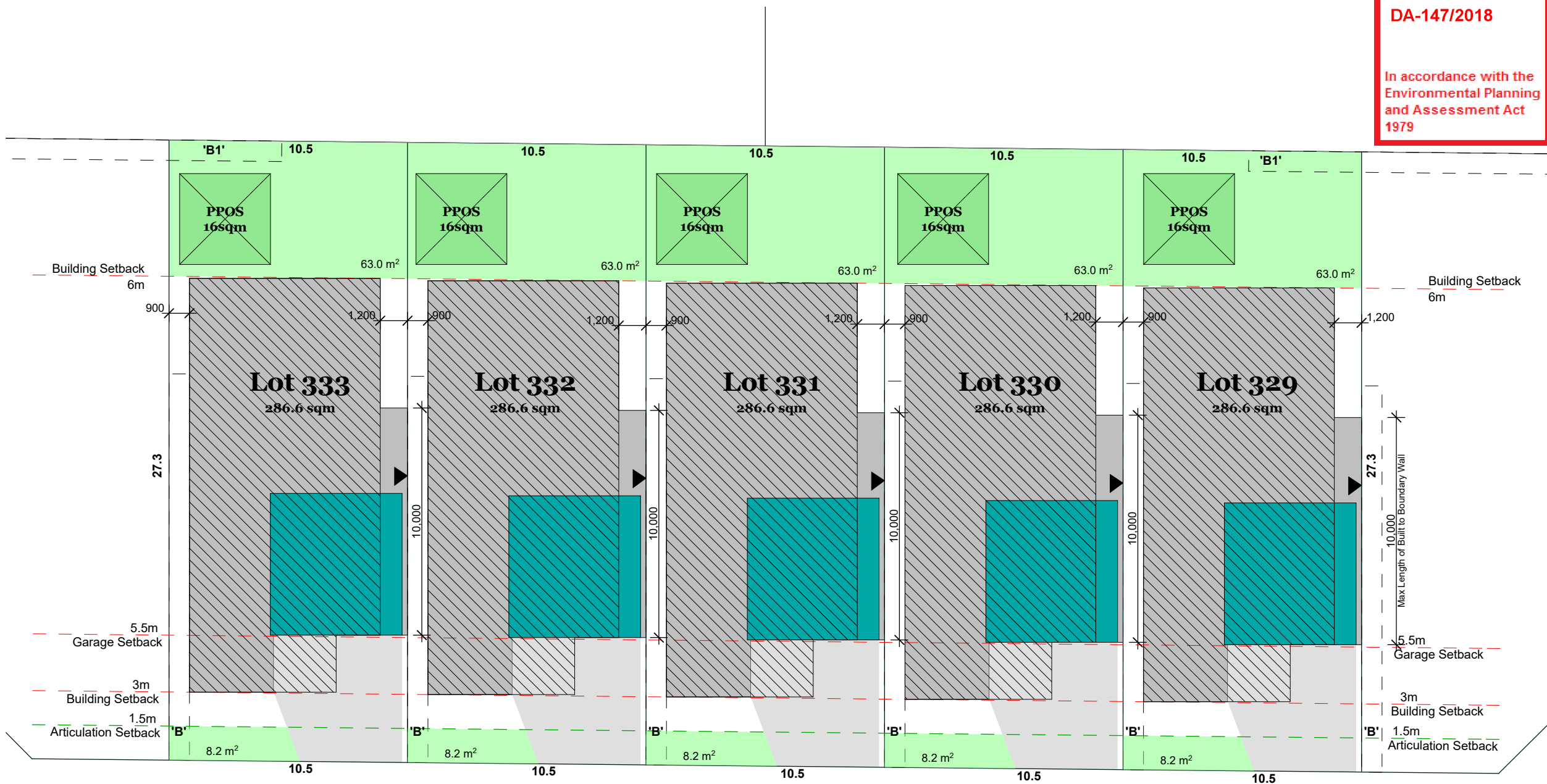
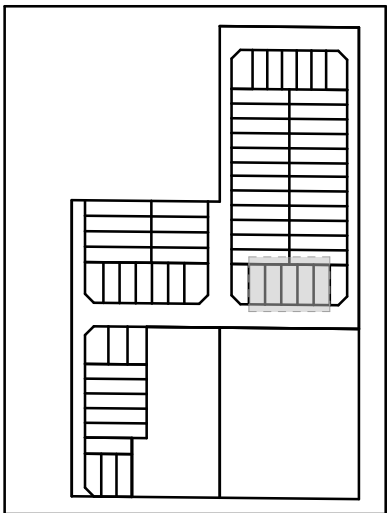
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Project Name	Gurner Ave Stage 3
Project Number	
Date	03/07/2018
Scale	1 : 100@A3

