


Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	Crownland Kelly St Pty Ltd as trustee for Crown Trust 31 Suite 301, Level 3/87-95 Pitt Street, Sydney, NSW 2000	
vendor's solicitor	 Convey Shop Pty Ltd Level 1, Suite 3, 20 Old Northern Road, Baulkham Hills NSW 2153 P.O. Box 1265, Baulkham Hills NSW 1755 E:info@conveyancingshop.net.au	Phone:(02) 9686 3366 Fax: (02) 9686 8808 Ref: JG:20/5344
date for completion	See special condition 65	(clause 15)
land (address, plan details and title reference)	Lot [], 32-38 Kelly Street, Austral, New South Wales 2179 Lot [] in an unregistered plan of subdivision in Lots 101, 102, 103 and 104 in Deposited Plan 1245089 Part Folio Identifier 101/1245089, 102/1245089, 103/1245089 and 104/1245089	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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 type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant land	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

vendor	GST AMOUNT (optional) The price includes GST	witness
purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		witness
FIRB approval <input type="checkbox"/> NO <input type="checkbox"/> yes required		

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yesNominated **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):**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 a **GSTRW payment**
(GST 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 Kelly St Pty Ltd as trustee for Crown Trust 31**

Supplier's ABN: **32 912 205 963**

Supplier's GST branch address (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**: **100%**

If more than one supplier, provide the above details for each supplier.Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **7% of the Price**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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input checked="" type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input checked="" type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<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	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input checked="" type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. 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 at **32-38 Kelly Street, Austral**, from **Crownland Kelly St Pty Ltd as trustee for Crown Trust 31** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **Crownland Kelly St Pty Ltd as trustee for Crown Trust 31** and am not employed in the legal practice of a solicitor acting for **Crownland Kelly St Pty Ltd as trustee for Crown Trust 31** nor am I a member or employee of a firm of which a solicitor acting for **Crownland Kelly St Pty Ltd as trustee for Crown Trust 31** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

This is the execution page to the contract for sale between Crownland Kelly St Pty Ltd, ACN 617 014 972 as trustee for Crown Trust 31, ABN 32 912 205 963 and the Purchaser for Lot in an unregistered plan of subdivision of Lots 101, 102, 103 and 104 in Deposited Plan 1245089, being part folio identifiers 101/1245089, 102/1245089, 103/1245089 and 104/1245089 dated

Vendor

)
)

Executed by Crownland Kelly St Pty Ltd, ACN 617 014 972 by its attorney
pursuant to registered
power of attorney Book No

Witness

Attorney

Name:

Purchaser

Executed by
Pursuant to s127 of the Corporations
Act 2001

Sole Director Secretary

Name:

)
)

Executed by
Pursuant to s127 of the Corporations
Act 2001

Director

Director/Secretary

Name:

Name:

Executed by
In the presence of

Purchaser

Witness

Name:

Executed by
In the presence of

Purchaser

Witness

Name:

)
)

Executed by
In the presence of

Guarantor

Witness

Name:

Executed by
In the presence of

Guarantor

Witness

Name:

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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is 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

PART A - GENERAL

33. Amendment to Printed Conditions

The parties acknowledge that the printed conditions of this contract are amended as follows:

- (a) Clause 1 – definition of ‘*depositholder*’, delete the words ‘*vendor’s agent*’ and replace with ‘*vendor’s solicitor*’;
- (b) definition of ‘*settlement cheque*’ – replace with ‘*an unendorsed bank cheque made payable to the person to be paid, or if authorised in writing by the vendor or the vendors solicitor, some other cheque*’;
- (c) Clause 1 – definition of ‘*work order*’ - add the words “*from any competent authority or adjoining owner*” at the end of ‘*order*’;
- (d) Clause 2.4 - delete the words ‘*cash or*’;
- (e) Clause 5.1 - delete the words ‘*or it is a general question about the property or the title*’;
- (f) Clause 5.3 - delete the whole clause;
- (g) Clause 7.2.1 – replace ‘*10%*’ with ‘*1%*’;
- (h) Clause 8.2 – delete;
- (i) Insert after Clause 9.1 the words ‘*and if the deposit is less than 10% of the price recover the difference between the 10% of the price and the deposit paid.*’;
- (j) Clause 10.1- in 10.1.8 and 10.1.9, delete the word ‘*substance*’ where appearing and replace with the word ‘*existence*’ and delete the word ‘*disclosed*’ where appearing and replace with the word ‘*noted*’;
- (k) Clause 10.2 - add the words ‘*make a claim, requisition*’ after the word ‘*rescind*’;
- (l) Clause 12 - delete;
- (m) Clause 14.4.2 is deleted in its entirety;
- (n) Clause 14.8 - add the words ‘*by any competent authority*’ after the word ‘*started*’;
- (o) Clause 16.5 - the words ‘*plus another 20% of that fee*’ to be deleted;
- (p) Clause 16.8 - delete;
- (q) Clause 17.3 – delete;
- (r) Clause 22.1 – add at the end ‘*and the purchaser is an Australian permanent resident and is not required to lodge an application under that Act in relation to its acquisition of the property*’;
- (s) Clause 28 - is deleted;
- (t) Clause 29 – is deleted; and
- (u) Clause 31.4 is deleted.

34. Special Conditions to Prevail

In the event of any discrepancy between these Special Conditions and the printed form of contract, these Special Conditions prevail.

35. Annexure as Agent

The Purchaser acknowledges that if prior to the signing of this contract by or on behalf of the Purchaser, documents or copies of documents of the kind referred to in this contract were attached to this contract at the request of the Vendor or the solicitor for the Vendor by or on behalf of the Purchaser or the solicitor for the Purchaser, the person so attaching those documents or copies of documents did so as the agent of the Vendor.

36. No Warranty

Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 1995*, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copies of documents annexed to this contract.

37. Interpretation

- a) The following expressions have the following meanings for the purposes of this contract: -
 - “**Acceptable Reduction**” means a reduction in the dimensions or the area of the property specified in the Draft Plan that is less than or equal to five per cent (5.0%).
 - “**BEP**” means the building envelope plans annexed to this contract as Annexure H.
 - “**BEP Lots**” means lots 220-231 and 233-248 in the Draft Plan.
 - “**Council**” means Liverpool City Council.

"Court" means the Land and Environment Court of New South Wales.

"Development Activities" means:

- (a) any form of rock excavation, demolition work, building work or work ancillary to or associated with building work on the Parcel including, without limitation, the installation of services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Parcel;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the Vendor;
- (d) the use of any part of the Parcel in connection with the forms of work referred to in paragraphs (a) to (c) of this definition; or
- (e) the subdivision of land forming part of the Parcel.

"Development Consent" means any development consent issued in relation to the Parcel for the subdivision of the Parcel substantially in accordance with the Draft Plan, as amended or varied from time to time.

"Disclosure Statement" means the disclosure statement and compulsory annexure required pursuant to section 66ZM of the Conveyancing Act 1919 contained in Annexure "H", as amended from time to time.

"Draft Plan" means the draft plan in Annexure "A", as amended from time to time.

"Draft Section 88B Instrument" means the draft section 88B instrument annexed as Annexure "B" or potentially to be annexed as Annexure "B", as amended from time to time.

"Event of Delay" means any one or more of the following reasons:

- (a) industrial conditions;
- (b) inclement weather;
- (c) latent conditions on the Parcel;
- (d) repudiation or abandonment;
- (e) changes in the law;
- (f) directions by an Authority;
- (g) delays in obtaining any approval or consent required to register the Plan;
- (h) delays in securing presales or finance for the Development; and
- (i) any other event not contemplated by the Vendor.

"GST Law" has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.

"Parcel" means the land to be subdivided by the Plan, being folio identifiers 101/1245089, 102/1245089, 103/1245089 and 104/1245089.

"Plan" means the plan registered in respect of the Parcel.

"President" means President of the Royal Australian Institute of Architects NSW Chapter.

"Restricted Matters" means the matters disclosed in clauses 51, 52, 53 and 58.

"Section 88B Instrument" means a section 88B instrument substantially in the form of the Draft Section 88B Instrument, subject to the Vendor's rights in this contract to make variations to the draft instrument.

"Specified Date" means 15 November 2021.

"Works" means the development and construction substantially in accordance with the Development Consent and the requirements and approvals of the Council or the Court from time to time.

- b) Each clause in this contract is severable from each other clause. If for any reason any clause is unenforceable, due to the operation of section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulations 1995* or otherwise, this contract is to be read and construed as if that clause is severed from this contract and the unenforceability of that clause is not to prejudice or in any way affect the enforceability of any of the remaining clauses.
- c) Notwithstanding the completion of this contract, and notwithstanding the registration of the transfer in favour of the Purchaser, any clause to which effect is not given by such completion or registration and which is capable of taking effect after completion or registration is not to merge but remain in full force and effect.
- d) All headings contained in this contract are for guidance only and do not form part of the substance of this contract.
- e) In this contract, words importing the singular number or plural number include the plural number and singular number respectively, words importing one gender include all other genders, and the word "**person**" includes corporations.

- f) This contract is to be construed according to the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales in respect of all matters arising under or in connection with this contract.
- g) The Purchaser acknowledges that at the time it executed this contract the following copy documents were annexed hereto and marked with the letter appearing alongside:

A	Draft Plan
B	Draft Section 88B Instrument
C	Title Requisitions
D	Folio Identifiers 101/1245089, 102/1245089, 103/1245089 and 104/1245089
E	Title Diagram, Deposited Plan and Dealings
F	Section 10.7 Certificates from Council
G	Sewer Service Information
H	BEP
I	Disclosure Statement

38. Whole Agreement

The parties acknowledge and agree that this contract contains or refers to the whole of their agreement in relation to the sale and purchase of the property and that except where required by law no further promises, representations, warranties, undertakings or conditions are to be deemed to be implied in this contract or to arise between the parties due to earlier drafts of this contract, by way of collateral or other agreement, or by reason of any promise, representation, warranty or undertaking given or made by any party to the other on or before the making of this contract.

39. Purchaser Relies Upon Own Enquiries

The Purchaser warrants they do not rely on any marketing material, letters, documents or arrangements whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this contract and the Purchaser further warrants that they have made all their own enquiries in respect of the property, including if the Purchaser is required to build its dwelling in accordance with the BEP, and do not rely on any representation of the Vendor, any Agent or any one on their behalf.

40. Incapacity

If the Purchaser (or if more than one any of them):

- (a) should die, become mentally incompetent, or bankrupt;
- (b) is made the subject of an order, or an effective resolution is passed, for the winding up of the Purchaser;
- (c) enters into any scheme of arrangement with its creditor under the Corporations Act or other relevant legislation;
- (d) has an administrator, liquidator, receiver, provisional liquidator or official manager appointed,

the other party may rescind this contract and Clause 19 shall apply. The rights and remedies set out in this Special Condition do not negate, limit or restrict any rights or remedies which would have been available had this Special Condition not been included in this contract.

41. Agent

The Purchaser warrants to the Vendor that it was not introduced to the Property by an Agent other than the Vendor's Agent (if any) and hereby indemnifies and will continue to indemnify the Vendor in respect of any claim made by any Agent against the Vendor which arises out of, or in connection with, a breach of this warranty. This indemnity will not merge on completion.

42. Claim for Compensation

Notwithstanding anything to the contrary herein contained the parties hereto expressly agree that any claim for compensation whether under Clause 6 or otherwise shall be deemed to be reasonable grounds for the purpose of Clause 8 entitling the Vendor to rescind.

43. No Caveats Prior to Registration

The Purchaser must not at any time prior to registration of the Plan lodge a caveat for notation on title for the Parcel.

44. No Assignment by Purchaser

The Purchaser shall not assign its right, title or interest as Purchaser under this contract.

45. Credit Code

The Purchaser expressly warrants to the Vendor that the Purchaser holds a loan approval to enable the Purchaser to meet its obligations under this contract or it does not require any finance to complete this contract. The Purchaser acknowledges that the Vendor relies on the Purchaser's warranty and that the Purchaser shall be and remain liable to the Vendor for breach of its warranty despite any rights the Purchaser may have pursuant to the Consumer Credit Code.

46. GST

- (a) In this clause expressions that are not defined, but which have a defined meaning in the GST Law, have the same meaning.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this contract are inclusive of GST.
- (c) The Vendor and Purchaser agree that the margin scheme is to apply to the taxable supply of real property supplied under this contract.
- (d) Notwithstanding paragraph (c), the Vendor may before completion notify the Purchaser that the Vendor will not be calculating GST under the margin scheme, in which event, the parties will be deemed to have agreed to that effect.
- (e) If GST is calculated under the margin scheme the Purchaser acknowledges that the Purchaser may not claim an input tax credit in respect of the GST paid by the Purchaser (which is included in the price) and the Vendor is not required to give the Purchaser a tax invoice.

47. Notices

Notwithstanding the provisions contained in clause 20.6.5, a document is sufficiently served for the purpose of this contract if the document is sent by email or facsimile transmission to any party whose email address or facsimile number appears in this contract. In any case where a document is served on a party or its solicitor by email or facsimile transmission then service is to be deemed to be fully given or made when the transmission has been completed, except where:

- (a) The sender's computer indicates that the email did not reach its destination;
- (b) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission is deemed not to have been given or made; or
- (c) the time of despatch is not a day on which business is generally carried on in the place to which the notice is sent or is at or after 17.00 (local time) on a business day, in which case the document is to be deemed received on the next business day.

PART B - DEPOSIT

48. Deposit not invested

The parties acknowledge and agree that the deposit will not be invested.

49. Deposit by Instalments

The parties agree that the ten (10) per cent deposit is payable on the date of this contract.

50. Bank Guarantee or Bond

- (a) This clause applies if a bond or bank guarantee in favour of the Vendor has been accepted as the deposit or as any part of the deposit.
- (b) In this clause required rating means:
 - (a) A financial strength rating of A1 or higher from Moody's Investor Services Inc, a corporation organised and existing under the laws of the state of Delaware in the United States of America; or
 - (b) A financial strength rating of A+ or higher from Standard and Poors (Australia) Pty Limited, a company incorporated in Victoria.
- (c) Subject to the balance of this clause, the delivery of a bond or bank guarantee on or before the date of this contract to the Vendor's solicitor will, to the extent of the amount bonded or guaranteed, be deemed for the purposes of this contract to be the payment of the deposit in accordance with this contract.
- (d) The Purchaser must pay the amount stipulated in the bond or bank guarantee to the Vendor by unendorsed bank cheque or as otherwise directed on the earlier of completion or within 2 business days of the Vendor serving notice on the Purchaser claiming forfeiture of the deposit.
- (e) If the Purchaser does not comply with paragraph (d), the Purchaser is immediately in breach of an essential condition of this contract and the Vendor may without further notice to the Purchaser demand payment of the amount stipulated in the bond or bank guarantee from its issuer.
- (f) If the bond or bank guarantee has an expiry date:
 - (a) The expiry date must not be before **15 May 2022**; and
 - (b) The Purchaser must, if completion has not taken place at least one (1) month before that expiry date, promptly serve a replacement bond or bank guarantee on the same terms as the original bond or bank guarantee except that the bond or bank guarantee must expire at least one (1) year after that expiry date.
- (g) If at any time the issuer of the bond or bank guarantee does not meet the required rating, the Purchaser must serve a replacement bond or bank guarantee on the same terms as the original bond or bank guarantee. The replacement bond or bank guarantee must be from an issuer meeting the required rating.
- (h) The obligations of the Purchaser under this clause 50 are essential.

PART C - DEVELOPMENT

51. Carrying out of Works

Without prejudice to any of the Vendor's rights under this contract, the obligations of the Vendor in relation to the Works are:

- (a) the Vendor must cause the Works to be carried out in a proper and workmanlike manner;
- (b) the Property will be configured in general accordance with the Draft Plan and otherwise in accordance with the Development Consent and the requirements and approvals of the Council from time to time; and
- (c) if any disagreement arises between the Vendor and Purchaser in relation to this clause, either party may refer the disagreement to an expert nominated by the President and the expert's decision shall be final and binding on the parties, including any decision as to the party or parties who are to bear the cost of the determination.

52. Development of Parcel

The Vendor discloses that it intends (but is not obliged) to:

- (a) carry out Development Activities on the Parcel substantially in accordance with the Development Consent;
- (b) create easements, restriction on use and positive covenants, including those set out in the Draft Section 88B Instrument;
- (c) register the following documents:
 - i. the Plan;
 - ii. the Section 88B Instrument (if required); and
 - iii. any other document considered necessary or appropriate or that is required by a relevant Authority;
- (d) before, and after completion (excluding the property):
 - i. conduct development, construction, selling and leasing activities on the Parcel;
 - ii. place and maintain on the Parcel signs in connection with selling and leasing activities; and
 - iii. place and maintain on, or use any part of, the Parcel as a stall, office or facility for salespersons, as the Vendor in its absolute discretion thinks fit.

53. Purchaser Acknowledgements

(a) Variations

The Vendor may make variations from time to time to amend or effect the Development Consent or any of the draft documents annexed to this contract or to insert new annexure to this contract to address any matters disclosed in clause 52 that the Vendor considers necessary or desirable in its absolute discretion. The Purchaser shall not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of:

- i. any increase in the area of the property shown on the Draft Plan or any Acceptable Reduction;
- ii. any redefinition of the boundaries of the Parcel;
- iii. any variation to road realignment or dedication;
- iv. subject to clause 53(b), any leases, easements, restrictions on use or other rights or other limitations, dedications, deposits or security bonds relating to the provision of services;
- v. any variation to the proposed boundaries between the Lots, other than the property; or
- vi. subject to clause 53(b), the effecting or implementation of any other matter referred to in clause 52.

(b) Purchaser's right to rescind

If the Vendor varies any of the items referred to in clause 53(a) to:

- i. create any dedication, easement or restrictions on use not referred to in the Draft Section 88B Instrument; or
- ii. reduce the area or dimensions of the property in a manner which is not an Acceptable Reduction,

and that variation has a material, adverse and permanent effect on the Purchaser's use and enjoyment of the property, the Purchaser may rescind this contract and the Purchaser acknowledges that the right of rescission is its sole remedy. For the purposes of this clause any effect subsisting for a period exceeding two (2) years shall be deemed permanent.

(c) **Exercise of Rescission Rights**

The right of rescission referred to in clause 53(b) must be exercised within seven (7) days, time being of the essence, of:

- i. the issue of notification of the relevant variation by the Vendor to the Purchaser; or
- ii. if clause 53(d) applies, the notification by either party to the other party of the expert's decision, in which case the provisions of clause 19 shall apply.

(d) **Dispute**

Any disagreement between the Vendor and the Purchaser in relation to whether the provisions of clause 53(b) apply to a variation must be notified in writing by the Purchaser to the Vendor within 7 days of the date of service by the Vendor to the Purchaser of such variation. If, and only if, so notified, either party may refer the disagreement to an expert nominated by the President and the expert's decision will be final and binding on the parties, including any decision as to the party or parties who are to bear the costs of the determination.

PART D - CONDITION OF PROPERTY

54. Condition and state of repair

Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 1995*:

- (a) the Purchaser accepts the property subject to all faults and defects both latent and patent, and any infestations and dilapidations, and the Purchaser is not to make any objection, requisition or claim for compensation, delay completion or rescind or terminate this contract regarding the same; and
- (b) the Purchaser may not make any objection, requisition or claim for compensation, delay completion or rescind or terminate this contract if any water or sewerage main or any underground or surface stormwater pipe or drain passes through, over or under, or if any sewer, manhole or vent is on the property, or if the property is connected with the sewer.

55. No Survey Report

The Purchaser is not to make any objection, requisition or claim for compensation, delay completion or rescind or terminate on account of the Vendor not being in possession of a survey report as to the property. The Purchaser will satisfy itself as to the position of any improvements on the property and the compliance or otherwise of any improvements on the property with the provisions of the *Local Government Act 1993*.

56. Boundary Fences

- (a) No objection shall be taken, nor shall the Purchaser make any objections, requisitions or claim for compensation, delay completion or rescind or terminate this contract if any boundary of the Parcel is not fenced or that any fence or wall erected is not upon or within such boundary.
- (b) The Purchaser may not require the Vendor to contribute to the cost of any dividing fence between the property and any adjoining land owned by any of them or between lots in the Draft Plan or Plan. The Purchaser indemnifies and continues to indemnify the Vendor for any breach of this clause by the Purchaser. This clause does not merge on completion.

PART E- REGISTRATION

57. Conditional Contract

This contract is conditional upon the registration, prior to the Specified Date, of:

- (a) the Plan; and
- (b) the Section 88B Instrument, but only if required by the Vendor.

58. Extension to the Specified Date

- (a) By written notice or notices served on the Purchaser, the Vendor may extend the Specified Date by a day for each day the Development Activities are delayed by an Event of Delay by specifying the number of days in the relevant notice up to a maximum aggregate extension of 12 months.
- (b) The Specified Date will automatically be extended by that number of days when a notice is issued.
- (c) The number of days of delay shall be determined by the Vendor's surveyor or project manager, whose decision shall be final and binding on the parties.
- (d) The Purchaser may not make any objection, requisitions or claims for compensation or delay completion or rescind or terminate this contract arising out of this clause.

59. Non-Satisfaction

If the condition in clause 57 is not satisfied, either party may, by notice in writing, rescind this contract. The Purchaser acknowledges and agrees that its only right or remedy available in the event that the condition in clause 57 is not satisfied, is the right of rescission contained in this clause and the Vendor will not be liable to pay to the Purchaser any damages, costs or expenses.

60. Services

The Vendor specifically discloses that:

- (a) The Vendor is only required to install the services required by the Council;
- (b) A sewer service diagram is not available from Sydney Water and any sewer service reference sheet attached to this contract as supplied by Sydney Water may not reflect the position of the sewer pipes on the Parcel or the property as at the date of completion;
- (c) the Vendor will install the services required by Council and other services in the Parcel through pipes, wires and cables; and
- (d) Any draft Sydney Water Development Control Plan annexed as annexure G, may not reflect the exact position of the sewer on the Parcel or the property at the time of completion.

The Purchaser may not make any objection, requisition or claim for compensation, delay completion or rescind or terminate this contract because of the position of the sewer or any service on the Parcel or the property at the time of completion.

61. Requisitions

For the purposes of clause 5.1, the requisitions or general questions about the property or the title for the property must be in the form of, and are limited to those contained in, Annexure C.

62. Adjustments

The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

63. No Impediment

The Purchaser must not:

- (a) do anything which may delay or prevent the implementation of or giving effect to any of the Restricted Matters including commencing any proceedings in a court; or
- (b) procure or request any person to do anything which may delay or prevent the implementation of or giving effect to any of the Restricted Matters.

64. No Objection

The Purchaser may not make any objection, requisition or claim for compensation, delay completion or rescind or terminate this contract because of the Restricted Matters.

PART F – COMPLETION

65. Completion

Completion of this contract shall take place on the later of the following:

- (a) 21 days from the date upon which the Vendor's solicitor notifies the Purchaser's solicitor in writing that the Plan, and Section 88B Instrument (if required), have been registered; and
- (b) 21 days from the date of this contract.

66. Notice to complete

- (a) For the purpose of Clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued in order to make time the essence of this contract. The Vendor may at any time withdraw the notice to complete without prejudice to the Vendor's continuing right to give any further notice to complete.
- (b) If completion does not take place on or before the date specified by the contract otherwise than as a result of any default by the Vendor the Purchaser shall pay interest at the rate of 10% per cent per annum on the balance of the purchase price and any other moneys owing pursuant to this contract from the date for completion until the date completion actually takes place (but without prejudice to all and any other rights of the Vendor pursuant to this contract) and it is an essential term of this contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 10% per centum per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place within the time specified by this contract.
- (c) Should any part of the deposit be paid by way of deposit bond or bank guarantee, the Purchaser shall additionally pay penalty interest at the rate of 10% per centum per annum on the amount of the bond or bank guarantee from the date for completion until the date completion actually takes place and it is an essential term of this contract that such interest be paid on completion.
- (d) The Vendor is not obliged to complete this contract unless payment of the liquidated damages is made on completion.
- (e) In addition to the interest charged in accordance with this special condition 66, the purchaser also agrees to pay as an adjustment on settlement the sum of three hundred and thirty dollars (\$330) GST inclusive to cover the legal costs and other expenses incurred by the Vendor as a consequence of serving the Notice to Complete. The payment by the Purchaser of such further consideration at the time of completion shall be an essential term of this contract.

67. Delayed Completion

If due to default or failure on the part of the Purchaser completion does not take place at a time appointed by the parties by agreement, the Purchaser must pay to the Vendor the Vendor's additional expenses, including any agency or mortgage fees incurred by the Vendor.

68. Adjustment of Outgoings

If at the date of completion separate assessments for Municipal, Water and Sewerage Rates and Land Tax have not been issued for the property for the period current at that date, then the parties agree to adjust on the following amounts:

Rate	Amount
Water	\$250 per quarter
Council	\$2,500 per annum
Land Tax	\$2,500 per annum

69. Undertaking

The Vendor undertakes to pay the Municipal, Water and Sewerage Rates and Land Tax for the period current at the date of completion when the Vendor receives each assessment. This clause does not merge in the transfer on completion and continues in full force and effect until the undertaking is complied with by the Vendor.

PART G – LIMITATION OF LIABILITY

70. Limitation of Liability

(a) Definitions

For the purposes of this clause:

- (a) **Obligations** means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving on, the Vendor under or in respect of this contract or any deed, agreement or other instrument collateral to this contract or given or entered into pursuant to this contract;
- (b) **Trust** means the Crown Trust 31; and
- (c) **Trust Assets** includes all assets, property and rights (whether real or personal) of any nature whatsoever held by the Trust.

(b) Capacity

- (a) The Vendor enters into this contract as trustee of the Trust and in no other capacity. The Purchaser acknowledges that the Obligations are incurred by the Vendor solely in its capacity as trustee of the Trust.
- (b) The Vendor will not be liable to pay or satisfy any Obligations out of any Trust Assets out of which the Vendor is not entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust.
- (c) The Purchaser may enforce its rights against the Vendor arising from non-performance of the Obligations only to the extent of the Vendor's right of indemnity out of the Trust Assets.
- (d) If the Purchaser does not recover all money owing to it arising from non-performance of the Obligations by enforcing the rights referred to in clause 70(b)(iii), it may not seek to recover the shortfall by:
 - A. bringing proceedings against the Vendor in its personal capacity; or
 - B. applying to have the Vendor wound up or proving in the winding up of the Vendor unless another creditor has initiated proceedings to wind up the Vendor.
- v. The Purchaser waives its rights, and releases the Vendor from any personal liability whatsoever, in respect of any loss or damage that:
 - A. it may suffer as a result of any:
 - 1. breach by the Vendor of its duties under this contract; or
 - 2. non-performance by the Vendor of the Obligations;
 - B. cannot be paid or satisfied out of the Trust Assets out of which the Vendor is entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust.

c) Exception

The provisions of clause 70(b) ("Capacity") do not apply to any Obligation which cannot be paid or satisfied out of the Trust Assets in respect of which the Vendor is not entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust because of fraud, gross negligence or breach of trust on the part of the Vendor.