Drawing Name	BEP - GFA (Single Storey Construction)
Drawing Number	
Revision	A



KEY

- Articulation setback
- Building setback
- Zerolot boundary
- Primary building Ground Floor
- Preferred 2nd storey location
- Preferred garage location
- 60m² Landscaped area
- PPOS (Principle Private Open Space)
- Driveway

'B' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)
'B1' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

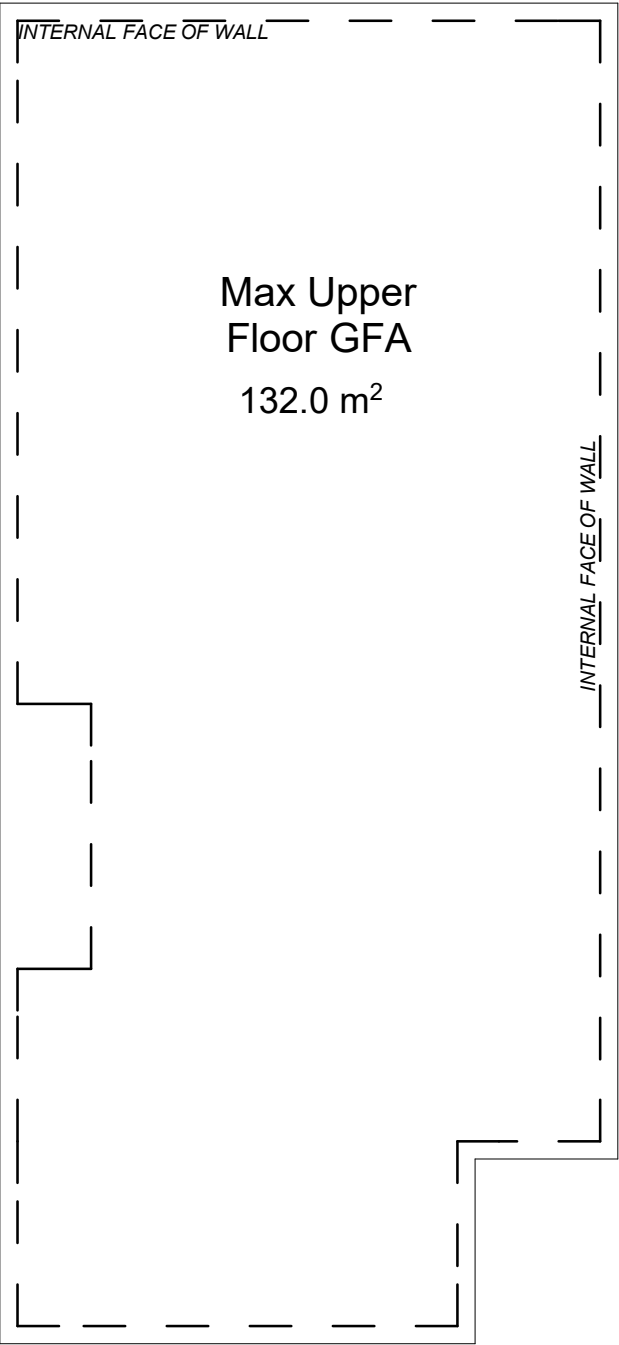
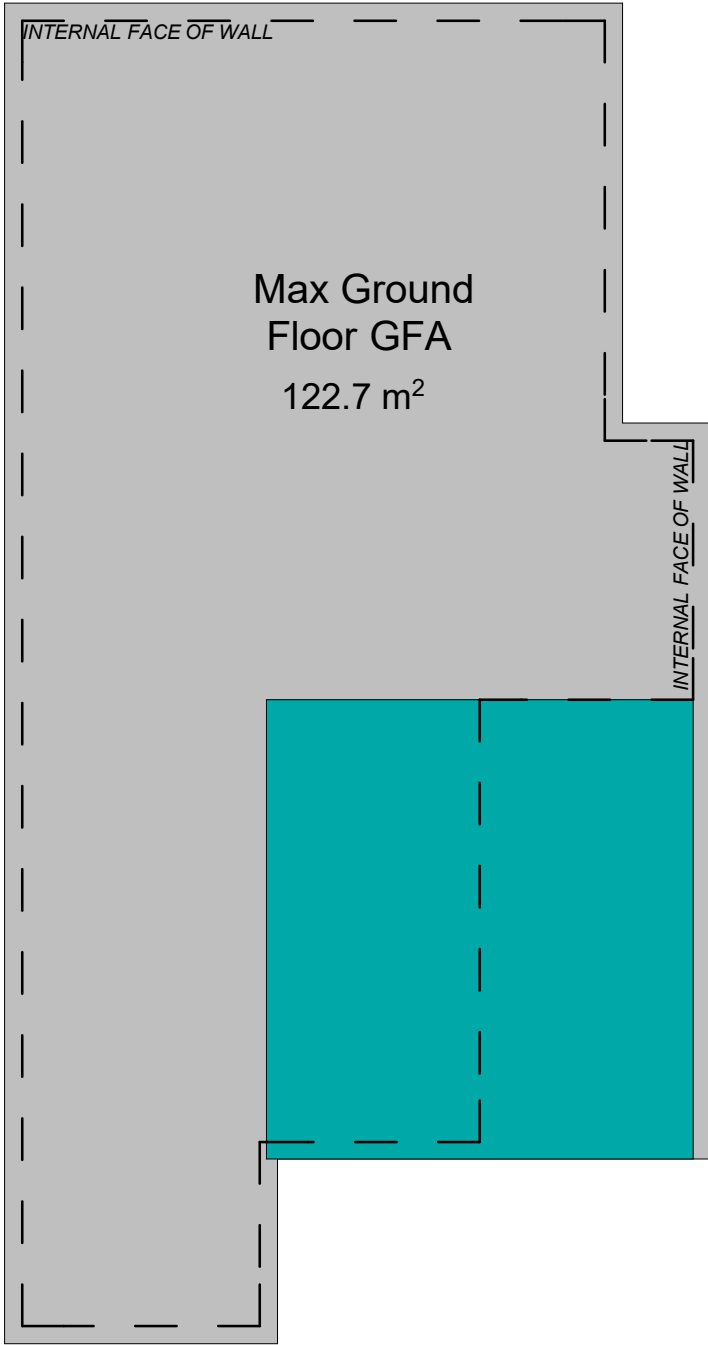
NOTE: THESE BUILDING ENVELOPE PLANS ARE IN ACCORDANCE WITH THE GREENFIELDS HOUSING CODES