PART H- Various

71. GST Residential Withholding Payment

The parties acknowledge that:

- (a) The property is classified as new residential land by the Taxation Administration Act 1953;
- (b) The Purchaser is obliged to remit part of the Price to the Commissioner of Taxation on completion pursuant to subdivision 14E, Schedule 1 of the Taxation Administration Act 1953;
- (c) The Purchaser must pay to the Commissioner of Taxation on completion the amount specified in the Vendor Notice; and
- (d) The Vendor has provided the Vendor Notice to the Purchaser as required under section 14-255, Schedule 1 of the Taxation Administration Act 1953 as at the contract date.

71. Disclosure Statement

- (a) The Purchaser acknowledges that the Disclosure Statement was annexed to this contract on the contract date; and
- (b) The Vendor may at any time serve a notice advising any changes to the Disclosure Statement.

72. Confidentiality

The Purchaser must keep the terms of this contract confidential, but may disclose the contract to their financier, mortgage broker, accountant or financial adviser. This clause does not merge on completion.

73. Resale by the Purchaser

If the Purchaser wishes to resell the property prior to completion of this contract, the Purchaser acknowledges and agrees that it must:

- (a) Engage a real estate agent nominated by the Vendor;
- (b) Ensure that no advertising sign is placed on the property or the vicinity of the property; and
- (c) Ensure that any new purchaser enters into a deed of covenant binding them to the terms of this clause in favour of the Vendor.

74. Resale by the Vendor

If the Vendor wishes to transfer its interest in the property prior to completion of this contract, the Purchaser and Guarantors agree to enter into a deed with, and on terms acceptable to, the Vendor and the new purchaser in which the Purchaser and Guarantors agree to the transfer of the Property from the Vendor to the new purchaser, provided that the new purchaser agrees to fulfill the obligations of the Vendor under this contract in favour of the Purchaser. The Purchaser will receive \$330 for their legal fees in relation to the deed.

PART I- GUARANTEE

72. Guarantee

- (a) The Guarantor gives this Guarantee and Indemnity in consideration of the Vendor agreeing to enter into this contract.
- (b) The Guarantor acknowledges incurring obligations and giving rights under this Guarantee and Indemnity for valuable consideration received from the Vendor including, without limitation, the agreement of the Vendor to enter into this contract.
- (c) The Guarantor hereby irrevocably and unconditionally guarantees to the Vendor the due and punctual performance by the Purchaser of all the Obligations.
- (d) The Guarantor, as a separate, additional and primary liability, irrevocably and unconditionally agrees to indemnify the Vendor and to keep the Vendor indemnified against any loss or damage suffered by the Vendor arising out of:
 - i. any failure by the Purchaser to duly and punctually perform the Obligations; or
 - ii. any obligation or liability that would otherwise form part of the Obligations being or becoming void, voidable or unenforceable against or irrecoverable from the Purchaser by the Vendor in full for any reason.
- (e) The liability of the Guarantor shall be absolute and shall not be subject to the execution of this contract or any other instrument or document by any person other than the Guarantor, and shall not be subject to the performance of any condition precedent or subsequent.
- (f) The liability of the Guarantor shall not be affected by any act, omission, matter or thing whatsoever that would otherwise operate in law or in equity to reduce or release the Guarantor from such liability.
- (g) Without limiting the generality of the foregoing, such liability shall not be affected by:
 - i. the granting by the Vendor to any Relevant Person of the time, waiver, indulgence or concession of the making of any composition or compromise with any Relevant Person;
 - ii. the Vendor forbearing to enforce or neglecting to exercise any right against any Relevant Person;
 - iii. any variation of any of the Obligations or of the contract made with the knowledge of the Guarantor, or any failure by the Vendor to disclose to the Guarantor any fact, circumstance or event relating to any Relevant Person at any time prior to or during the currency of this contract.
- (h) All payments by the Guarantor hereunder shall be free of any set-off or counterclaim and without deduction or withholding.
- (i) The Guarantor will not prove in the insolvency of any Relevant Person for any amount owing by that Relevant Person other than upon the basis that it irrevocably directs the payment of the proceeds of any such proof to the Vendor to the full extent of the amount then required to satisfy the Obligations.
- (j) This clause is an essential term of this contract.
- (k) In this clause: the following definitions apply:
 - i. **"Guarantor"** means the parties named on the execution page of this contract, and who signed this contract, as guarantors;
 - ii. **"Obligations"** means the totality of the obligations and liabilities of the Purchaser to the Vendor (whether relating to the payment of money or the performance or omission of any act or thing) that are now in existence, or may hereafter come into existence, pursuant to this contract; and
 - iii. **"Relevant Person"** means the Guarantor and the Purchaser and each of them.

Vendor Notice

Pursuant to Section 14-255, Schedule 1 of the *Tax Administration Act* 1953 (Cth)

Vendor: Crownland Kelly St Pty Ltd atf Crown Trust 31

Purchaser:

Property: Lot [], 32-38 Kelly Street, Austral NSW 2179

The Vendor gives the purchaser notice of the following:

- (a) The property is classified as new residential land under the *Tax Administration Act* 1953 (Cth);
- b) The purchaser is required to make a payment under section 14-250, Schedule 1 of the *Tax Administration Act* 1953 (Cth) in relation to the purchase of new residential land;
- c) The vendor and the purchaser acknowledge and agree that the margin scheme is to be applied to the supply;
- d) The purchaser is required to pay 7% of the contract price to the Commissioner of Taxation; and
- e) The purchaser must provide the vendor with a bank cheque in the sum of 7% of the contract price payable to the Commissioner of Taxation on completion.

ANNEXURE A

Draft Plan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DRAFT</p> <p style="text-align: center;">REVISION [01] DATE:12/03/2020</p>	
<p>PLAN OF SUBDIVISION OF LOTS 101, 102, 103 & 104 D.P.1245089</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..... 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: Date: File Number: Office:</p> <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: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number:</p> <p>*Strike through if inapplicable.</p>	
<p>Plans used in the preparation of survey/compilation.</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p>PLAN NOT FOR NSW LRS INVESTIGATION</p> </div>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:-</p> <ol style="list-style-type: none"> 1. LITTLE STREET (16 WIDE) 2. ORION ROAD (16 WIDE) 3. RIGEL STREET (16 WIDE) 4. EIGHTH AVENUE (11.84 WIDE) 	
<p>Surveyor's Reference: 001-17-1A</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only	Office Use Only
Registered: PLAN OF SUBDIVISION OF LOTS 101, 102, 103 & 104 D.P.1245089	<div style="text-align: center; font-size: 2em; font-weight: bold;">DRAFT</div> <div style="text-align: center;">REVISION [01] DATE:12/03/2020</div>
Subdivision Certificate number: Date of Endorsement:	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.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED
AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO
CREATE -

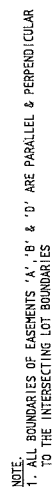
1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 1 WIDE
3. EASEMENT TO DRAIN WATER (WHOLE LOT)
4. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (D)
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. POSITIVE COVENANT
12. RESTRICTION ON USE OF LAND
13. POSITIVE COVENANT

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)			
SCHEDULE OF LOTS & ADDRESSES			
STREET	ADDRESSES	NOT	AVAILABLE

PLAN NOT FOR NSW
LRS INVESTIGATION

If space is insufficient use additional annexure sheet

Surveyor's Reference: 001-17-1A



- 'A' - EASEMENT TO DRAIN WATER 1.5' WIDE
- 'B' - EASEMENT TO DRAIN WATER 1' WIDE
- 'D' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9' WIDE
- 'J' - EASEMENT FOR PADMOUNT SUBSTATION 2.75' WIDE
- 'K' - RESTRICTION ON USE OF LAND No. 6
- 'L' - RESTRICTION ON USE OF LAND No. 7

PLAN NOT FOR NSW
LRS INVESTIGATION

PRELIMINARY PLAN ONLY LOT
DIMENSIONS AND AREAS SUBJECT
TO SURVEY & REGISTRATION OF
THE FINAL PLAN AT NSW LRS

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

SURVEYOR
Name: ANDREW RICHARD THOMAS
Date:
Reference: 001-17-1A

PLAN OF
SUBDIVISION OF LOTS 101, 102, 103 & 104 D.P. 1245089

LGA: LIVERPOOL
Locality: AUSTRAL
Reduction Ratio: 1: 600
Lengths are in metres

Registered

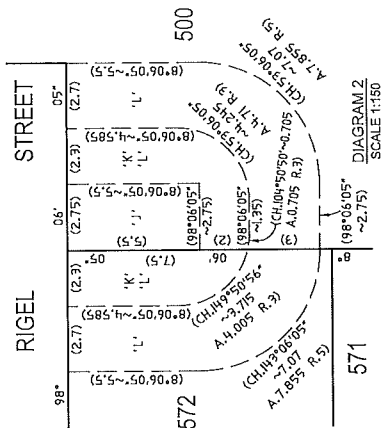
D.P. DRAFT

REVISION 1011 DATE: 12/03/2020

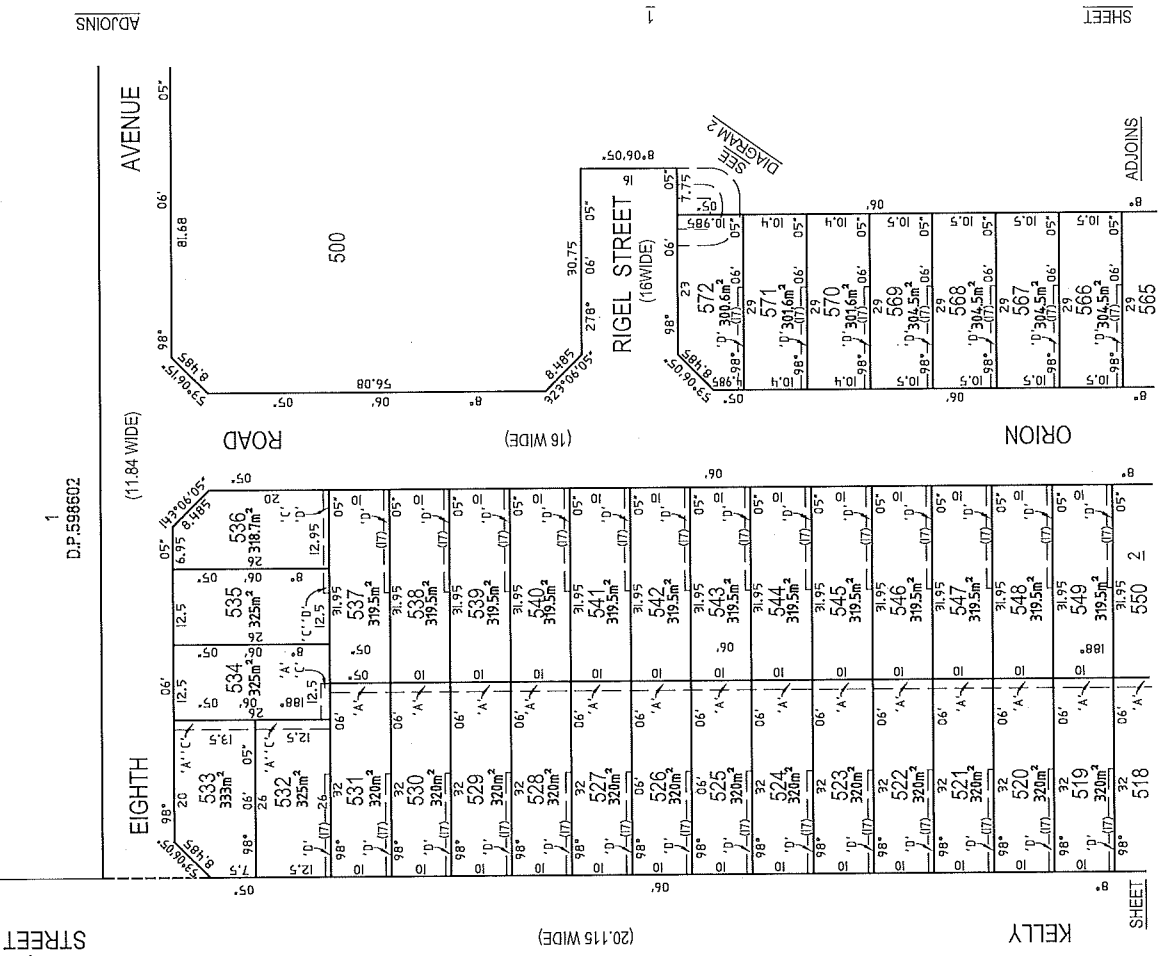
PLAN NOT FOR NSW
LRS INVESTIGATION

PRELIMINARY PLAN ONLY LOT
DIMENSIONS AND AREAS SUBJECT
TO SURVEY & REGISTRATION OF
THE FINAL PLAN AT NSW LRS

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



NOTE:
1. ALL BOUNDARIES OF EASEMENTS 'A' & 'D' ARE PARALLEL & PERPENDICULAR
TO THE INTERSECTING LOT BOUNDARIES
'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'C' - EASEMENT TO DRAIN WATER (WHOLE LOT)
'D' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE
'E' - EASEMENT FOR PADPOINT SUBSTATION 2.75 WIDE
'F' - RESTRICTION ON USE OF LAND No. 6
'G' - RESTRICTION ON USE OF LAND No. 7
'H' - RESTRICTION ON USE OF LAND No. 8
'I' - RESTRICTION ON USE OF LAND No. 9
'J' - RESTRICTION ON USE OF LAND No. 10
'K' - RESTRICTION ON USE OF LAND No. 11
'L' - RESTRICTION ON USE OF LAND No. 12



SURVEYOR
Name: ANDREW RICHARD THOMAS
Date:
Reference: 001-171-A

PLAN OF
SUBDIVISION OF LOTS 101, 102, 103 & 104 D.P. 1245089

LGA: LIVERPOOL
Locality: AUSTRAL
Reduction Ratio: 1: 600
Lengths are in metres

Registered

D.P. DRAFT
REVISION [01] DATE: 12/03/2020

PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
Registered: Title System:		Office Use Only <div style="text-align: center;"> DRAFT REVISION [02] DATE: 22/07/2020 </div>	
PLAN OF SUBDIVISION OF LOT 500 D.P.		LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND	
Survey Certificate I, ANDREW RICHARD THOMAS 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 Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on *(b) The part of the land shown in the plan (being "excluding") was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on was completed in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: Type: Urban/Rural The terrain is Level/Undulating / Steep/Mountainous Signature: Dated: Surveyor Identification No: 247 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. Plans used in the preparation of survey/compilation.		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: Subdivision Certificate 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. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable. Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. SEE SHEET 2	
<div style="border: 1px solid black; padding: 5px; text-align: center;"> PLAN NOT FOR NSW LRS INVESTIGATION </div>		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	
Surveyor's Reference: 001-17-1B			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)						
Registered:	Office Use Only	Office Use Only						
PLAN OF SUBDIVISION OF LOT 500 D.P.		DRAFT						
		REVISION [02] DATE: 22/07/2020						
Subdivision Certificate number: Date of Endorsement:		<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) SS/ 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>IT IS INTENDED TO DEDICATE TO THE PUBLIC -<ol style="list-style-type: none">1. LITTLE STREET EXTENSION (16 WIDE)2. LACERTA ROAD EXTENSION (16 WIDE)3. RIGEL STREET EXTENSION (16 WIDE)4. HYDRIUS STREET EXTENSION (16 WIDE)5. NEMEAN ROAD EXTENSION (16 WIDE) SUBJECT TO EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE J892294 & J9300506. ECLIPITIC LANE (7 WIDE)7. MONOCERUS LANE (7 WIDE)AS PUBLIC ROAD</div> <div>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE: -<ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 1.5 WIDE2. EASEMENT TO DRAIN WATER 1 WIDE3. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (D)4. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (D1)5. RIGHT OF CARRIAGEWAY (WHOLE LOT)6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE7. RESTRICTION ON USE OF LAND8. RESTRICTION ON USE OF LAND9. RESTRICTION ON USE OF LAND10. RESTRICTION ON USE OF LAND11. RESTRICTION ON USE OF LAND</div> <div>TO RELEASE. -<ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 5 WIDE VIDE D.P.1233827</div> <div><table><tr><td colspan="3">SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c) SCHEDULE OF LOTS & ADDRESSES</td></tr><tr><td>STREET</td><td>ADDRESSES</td><td>NOT AVAILABLE</td></tr></table><div>PLAN NOT FOR NSW LRS INVESTIGATION</div><div>If space is insufficient use additional annexure sheet</div></div>			SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c) SCHEDULE OF LOTS & ADDRESSES			STREET	ADDRESSES	NOT AVAILABLE
SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c) SCHEDULE OF LOTS & ADDRESSES								
STREET	ADDRESSES	NOT AVAILABLE						
Surveyor's Reference: 001-17-1B								

CAD REF: Z:\001-17\CR PLANS\001-17\6 S55 [02] - SE - A1

SHEET

2

D.P.591875

112

ADJOINS

940

D.P.2475



ROAD

ROAD

STREET

LANE

ROAD

NOTE
1. ALL BOUNDARIES OF EASEMENT 'A', 'B' & 'D' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'D1' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE
'F' - RIGHT OF CARRIAGEWAY, WHOLE LOT
'G' - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE J892294
'H' - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE J530050
'I' - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE J892247
'K' - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE J530050
'L' - RESTRICTION ON USE OF LAND NO. 2
'M' - RESTRICTION ON USE OF LAND NO. 3

11
D.P.571579

(16WIDE)

(16 WIDE)

(7 WIDE)

(16 WIDE)

LITTLE

LITTLE

STREET

ORION

LACERTA

HYDRUS

NEMEAN

LITTLE

STREET

STREET

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P.

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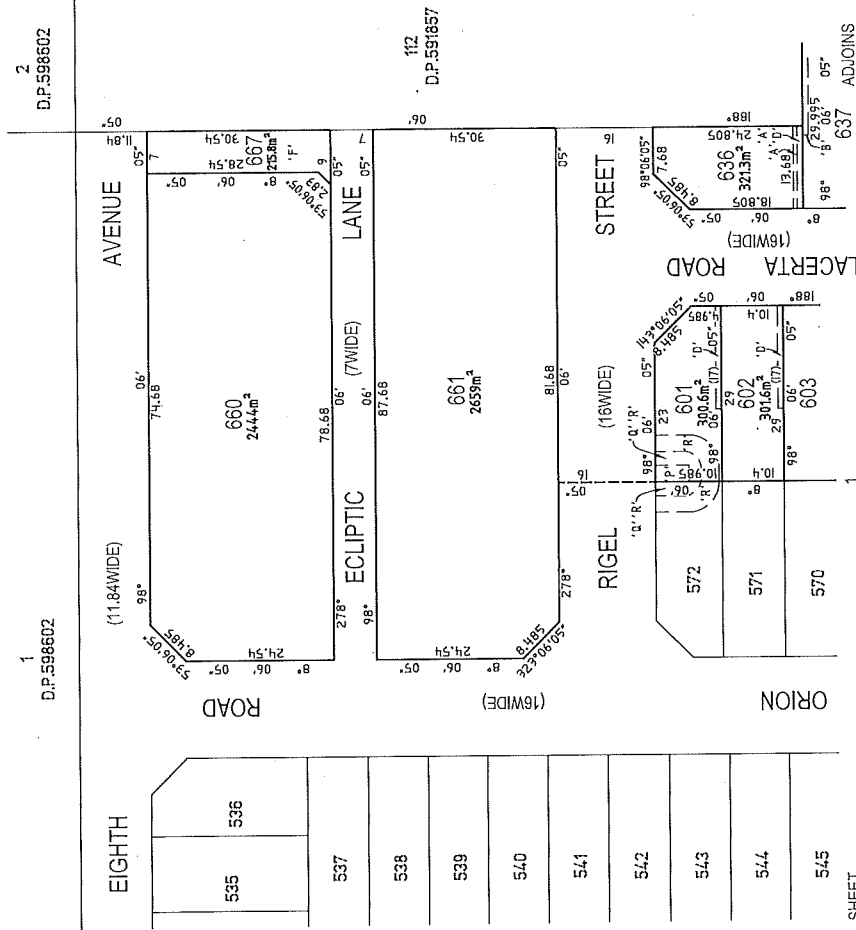
NOTE:
1. ALL BOUNDARIES OF EASEMENTS 'A', 'D' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES

'A' = EASEMENT TO DRAIN WATER 1.5 WIDE
'B' = EASEMENT TO DRAIN WATER 1 WIDE
'C' = EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE
'D' = EASEMENT FOR RAMPANT SUBSTANTIANCE 2.75 WIDE VIDE D.P.
'E' = RESTRICTION ON USE OF LAIR No. 5 VIDE D.P.
'B' = RESTRICTION ON USE OF LAIR No. 2 VIDE D.P.

PLAN NOT FOR NSW
LRS INVESTIGATION

PRELIMINARY PLAN ONLY LOT
DIMENSIONS AND AREAS SUBJECT
TO SURVEY & REGISTRATION OF
THE FINAL PLAN AT NSW LRS

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



SURVEYOR
Name: ANDREW RICHARD THOMAS
Date:
Reference: 001-17-1B

PLAN OF
SUBDIVISION OF LOT 500 D.P.

LGA: LIVERPOOL
Locality: AUSTRAL
Reduction Ratio: 1: 6
Lengths are in metres

- Registered

D.P. DRAFT

REVISION [02] DATE: 22/07/2020

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DRAFT</p> <p style="text-align: center;">REVISION [04] DATE: 17/04/2020</p>	
<p>PLAN OF SUBDIVISION OF LOTS 660, 661, 662, 663, 666 & 667 D.P.</p>	<p>LGA: LIVERPOOL</p> <p>Locality: AUSTRAL</p> <p>Parish: CABRAMATTA</p> <p>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: Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of 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>Plans used in the preparation of survey/ compilation.</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p>PLAN NOT FOR NSW LRS INVESTIGATION</p> </div>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference: 001-17-2</p>	<p style="text-align: center;">Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

Registered:

PLAN OF
SUBDIVISION OF LOTS 660, 661, 662, 663, 666
& 667 D.P.

Subdivision Certificate number:

Date of Endorsement:

DRAFT

REVISION [04] DATE: 17/04/2020

- 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.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED
AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO
CREATE--

1. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (A)
2. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 1.2 WIDE (B)
3. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 1.2 WIDE (B1)
4. EASEMENT TO DRAIN WATER 1.5 WIDE (C)
5. RESTRICTION ON USE OF LAND
6. POSITIVE COVENANT
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

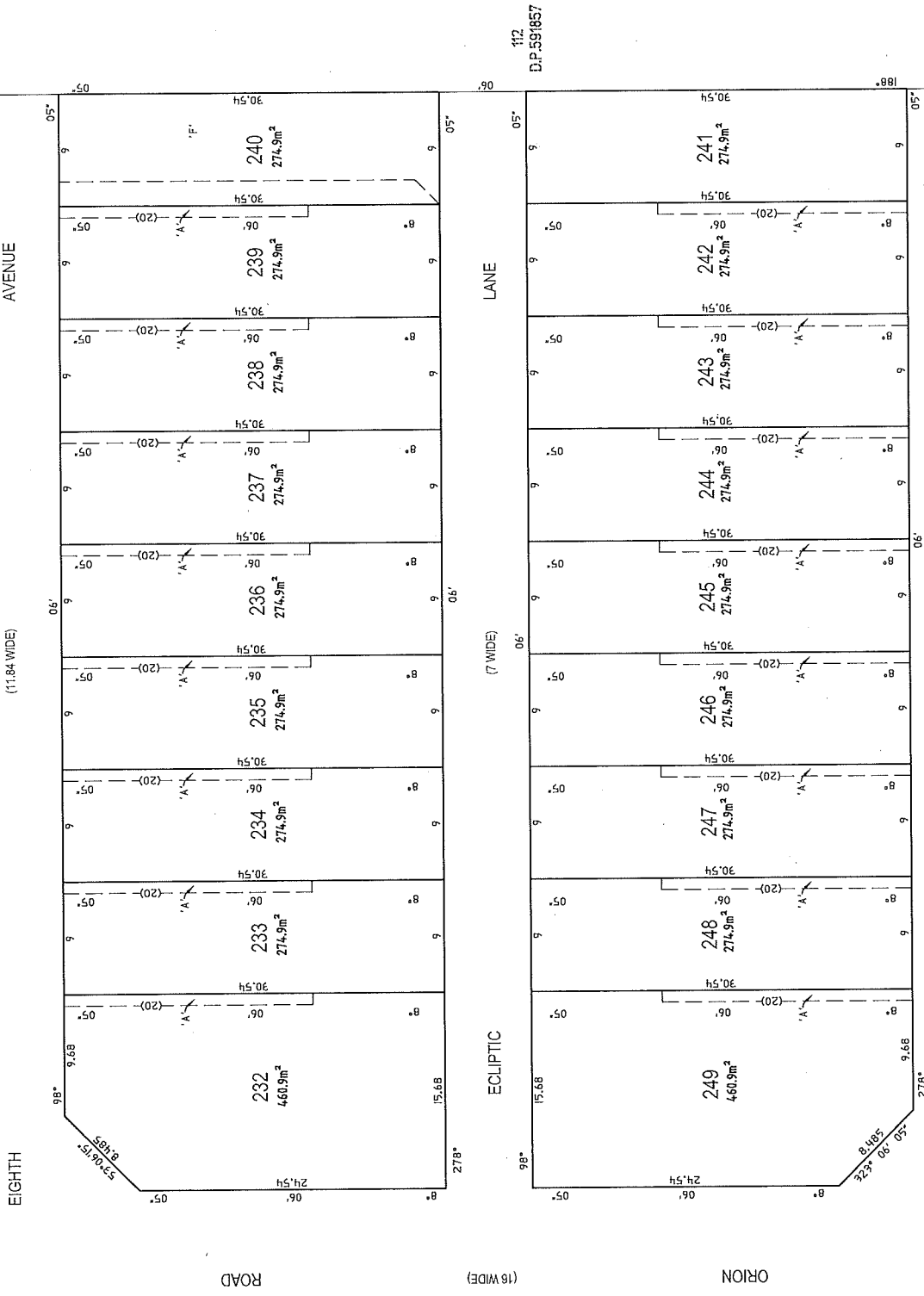
SCHEDULE OF LOTS & ADDRESSES

STREET	ADDRESSES	NOT	AVAILABLE
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PLAN NOT FOR NSW
LRS INVESTIGATION

If space is insufficient use additional annexure sheet

Surveyor's Reference: 001-17-2



112
D.P. 591857

NOTE:
1. ALL BOUNDARIES OF EASEMENT 'A' ARE
PARALLEL & PERPENDICULAR TO THE INTERSECTING BOUNDARIES.
'A' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE
'F' - RIGHT OF CARRIAGEWAY (WHOLE LOT) WIDE D.P.