GFA Calculations

SITE AREA:
286.6m2

MAX TOTAL GFA
(75% of Site Area):
214.95m2



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Project Name
Project Number
Date
Scale

Gurner Ave Stage 3

09/10/2018
1 : 100@A3

Drawing Name
Drawing Number
Revision

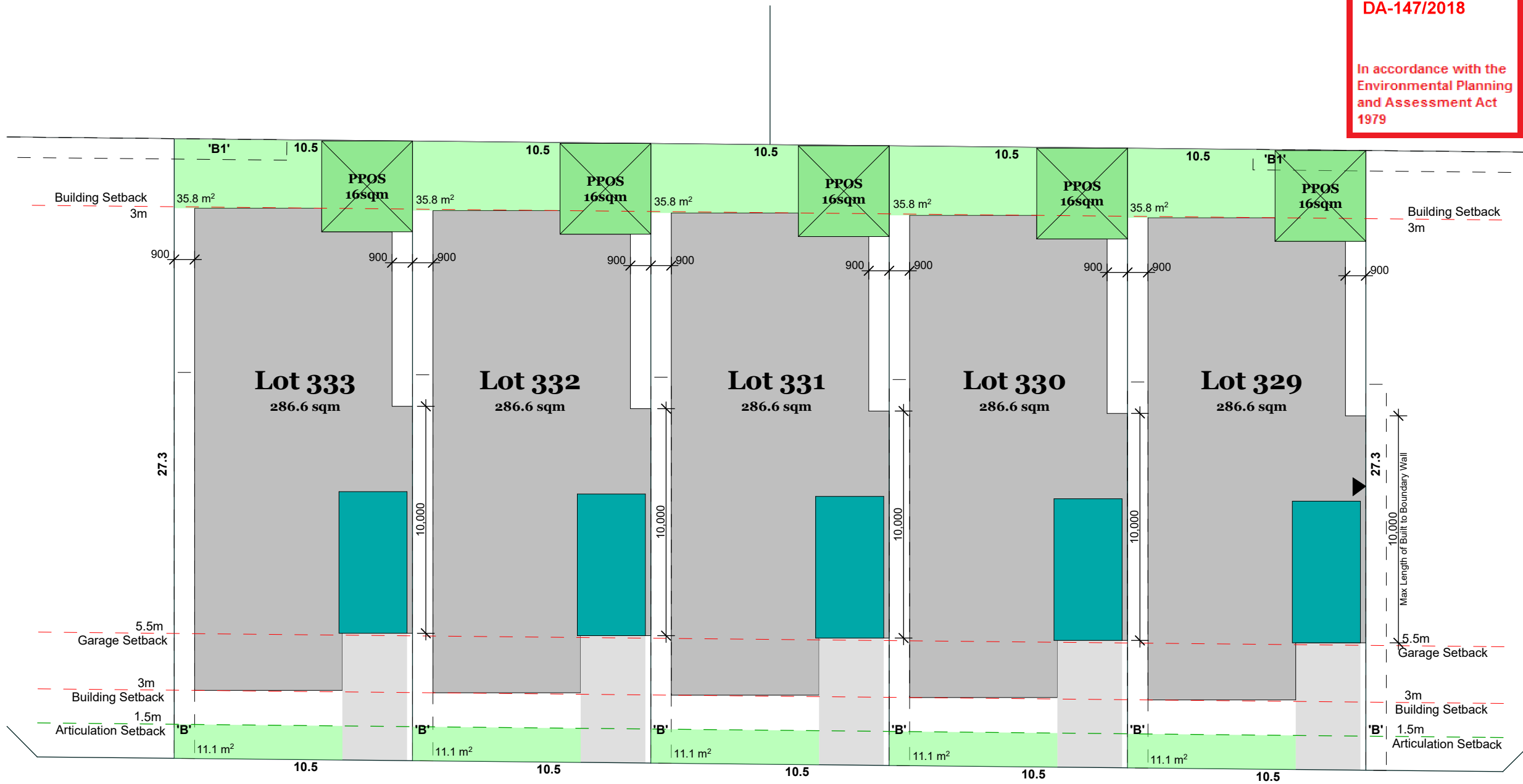
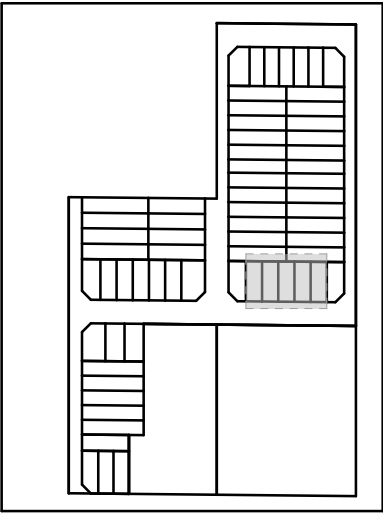
BEP - GFA (Double Storey
Construction)
A

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KEY

- Articulation setback
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- Driveway

'B' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)
'B1' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

NOTE: THESE BUILDING ENVELOPE PLANS ARE IN ACCORDANCE WITH THE GREENFIELDS HOUSING CODES



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Project Name
Project Number
Date
Scale