PRELIMINARY PLAN ONLY LOT
DIMENSIONS AND AREAS SUBJECT
TO SURVEY & REGISTRATION OF
THE FINAL PLAN AT NSW LRS

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

PLAN NOT FOR NSW
LRS INVESTIGATION

SURVEYOR
Name: ANDREW RICHARD THOMAS
Date:
Reference: 001-172

PLAN OF
SUBDIVISION OF LOTS 660, 661, 662, 663, 666 & 667 D.P.

LGA: LIVERPOOL
Locality: AUSTRAL
Reduction Ratio: 1: 250
Lengths are in metres

Registered

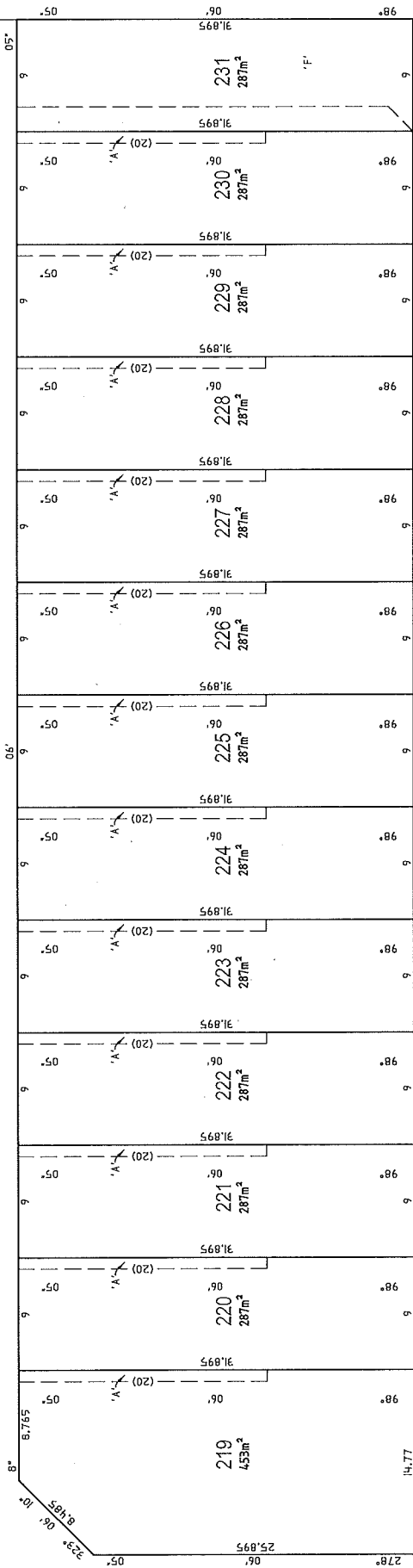
D.P. DRAFT
REVISION [04] DATE: 17/04/2020



HYDRUS

(16 WIDE)

STREET



112
D.P.591857

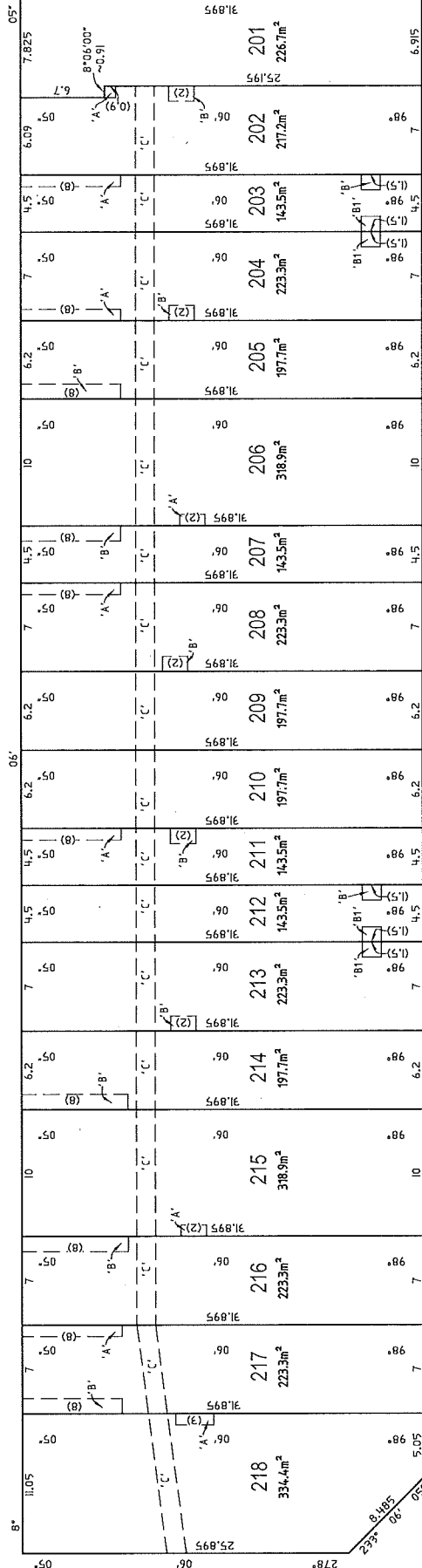
MONOCERUS

(7 WIDE)

LANE

LITTLE

(16 WIDE)



PLAN NOT FOR NSW
LRS INVESTIGATION

PRELIMINARY PLAN ONLY LOT
DIMENSIONS AND AREAS SUBJECT
TO SURVEY & REGISTRATION OF
THE FINAL PLAN AT NSW LRS

NEMEAN

NOTE

- 1. ALL BOUNDARIES OF EASEMENTS 'A', 'B' & 'B1' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING BOUNDARIES.
- 'A' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.5 WIDE
- 'B' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 1.2 WIDE
- 'B1' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 1.2 WIDE
- 'C' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 1.5 WIDE
- 'F' - RIGHT OF CARRIAGEWAY (WHOLE LOT) VIDE D.P.

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

SURVEYOR
Name: ANDREW RICHARD THOMAS
Date:
Reference: 001-17-2

PLAN OF
SUBDIVISION OF LOTS 660, 661, 662, 663, 666 & 667 D.P.

LGA: LIVERPOOL
Locality: AUSTRAL
Reduction Ratio: 1: 250
Lengths are in metres

Registered

D.P. DRAFT

REVISION [04] DATE: 17/04/2020

ANNEXURE B

Draft Section 88B Instrument

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 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Full Name and address of Proprietor of land:	Crownland Kelly Street Pty Ltd (ACN 617 014 972) 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	501 509 510 515 516 517 518 519 520 521 522 523 524 525 526	508 510, 511 511 514 514, 515 514, 515, 516 514, 515, 516, 517 514, 515, 516, 517, 518 514, 515, 516, 517, 518, 519 514 to 520 inclusive 514 to 521 inclusive 514 to 522 inclusive 514 to 523 inclusive 514 to 524 inclusive 514 to 525 inclusive

APPROVED BY LIVERPOOL CITY COUNCIL

General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 1 (cont)

	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	527 528 529 530 531 532, 534 533	514 to 526 inclusive 514 to 527 inclusive 514 to 528 inclusive 514 to 529 inclusive 514 to 530 inclusive 514 to 531 inclusive 514 to 532 inclusive
2.	Easement to Drain Water 1 Wide	501	508
3.	Easement to Drain Water (Whole Lot)	532, 533, 534, 535, 536	Liverpool City Council
4.	Easement for Access, Maintenance & Overhang 0.9 Wide	502 503 504 507 515 516 517 518 519 520	503 504 505 506 514 515 516 517 518 519

APPROVED BY LIVERPOOL CITY COUNCIL

General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 1 (cont)

	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:-
4.	Easement for Access, Maintenance & Overhang 0.9 Wide	521	520
		522	521
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		544	545

APPROVED BY LIVERPOOL CITY COUNCIL

General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 1 (cont)

	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:-
4.	Easement for Access, Maintenance & Overhang 0.9 Wide	545	546
		546	547
		547	548
		548	549
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		567	566
		568	567
		569	568

APPROVED BY LIVERPOOL CITY COUNCIL

General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 1 (cont)

	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:-
4.	Easement for Access, Maintenance & Overhang 0.9 Wide	570 571 572	569 570 571
5.	Easement for Padmount Substation 2.75 Wide	500, 505, 506	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction on Use of Land	Part 500, Part 505 Part 506 & Part 572 denoted 'K'	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on Use of Land	Part 500, Part 505, Part 506 & Part 572 denoted 'L'	Epsilon Distribution Ministerial Holding Corporation
8.	Restriction on Use of Land	Each Lot 501 to 572 inclusive	Every other Lot 501 to 572 inclusive
9.	Restriction on Use of Land	505 to 511 inclusive, 514 to 547 inclusive, 559 to 572 inclusive	Liverpool City Council
10.	Restriction on Use of Land	532, 533, 534, 535, 536	Liverpool City Council
11.	Positive Covenant	532, 533, 534, 535, 536	Liverpool City Council
12.	Restriction on Use of Land	532, 533, 534, 535, 536	Liverpool City Council
13.	Positive Covenant	532, 533, 534, 535, 536	Liverpool City Council

APPROVED BY LIVERPOOL CITY COUNCIL

General Manager / Authorised Officer

Lengths are in Metres

Sheet 6 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 2

**Name of Authority whose consent is required to release vary or modify
easement numbered 1, 2 & 3 in the plan is Liverpool City Council.**

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

4.1 The owner of the lot benefitted and persons authorized by them may:

- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefitted;
 - (ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise reasonably be carried out;
- (b) Do anything reasonably necessary for that purpose including:
 - (i) Entering into the lot burdened; and
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out the necessary works.

4.2 In exercising the rights under this clause 1, the owner of the lot benefitted must:

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

4.3 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.

APPROVED BY LIVERPOOL CITY COUNCIL

General Manager / Authorised Officer

Lengths are in Metres

Sheet 7 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101, 102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 2 (cont)

4.4 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

4.5 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 & 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 4 in the plan is Liverpool City Council.

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

The terms set out in Memorandum No AK104621 registered at Land Registry Services NSW 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 6 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.
- 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.

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Lengths are in Metres

Sheet 8 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 2 (cont)

- 2.0 No building shall be erected or permitted to remain within the restriction site denoted 'K' on the abovementioned plan 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 authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 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.

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

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Lengths are in Metres

Sheet 9 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 2 (cont)

- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'L' on the abovementioned plan.
- 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 whose consent is required to release vary or modify the terms of the easement and restrictions numbered 5, 6 & 7 in the plan is Epsilon Distribution Ministerial Holding Corporation.

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

- 8.1 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.
- 8.2 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.
- 8.3 No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials

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Lengths are in Metres

Sheet 10 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 2 (cont)

- 8.4 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.
- 8.5 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.
- 8.6 No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colourbond construction provided such colourbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colourbond fence shall be erected on any street frontage or within the front building setback line.
- 8.7 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened
- 8.8 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 Kelly Street Pty Limited or its successors in title or assigns.
- 8.9 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved by Crownland Kelly Street Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building

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Lengths are in Metres

Sheet 11 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 2 (cont)

- 8.10 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.
- 8.11 The person having the power to release, vary or modify the terms of Restriction numbered 8 in the plan is **Crownland Kelly Street Pty Ltd of Suite 301, 95 Pitt Street, Sydney NSW 2000** for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be **the registered proprietors of the lots having the benefit**. 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 9 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer.

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 9 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 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

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General Manager / Authorised Officer

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Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
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Dated:

Part 2 (cont)

required by Development Consent No 540/2017/B and as detailed on the plans approved by Liverpool City Council as Construction Certificate No. CCE-xx/xxxx on xx xxxxxx xxxx 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-xx/xxxx

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 to release vary or modify the term of the restriction numbered 10 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered11 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 CCE-xx/xxxx. 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

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Plan:

Plan of Subdivision of Lots 101,102, 103
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Part 2 (cont)

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.

(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. 540/2017/B and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. CCE-xx/xxxx on xx xxxxxx xxxx 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 CCE-xx/xxxx.

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.

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Lengths are in Metres

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Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
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Dated:

Part 2 (cont)

Name of Authority whose consent is required to release vary or modify the term of the positive covenant numbered 11 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 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 88 E (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 540/2017/B and as detailed on the plans approved by Liverpool City Council as Construction Certificate No. CCE-xx/xxxx on xx xxxxxx xxxx 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-xx/xxxx.

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 temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 12 in the plan is Liverpool City Council.

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Lengths are in Metres

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Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 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 CCE-xx/xxxx. 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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Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
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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. 540/2017/B and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. CCE-xx/xxxx on xx xxxxxx xxxx 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 CCE-xx/xxxx.

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 Stormwater Pre-treatment System within the lots hereby burdened.

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

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Lengths are in Metres

Sheet 17 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101, 102, 103
& 104 DP 1245089 covered by Council's
Subdivision Certificate No.