Gurner Ave Stage 3
09/10/2018
1 : 200@A3

Drawing Name
Drawing Number
Revision

BEP - Lot 329-333 (Single
Storey Construction)
A

GFA Calculations

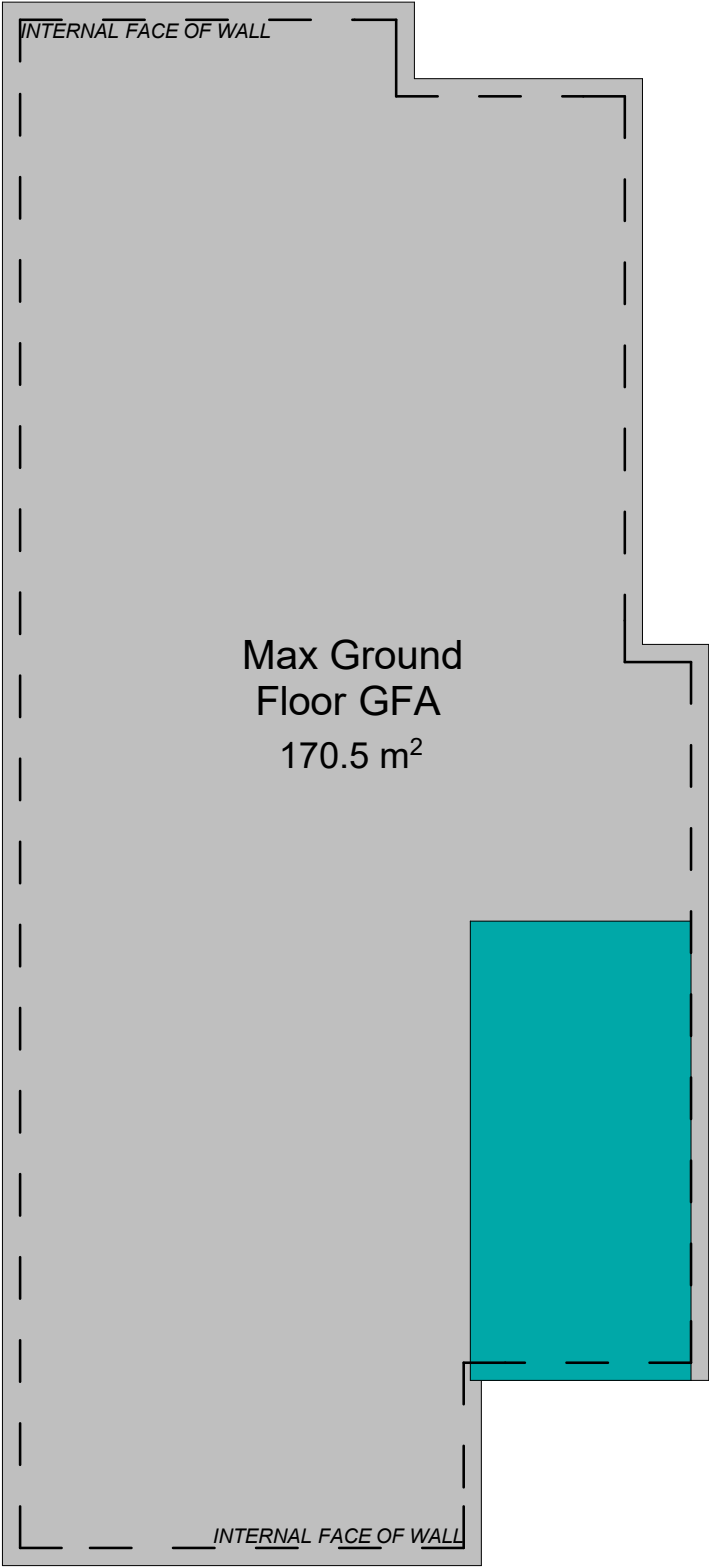
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SITE AREA:
286.6m2
MAX TOTAL GFA
(75% of Site Area):
214.95m2



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Project Name
Project Number
Date
Scale

Gurner Ave Stage 3

09/10/2018
1 : 100@A3

Drawing Name
Drawing Number
Revision

BEP - GFA (Single Storey
Construction)
A

ANNEXURE "F"

DRAFT SEWER PLAN

APPROX. 72.46m OF DN150 MAIN IN
OD406 STEEL BORED ENCASING PIPE.
REFER DETAIL & SEE DRG. SEW-1402

CAUTION
EXISTING PRIVATE POWER POLE AND PROPERTY REAR
ACCESS DRIVEWAY DIRECTLY ADJACENT TO BOUNDARY

DN1200 M.H. WITH TRAFFICABLE
TYPE CLASS 'D' COVER &
FRAME TO BE CONSTRUCTED
SEE NOTE 2.