Dated:

Part 2 (cont)

EXECUTED by Crownland Kelly Street Pty Ltd)
(ACN 617 014 972))
In accordance with section 127 (1) of the)
Corporations Act:)

.....
Signature of Sole Director / Secretary

.....
Name of Sole Director / Secretary

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General Manager / Authorised Officer

Lengths are in Metres

Sheet 18 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
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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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Lengths are in Metres

Sheet 19 of 19 Sheets

Plan:

Plan of Subdivision of Lots 101,102, 103
& 104 DP 1245089 covered by Council's
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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

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General Manager / Authorised Officer

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 14 Sheets

Plan:

Plan of Subdivision of Lot 500 DP
covered by Council's Subdivision
Certificate No.
Dated:

Full Name and address of Proprietor of land:	Crownland Kelly Street Pty Ltd (ACN 617 014 972) 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	636 646 647 648 649 652 653 654 655 656 657 658 659	651 to 659 inclusive 647, 648, 649, 650 648, 649, 650 649, 650 650 651 651, 652 651, 652, 653 651, 652, 653, 654 651, 652, 653, 654, 655 651, 652, 653, 654, 655, 656 651 to 657 inclusive 651 to 658 inclusive
2.	Easement to Drain Water 1 Wide	637	651 to 659 inclusive

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Lengths are in Metres

Sheet 2 of 14 Sheets

Plan:

Plan of Subdivision of Lot 500 DP
covered by Council's Subdivision
Certificate No.
Dated:

Part 1 (cont)

	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:-
		601	602
		602	603
		603	604
		604	605
		605	606
		606	607
		607	608
		608	609
		609	610
		610	611
		611	612
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		615	616
		616	617
		617	618
		620	619
		621	620
		622	621
		623	624
		624	625

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Lengths are in Metres

Sheet 3 of 14 Sheets

Plan:

Plan of Subdivision of Lot 500 DP
covered by Council's Subdivision
Certificate No.
Dated:

Part 1 (cont)

	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 (D)	625 628 629 630 632 633 634 636 637 638 639 640 641 642 643 644 649 652 653 654 655	626 629 630 631 633 634 635 637 638 639 640 641 642 643 644 645 648 651 652 653 654

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Lengths are in Metres

Sheet 4 of 14 Sheets

Plan:

Plan of Subdivision of Lot 500 DP
covered by Council's Subdivision
Certificate No.
Dated:

Part 1 (cont)

	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 (D)	656 657 658 659	655 656 657 658
4.	Easement for Access, Maintenance & Overhang 0.9 Wide (D1)	628, 629	627
5.	Right of Carriageway (Whole Lot)	666, 667	Liverpool City Council
6.	Easement for Padmount Substation 2.75 Wide	632	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on Use of Land	Part 631 & Part 632 denoted 'K'	Epsilon Distribution Ministerial Holding Corporation
8.	Restriction on Use of Land	Part 631 & Part 632 denoted 'L'	Epsilon Distribution Ministerial Holding Corporation
9.	Restriction on Use of Land	Each Lot 601 to 659 inclusive	Every other Lot 601 to 659 inclusive
10.	Restriction on Use of Land	601 to 659 inclusive	Liverpool City Council
11.	Restriction on Use of Land	666, 667	Liverpool City Council

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Lengths are in Metres

Sheet 5 of 14 Sheets

Plan:

Plan of Subdivision of Lot 500 DP
covered by Council's Subdivision
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Part 1A (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.	Easement to Drain Water 5 Wide Vide DP1233827	500/.....	Liverpool City Council

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General Manager / Authorised Officer

Lengths are in Metres

Sheet 6 of 14 Sheets

Plan:

Plan of Subdivision of Lot 500 DP
covered by Council's Subdivision
Certificate No.
Dated:

Part 2

Name of Authority whose consent is required to release vary or modify easement numbered 1 & 2 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 & 4 in the plan.

1.1 The owner of the lot benefitted and persons authorized by them may:

- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefitted;
 - (ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise reasonably be carried out;
- (b) Do anything reasonably necessary for that purpose including:
 - (i) Entering into the lot burdened; and
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out the necessary works.

1.2 In exercising the rights under this clause 1, the owner of the lot benefitted must:

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

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.

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General Manager / Authorised Officer

Lengths are in Metres

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Plan:

Plan of Subdivision of Lot 500 DP
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Part 2 (cont)

- 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
- 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 & 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 3 & 4 in the plan is Liverpool City Council.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 5 in the plan is Liverpool City Council.

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

The terms set out in Memorandum No AK104621 registered at Land Registry Services NSW 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 7 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.
- 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.

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General Manager / Authorised Officer

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Plan:

Plan of Subdivision of Lot 500 DP
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Part 2 (cont)

- 2.0 No building shall be erected or permitted to remain within the restriction site denoted 'K' on the abovementioned plan 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 authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 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.

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

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General Manager / Authorised Officer

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Plan:

Plan of Subdivision of Lot 500 DP
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Dated:

Part 2 (cont)

- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'L' on the abovementioned plan.
- 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 whose consent is required to release vary or modify the terms of the easement and restrictions numbered 6, 7 & 8 in the plan is Epsilon Distribution Ministerial Holding Corporation.

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

- 9.1 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.
- 9.2 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.
- 9.3 No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials

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General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lot 500 DP
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Dated:

Part 2 (cont)

- 9.4 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.
- 9.5 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.
- 9.6 No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colourbond construction provided such colourbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colourbond fence shall be erected on any street frontage or within the front building setback line.
- 9.7 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
- 9.8 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 Kelly Street Pty Limited or its successors in title or assigns.
- 9.9 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved by Crownland Kelly Street Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building

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Plan:

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Part 2 (cont)

9.10 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.

9.11 The person having the power to release, vary or modify the terms of Restriction numbered 9 in the plan is **Crownland Kelly Street Pty Ltd of Suite 301, 95 Pitt Street, Sydney NSW 2000** for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be **the registered proprietors of the lots having the benefit**. 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 10 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer.

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 10 in the plan is Liverpool City Council.

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

The Lots hereby burdened shall not be sold without the prior written consent of Liverpool City Council.

Liverpool City Council shall not reasonably withhold permission for removal of this restriction when proper legal access is completed over neighbouring lands and temporary access road works and services removed or relocated and land re-instated to Liverpool City Council's satisfaction.

No further development of the lot hereby burdened is to take place unless it is approved by Development Consent.

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 11 in the plan is Liverpool City Council.

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General Manager / Authorised Officer

Lengths are in Metres

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Plan:

Plan of Subdivision of Lot 500 DP
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Part 2 (cont)

EXECUTED by Crownland Kelly Street Pty Ltd)
(ACN 617 014 972))
In accordance with section 127 (1) of the)
Corporations Act:)

.....
Signature of Sole Director / Secretary

.....
Name of Sole Director / Secretary

APPROVED BY LIVERPOOL CITY COUNCIL
General Manager / Authorised Officer

Lengths are in Metres

Sheet 13 of 14 Sheets

Plan:

Plan of Subdivision of Lot 500 DP
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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

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Sheet 14 of 14 Sheets

Plan:

Plan of Subdivision of Lot 500 DP
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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

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General Manager / Authorised Officer

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 13 Sheets

Plan:

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Dated:

<u>Full Name and address of Proprietor of land:</u>	Crownland Kelly Street Pty Ltd (ACN 617 014 972) 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 for Access, Maintenance & Overhang 0.9 Wide (A)	202	201
		203	202
		204	205
		206	207
		208	207
		211	210
		215	216
		217	216
		218	217
		219	220
		220	221
		221	222
		222	223

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General Manager / Authorised Officer
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Lengths are in Metres

Sheet 2 of 13 Sheets

Plan:

Plan of Subdivision of Lot 660, 661, 662,
663, 666 & 667 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 1 (cont)

	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 for Access, Maintenance & Overhang 0.9 Wide (A)	223	224
		224	225
		225	226
		226	227
		227	228
		228	229
		229	230
		230	231
		232	233
		233	234
		234	235
		235	236
		236	237
		237	238
		238	239
		239	240
		242	241
		243	242
		244	243
		245	244

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Lengths are in Metres

Sheet 3 of 13 Sheets

Plan:

Plan of Subdivision of Lot 660, 661, 662,
663, 666 & 667 D.P.
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Dated:

Part 1 (cont)

	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 for Access, Maintenance & Overhang 0.9 Wide (A)	246 247 248 249	245 246 247 248
2.	Easement for Access, Maintenance & Overhang 1.2 Wide (B)	202 203 204 205 207 208 211 212 213 214 216 217	201 202 205 206 206 209 210 211 214 215 215 218
3.	Easement for Access, Maintenance & Overhang 1.2 Wide (B1)	203 204 212 213	204 203 213 212

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Lengths are in Metres

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Plan:

Plan of Subdivision of Lot 660, 661, 662,
663, 666 & 667 D.P.

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Dated:

Part 1 (cont)

	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:-
4.	Easement to Drain Water 1.5 Wide (C)	202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218	201 201, 202 201, 202, 203 201, 202, 203, 204 201, 202, 203, 204, 205 201, 202, 203, 204, 205, 206 201 to 207 inclusive 201 to 208 inclusive 201 to 209 inclusive 201 to 210 inclusive 201 to 211 inclusive 201 to 212 inclusive 201 to 213 inclusive 201 to 214 inclusive 201 to 215 inclusive 201 to 216 inclusive 201 to 217 inclusive
5.	Restriction on Use of Land	Lots 201 to 218 Inclusive	Liverpool City Council

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Plan:

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Part 1 (cont)

	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:-
6.	Positive Covenant	Each Lot 201 to 249 inclusive	Every other Lot 201 to 249 inclusive
7.	Restriction on Use of Land	Lots 201 to 205 Inclusive, Lots 207 to 214 inclusive, 216, 217, Lots 220 to 231 inclusive, Lots 233 to 248 inclusive	Liverpool City Council
8.	Restriction On Use Of Land	231, 240	Liverpool City Council
9.	Restriction On Use Of Land	Each Lot 219 to 249 inclusive	Every other Lot 219 to 249 inclusive

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Plan:

Plan of Subdivision of Lot 660, 661, 662,
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Dated:

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1, 2 & 3 in the plan.

1.1 The owner of the lot benefitted may:

- (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.

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Plan:

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Part 2 (cont)

- 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
- 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, 2 & 3 in the plan is Liverpool City Council.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 4 in the plan is Liverpool City Council.

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

No dwelling house or other structure shall be erected on the lot(s) hereby burdened unless they are constructed in accordance with the approved plans listed in Notice of Determination No.699/2017/A issued by Liverpool City Council on 17th December 2019 or any subsequent modification of DA 699/2017 approved by Liverpool City Council.

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 5 in the plan is Liverpool City Council.

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Plan:

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Part 2 (cont)

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

- 6.1 The owner of the lot burdened covenants with the owner of each lot having a contiguous boundary with the burdened lot to:
- a) Grant access to the burdened lot, including access to any roof structure of the lot burdened, but excluding internal building areas, for the purpose of carrying out necessary work including maintenance and repair on any structure constructed on the benefitted lot, provided such access shall only be granted where reasonable notice is given and access times are agreed between the owners prior to entry.
- 6.2 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 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 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.
- 6.3. In exercising the rights under this clause 1.1, 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.
- 6.4. 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 access 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 positive covenant numbered 6 in the plan is Liverpool City Council.

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.....
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Plan:

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Part 2 (cont)

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

No dwelling house or other structure shall be erected on the lot(s) hereby burdened unless they are sited and constructed in accordance with the approved building envelope plans listed in Notice of Determination No.699/2017 issued by Liverpool City Council on 27th August 2019 or any subsequent modification of DA 699/2017 approved by Liverpool City Council. Any zero lot construction shall not exceed 11m in length.

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 7 in the plan is Liverpool City Council.

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

The Lots hereby burdened shall not be sold without the prior written consent of Liverpool City Council and no further development of the lot hereby burdened is to take place unless it is approved by Development Consent.

Liverpool City Council shall not reasonably withhold permission for removal of this restriction when proper legal access is completed over neighbouring lands and temporary access road works and services removed or relocated and land re-instated to Liverpool City Council's satisfaction.

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.

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

9.1 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.

9.2 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.

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Plan:

Plan of Subdivision of Lot 660, 661, 662,
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Part 2 (cont)

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

9.4 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.

9.5 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.

9.6 No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colourbond construction provided such colourbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colourbond fence shall be erected on any street frontage or within the front building setback line.

9.7 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

9.8 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 Kelly Street Pty Limited or its successors in title or assigns.

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Plan:

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Dated:

Part 2 (cont)

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

9.10 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.

9.11 The person whose consent is required to release, vary or modify the terms of Restriction numbered 10 in the plan is **Crownland Kelly Street Pty Ltd of Suite 301, 95 Pitt Street, Sydney NSW 2000** for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be the registered proprietors of the lots having the benefit. 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
CR Ref: 001-17-2 v6 Date: 21/04/2020

Lengths are in Metres

Sheet 12 of 13 Sheets

Plan:

Plan of Subdivision of Lot 660, 661, 662,
663, 666 & 667 D.P.
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

EXECUTED by Crownland Kelly Street Pty Ltd)
(ACN 617 014 972))
In accordance with section 127 (1) of the)
Corporations Act:)

.....
Signature of Sole Director/ Secretary

.....
Name of Sole Director/ Secretary

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
CR Ref: 001-17-2 v6 Date: 21/04/2020

Lengths are in Metres

Sheet 13 of 13 Sheets

Plan:

Plan of Subdivision of Lot 660, 661, 662,
663, 666 & 667 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: 001-17-2 v6 Date: 21/04/2020

ANNEXURE C

Title Requisitions

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Crownland Kelly St Pty Ltd as trustee for Crown Trust 31
Purchaser:
Property: 32-38 Kelly Street, Austral
Dated:

Possession & 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 all details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies 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.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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?

Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. 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.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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 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 issued under the *Environmental Planning and Assessment Act 1979* 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 under the *Home Building Act 1989*.
15. 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?

16. If a swimming pool is included in the property:
 (a) when did construction of the swimming pool commence?

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-2-

- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
- (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
- (d) are there any outstanding notices or orders?
17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If there answer to (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 diving fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. 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 or way or other easement over any part of the land?
- (c) any latent defects in the property?
20. 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) any contamination?
21. (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?
22. 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

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

Requisitions & Transfer

24. The transfer to be handed over on settlement must either be endorsed with vendor duty or marked exempt from vendor duty.
25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.

ANNEXURE D

Folio Identifier 101/1245089, 102/1245089, 103/1245089 and 104/1245089



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 101/1245089

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2020	11:17 AM	1	29/10/2018

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 101 IN DEPOSITED PLAN 1245089
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1245089

FIRST SCHEDULE

CROWNLAND KELLY ST PTY LIMITED

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN740647 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

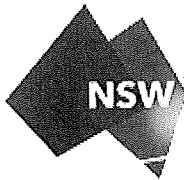
UNREGISTERED DEALINGS: PP DP1235974 PP DP1235975 PP DP1260834.

*** END OF SEARCH ***

294282

PRINTED ON 16/3/2020

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LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 102/1245089

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2020	11:17 AM	1	29/10/2018

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 102 IN DEPOSITED PLAN 1245089
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1245089

FIRST SCHEDULE

CROWNLAND KELLY ST PTY LIMITED

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J930050 EASEMENT FOR TRANSMISSION LINE 30.48 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
0251022 EASEMENT NOW VESTED IN PROSPECT ELECTRICITY
- 3 AN740647 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

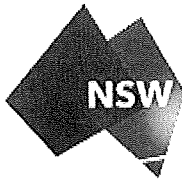
UNREGISTERED DEALINGS: PP DP1235974 PP DP1235975 PP DP1260834
PP SP99026.

*** END OF SEARCH ***

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LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 103/1245089

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2020	11:17 AM	1	29/10/2018

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 103 IN DEPOSITED PLAN 1245089
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1245089

FIRST SCHEDULE

CROWNLAND KELLY ST PTY LIMITED

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J892294 EASEMENT FOR TRANSMISSION LINE 30.48 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
0251022 EASEMENT NOW VESTED IN PROSPECT ELECTRICITY
- 3 AN740647 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1235974 PP DP1235975 PP DP1260834
PP SP99027 PP SP99028.

*** END OF SEARCH ***

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LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 104/1245089

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2020	11:17 AM	1	29/10/2018

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 104 IN DEPOSITED PLAN 1245089
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1245089

FIRST SCHEDULE

CROWNLAND KELLY ST PTY LIMITED

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B584414 COVENANT
- 3 J892294 EASEMENT FOR TRANSMISSION LINE 30.48 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
0251022 EASEMENT NOW VESTED IN PROSPECT ELECTRICITY
- 4 AN740647 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 5 DP1233827 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: PP DP1235974 PP DP1235975 PP DP1260834.

*** END OF SEARCH ***

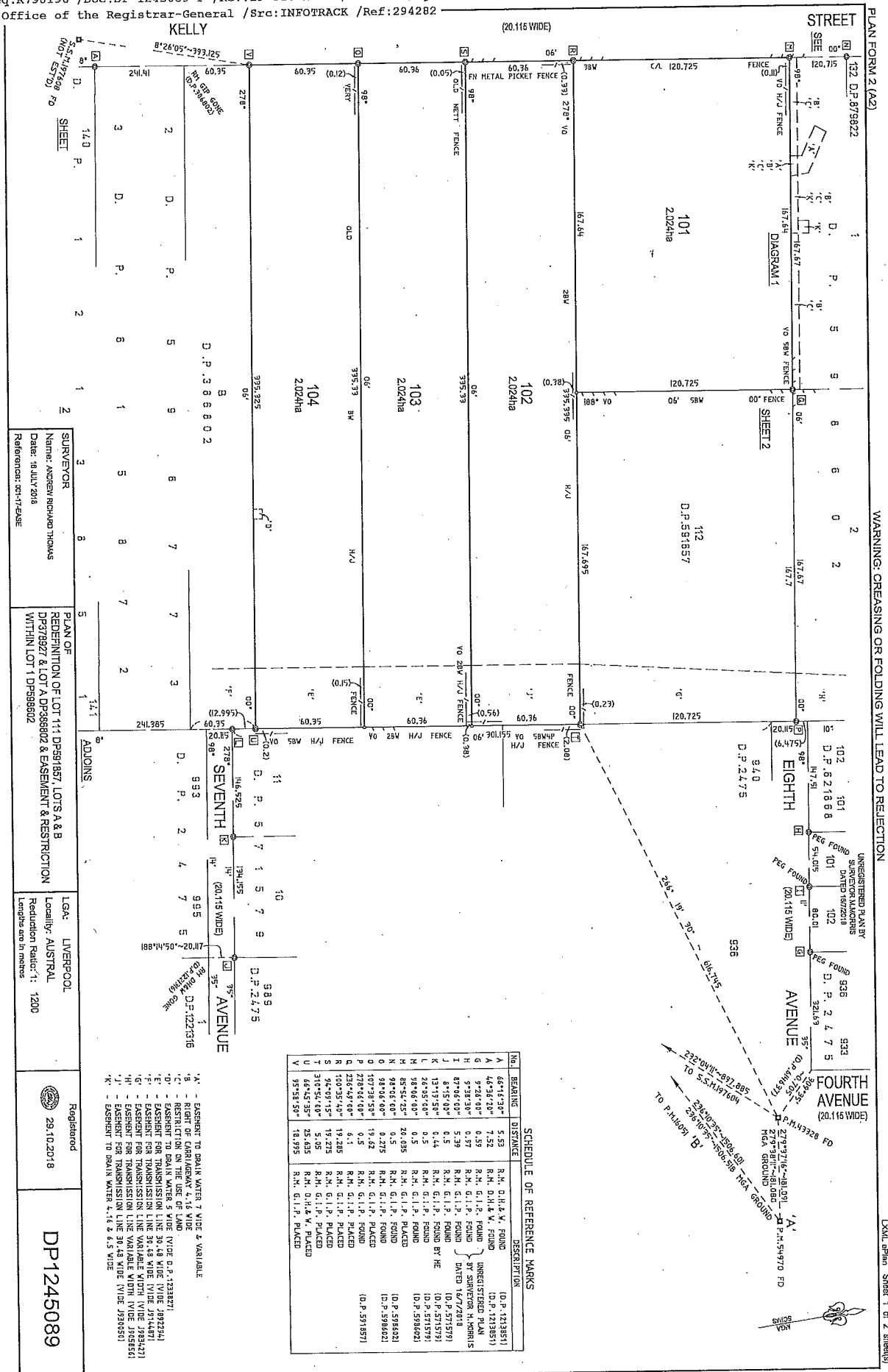
294282

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ANNEXURE E

**Title Diagram
Deposited Plans and Dealings**



SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 7c									
MARK		HEX COORDINATES		COORDINATE REGULATION		METHOD		STATE	
				CLASS	ORDER				
P.M.1567	795 998 195	5 525 680 482	5	2	SC1/S5	FOUND			
P.M.1651	726 014 008	5 525 692 772	8	2	SC1/S5	FOUND			
P.M.1438	727 051 929	5 526 561 751	8	2	SC1/S5	FOUND			
P.M.5470	727 276 476	5 526 531 526	8	2	SC1/S5	FOUND			
P.M.19760	726 303 7	5 526 809 7	8	2	SC1/S5	FOUND			
S.S.M.19767	726 022 4	5 525 817 6	8	2	SC1/S5	FOUND			
S.S.M.19768	726 635 7	5 525 815 6	8	2	SC1/S5	FOUND			
S.S.M.19769	726 222 8	5 525 815 6	8	2	SC1/S5	FOUND			
S.S.M.19770	726 222 8	5 525 815 6	8	2	SC1/S5	FOUND			
S.S.M.19771	726 226 3	5 525 810 7	8	2	SC1/S5	FOUND			
S.S.M.197711	726 226 3	5 525 810 7	8	2	SC1/S5	FOUND			

DATE OF SC1/S5 COORDINATES: 13 JULY 2018 HEX. NOT: 55
 COINTEGRATED SCALE FACTOR: 1.000355
 MAG. DATA: GDA94
 ANNOT:

SURVEYOR
Name: ANDREW RICHARD THOMAS
Date: 16 JULY 2018
Reference: 001-17-EASE

PLAN OF
REDEFINITION OF LOT 111 DP591857, LOTS A & B
DP378927 & LOT A DP368802 & EASEMENT & RESTRICTION
WITHIN LOT 1 DP598502

LGA: LIVERPOOL
Locality: AUSTRAL
Reduction Ratio: 1: 800
Lengths are in metres

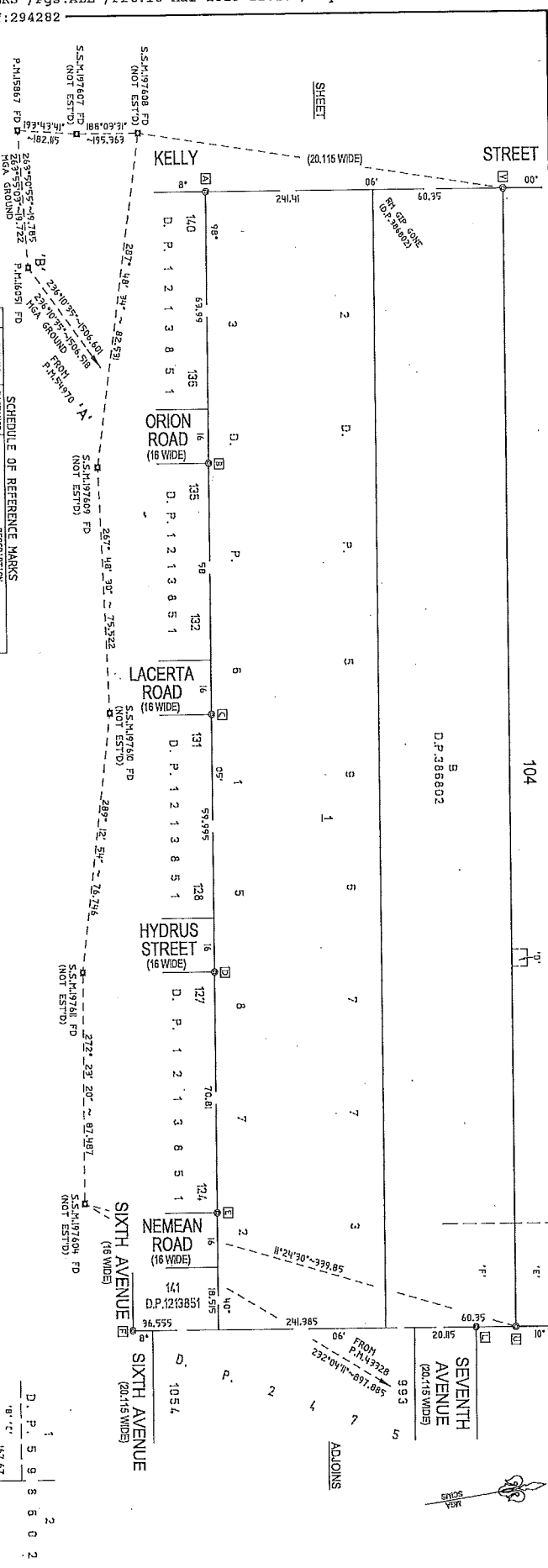
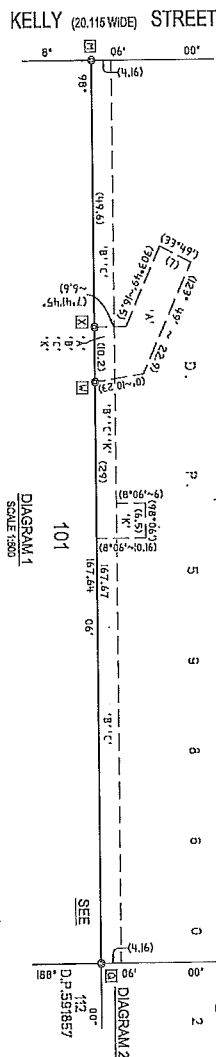
Registered
29.10.2011