CAUTION
BURIED PRESSURE
SEWER GATE VALVES

LEICHARDT

ROAD

STREET

WALLUP

STREET

GURNER

ESTOC

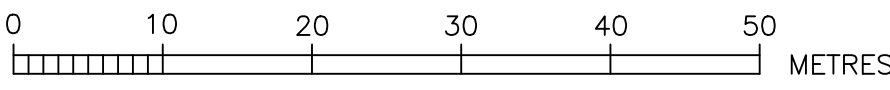
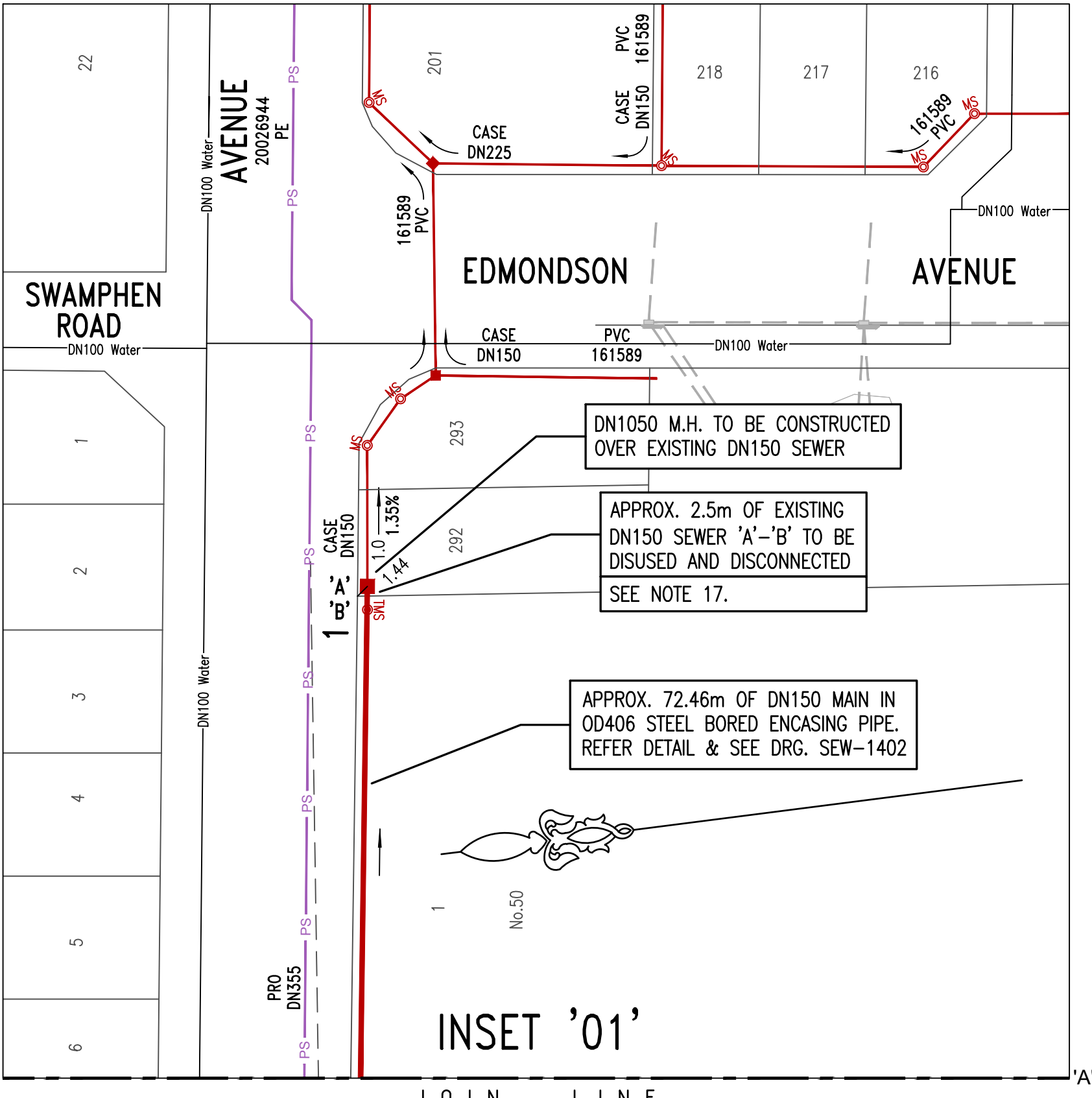
LANG

AVENUE

SUNCO

ROAD

NOT FOR
CONSTRUCTION



■ DENOTES EASEMENT FOR PADMOUNT SUBSTATION
MINIMUM 2.75 x 6.50m
'B' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
'B1' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
'X' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE VIDE STAGE 3A

WORK AS CONSTRUCTED CERTIFICATION		Sydney WATER	
DEVELOPER	W.S.C.	Case No.171536WW	SHT 2 OF 4 SHTS.
CONSTRUCTOR	COMPLETED		
W.A.C. PREPARED			
DESIGNER			
I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS		SYDNEY WATER CORPORATION FOR DETAILS OF SERVICES SEE SHEET 1	