DP1245089

No.	Distance	Description
A	66°-10'-30"	R.M. D.H.W. FOUND
B	67°-28'-00"	R.M. D.H.W. FOUND
C	68°-31'-45"	R.M. D.H.W. FOUND BY ME
D	69°-31'-45"	R.M. D.H.W. FOUND BY ME
E	70°-51'-45"	R.M. D.H.W. FOUND BY ME
F	71°-59'-00"	R.M. D.H.W. FOUND BY ME
G	72°-55'-00"	R.M. D.H.W. FOUND BY ME
H	73°-55'-00"	R.M. D.H.W. FOUND BY ME
I	74°-55'-00"	R.M. D.H.W. FOUND BY ME
J	75°-55'-00"	R.M. D.H.W. FOUND BY ME
K	76°-55'-00"	R.M. D.H.W. FOUND BY ME
L	77°-55'-00"	R.M. D.H.W. FOUND BY ME
M	78°-55'-00"	R.M. D.H.W. FOUND BY ME
N	79°-55'-00"	R.M. D.H.W. FOUND BY ME
O	80°-55'-00"	R.M. D.H.W. FOUND BY ME
P	81°-55'-00"	R.M. D.H.W. FOUND BY ME
Q	82°-55'-00"	R.M. D.H.W. FOUND BY ME
R	83°-55'-00"	R.M. D.H.W. FOUND BY ME
S	84°-55'-00"	R.M. D.H.W. FOUND BY ME
T	85°-55'-00"	R.M. D.H.W. FOUND BY ME
U	86°-55'-00"	R.M. D.H.W. FOUND BY ME
V	87°-55'-00"	R.M. D.H.W. FOUND BY ME
W	88°-55'-00"	R.M. D.H.W. FOUND BY ME
X	89°-55'-00"	R.M. D.H.W. FOUND BY ME
Y	90°-55'-00"	R.M. D.H.W. FOUND BY ME
Z	91°-55'-00"	R.M. D.H.W. FOUND BY ME
AA	92°-55'-00"	R.M. D.H.W. FOUND BY ME
AB	93°-55'-00"	R.M. D.H.W. FOUND BY ME
AC	94°-55'-00"	R.M. D.H.W. FOUND BY ME
AD	95°-55'-00"	R.M. D.H.W. FOUND BY ME
AE	96°-55'-00"	R.M. D.H.W. FOUND BY ME
AF	97°-55'-00"	R.M. D.H.W. FOUND BY ME
AG	98°-55'-00"	R.M. D.H.W. FOUND BY ME
AH	99°-55'-00"	R.M. D.H.W. FOUND BY ME
AI	100°-55'-00"	R.M. D.H.W. FOUND BY ME
AJ	101°-55'-00"	R.M. D.H.W. FOUND BY ME
AK	102°-55'-00"	R.M. D.H.W. FOUND BY ME
AL	103°-55'-00"	R.M. D.H.W. FOUND BY ME
AM	104°-55'-00"	R.M. D.H.W. FOUND BY ME
AN	105°-55'-00"	R.M. D.H.W. FOUND BY ME
AO	106°-55'-00"	R.M. D.H.W. FOUND BY ME
AP	107°-55'-00"	R.M. D.H.W. FOUND BY ME
AQ	108°-55'-00"	R.M. D.H.W. FOUND BY ME
AR	109°-55'-00"	R.M. D.H.W. FOUND BY ME
AS	110°-55'-00"	R.M. D.H.W. FOUND BY ME
AT	111°-55'-00"	R.M. D.H.W. FOUND BY ME
AU	112°-55'-00"	R.M. D.H.W. FOUND BY ME
AV	113°-55'-00"	R.M. D.H.W. FOUND BY ME
AW	114°-55'-00"	R.M. D.H.W. FOUND BY ME
AX	115°-55'-00"	R.M. D.H.W. FOUND BY ME
AY	116°-55'-00"	R.M. D.H.W. FOUND BY ME
AZ	117°-55'-00"	R.M. D.H.W. FOUND BY ME
BA	118°-55'-00"	R.M. D.H.W. FOUND BY ME
BB	119°-55'-00"	R.M. D.H.W. FOUND BY ME
BC	120°-55'-00"	R.M. D.H.W. FOUND BY ME
BD	121°-55'-00"	R.M. D.H.W. FOUND BY ME
BE	122°-55'-00"	R.M. D.H.W. FOUND BY ME
BF	123°-55'-00"	R.M. D.H.W. FOUND BY ME
BG	124°-55'-00"	R.M. D.H.W. FOUND BY ME
BH	125°-55'-00"	R.M. D.H.W. FOUND BY ME
BI	126°-55'-00"	R.M. D.H.W. FOUND BY ME
BJ	127°-55'-00"	R.M. D.H.W. FOUND BY ME
BK	128°-55'-00"	R.M. D.H.W. FOUND BY ME
BL	129°-55'-00"	R.M. D.H.W. FOUND BY ME
BM	130°-55'-00"	R.M. D.H.W. FOUND BY ME
BN	131°-55'-00"	R.M. D.H.W. FOUND BY ME
BO	132°-55'-00"	R.M. D.H.W. FOUND BY ME
BP	133°-55'-00"	R.M. D.H.W. FOUND BY ME
BQ	134°-55'-00"	R.M. D.H.W. FOUND BY ME
BR	135°-55'-00"	R.M. D.H.W. FOUND BY ME
BS	136°-55'-00"	R.M. D.H.W. FOUND BY ME
BT	137°-55'-00"	R.M. D.H.W. FOUND BY ME
BU	138°-55'-00"	R.M. D.H.W. FOUND BY ME
BV	139°-55'-00"	R.M. D.H.W. FOUND BY ME
BW	140°-55'-00"	R.M. D.H.W. FOUND BY ME
BX	141°-55'-00"	R.M. D.H.W. FOUND BY ME
BY	142°-55'-00"	R.M. D.H.W. FOUND BY ME
BZ	143°-55'-00"	R.M. D.H.W. FOUND BY ME
CA	144°-55'-00"	R.M. D.H.W. FOUND BY ME
CB	145°-55'-00"	R.M. D.H.W. FOUND BY ME
CC	146°-55'-00"	R.M. D.H.W. FOUND BY ME
CD	147°-55'-00"	R.M. D.H.W. FOUND BY ME
CE	148°-55'-00"	R.M. D.H.W. FOUND BY ME
CF	149°-55'-00"	R.M. D.H.W. FOUND BY ME
CG	150°-55'-00"	R.M. D.H.W. FOUND BY ME
CH	151°-55'-00"	R.M. D.H.W. FOUND BY ME
CI	152°-55'-00"	R.M. D.H.W. FOUND BY ME
CJ	153°-55'-00"	R.M. D.H.W. FOUND BY ME
CK	154°-55'-00"	R.M. D.H.W. FOUND BY ME
CL	155°-55'-00"	R.M. D.H.W. FOUND BY ME
CM	156°-55'-00"	R.M. D.H.W. FOUND BY ME
CN	157°-55'-00"	R.M. D.H.W. FOUND BY ME
CO	158°-55'-00"	R.M. D.H.W. FOUND BY ME
CP	159°-55'-00"	R.M. D.H.W. FOUND BY ME
CQ	160°-55'-00"	R.M. D.H.W. FOUND BY ME
CR	161°-55'-00"	R.M. D.H.W. FOUND BY ME
CS	162°-55'-00"	R.M. D.H.W. FOUND BY ME
CT	163°-55'-00"	R.M. D.H.W. FOUND BY ME
CU	164°-55'-00"	R.M. D.H.W. FOUND BY ME
CV	165°-55'-00"	R.M. D.H.W. FOUND BY ME
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DC	172°-55'-00"	R.M. D.H.W. FOUND BY ME
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- 'A' - EASEMENT TO DRAIN WATER 7 WIDE & VARIABLE
- 'B' - RIGHT OF CARRIAGEWAY 4, 16 WIDE
- 'C' - RESTRICTION ON THE USE OF LAND
- 'D' - EASEMENT TO DRAIN WATER 5 WIDE [VIDE D.P. 1233827]
- 'E' - EASEMENT FOR TRANSMISSION LINE 30, 40 WIDE [VIDE J892296]
- 'F' - EASEMENT FOR TRANSMISSION LINE 30, 68 WIDE [VIDE J914487]
- 'K' - EASEMENT TO DRAIN WATER 4, 16 & 6.5 WIDE

1
D. P. 5 9 6 6 0 2
'B' 'C'
157.67
98° 157.64 06°
101
00°
112
D.F. 591657
00.90.00.00
DIAGRAM 2
NOT TO SCALE



10 DEC 7 001 17000 OF ANS 001 170 503 021 - EASE - A KP - AT

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  29.10.2018

Office Use Only

Office Use Only

DP1245089

PLAN OF
REDEFINITION OF LOT 111 DP591857, LOTS A
& B DP378927 & LOT A DP386802 & EASEMENT
& RESTRICTION WITHIN LOT 1 DP598602

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
101	32	KELLY	STREET	AUSTRAL
102	34	KELLY	STREET	AUSTRAL
103	36	KELLY	STREET	AUSTRAL
104	38	KELLY	STREET	AUSTRAL

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED
AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED
TO CREATE:-

1. EASEMENT TO DRAIN WATER 7 WIDE & VARIABLE
2. RESTRICTION ON THE USE OF LAND
3. RIGHT OF CARRIAGEWAY 4.16 WIDE
4. EASEMENT TO DRAIN WATER 4.16 & 6.5 WIDE

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:

WITNESS

KEVIN KIM
ASSOCIATE

155 GEORGE ST SYDNEY NSW 2000


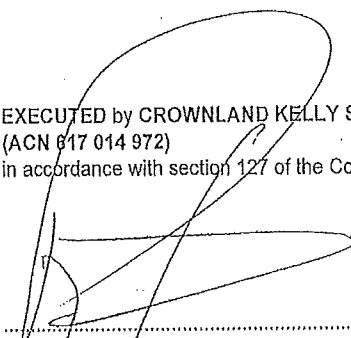
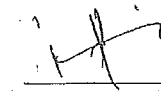
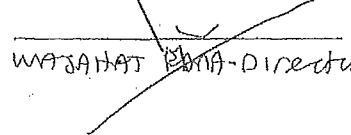
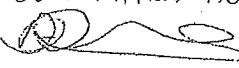

ATTORNEY

RACHEL TWEEDY
Director
Corporate Property

If space is insufficient use additional annexure sheet

Surveyor's Reference: 001-17-EASE

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  29.10.2018</p> <p>PLAN OF REDEFINITION OF LOT 111 DP591857, LOTS A & B DP378927 & LOT A DP386802 & EASEMENT & RESTRICTION WITHIN LOT 1 DP598602</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p style="text-align: right;">Office Use Only</p> <div style="text-align: center; font-size: 24pt; font-weight: bold; margin-top: 20px;">DP1245089</div> <p style="font-size: 10pt; margin-top: 20px;">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) <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 style="margin-bottom: 20px;"> <p>EXECUTED by CROWNLAND KELLY STREET PTY LTD (ACN 617 014 972) in accordance with section 127 of the Corporations Act:</p> <div style="text-align: center; margin-top: 20px;">  Signature of Sole Director / secretary <u>ANDREW WIESENER</u> Name of Sole Director / secretary (please print) </div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"> <div style="width: 45%;"> <p>Executed by Austral Developes Pty Ltd ACN 614 196 593 in accordance with s127 of the Corporations Act 2001</p> </div> <div style="width: 45%; text-align: center;">  Hashim Aziz - Director  WAJIDHAT - Director </div> </div> <div> <p>Executed by CENTAUR PROPERTY HOLDINGS PTY LTD ACN 165 705 662 in accordance with s127 of the CORPORATIONS ACT 2001</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  Name: JOSHUA ROWE DIRECTOR </div> <div style="text-align: center;">  Name: Weisi Liu Secretary </div> </div> <p style="font-size: 8pt; text-align: center; margin-top: 5px;">If space is insufficient use additional annexure sheet</p> </div>		
<p>Surveyor's Reference: 001-17-EASE</p>		

CAD REF: Z:\001-ITXGR_PLANS\001-176 593 1021 - EASE - A.K.P. - A.T

part And the transferee covenant(s) with the transferor¹

Full and free right leave liberty and licence for the transferee its successors and assigns (being the Crown or a public or local authority constituted by Act of Parliament) its and their servants and all other persons authorised by it or them to act on its or their behalf -

- (a) to erect construct place repair renew maintain use and remove overhead electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through in and along the land shown "PROPOSED EASEMENT 100 FEET WIDE" on the plan annexed hereto and marked "A" which parcel of land is hereinafter referred to as "the servient tenement", and
- (b) to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables, and
- (c) with or without horses vehicles plant and equipment to enter and be in the servient tenement for the purpose of exercising any rights granted to it or them hereunder, and
- (d) to cut or trim or lop trees branches and other growths or foliage exceeding eight feet in height which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder.

And the transferors doth hereby for themselves their executors administrators and assigns as owners for the time being of the servient tenement covenant with the said transferee its said successors and assigns that they will not -

- (a) do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires cables towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through and along the said transmission mains wires and cables, and
- (b) erect or place or permit the erection or placing in or on the servient tenement of any building structure plant or apparatus without the permission in writing of the said transferee its said successors or assigns.

^d Strike out if unnecessary, or suitably adjust.

(i) If any easements are to be created or any exceptions to be made; or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

^e A very short note will suffice.

K 1165-2

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or any other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of a corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent); (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Consul-General or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent) and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commission's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effectual.

To be signed by Registrar-General, Deputy Registrar-General, Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Liverpool the 1st day of March 1965
Signed in my presence by the transferors
are
WHO IS PERSONALLY KNOWN TO ME

Raymond Jones
Solicitor
Liverpool

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Artemus
Yvette Adams
Transferee(s).

ACCEPTED for and on behalf of THE
ELECTRICITY COMMISSION OF NEW SOUTH
WALES by me Raymond Jones
Signed in my presence by the transferee
Manager and Secretary of the said
who is personally known to me
Commission pursuant to a Resolution
dated 21st May 1963 and I hereby
certify this Transfer to be correct
for the purposes of the Real Property
Act and I further certify that the
said Resolution has not been revoked
or varied in any way.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY. (To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer?

Signed at _____ the _____ day of _____ 19____
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at _____, the _____ day of _____, one thousand
nine hundred and _____ the attesting witness to this instrument
and declared that he personally knew _____ the person
signing the same, and whose signature thereto he has attested; and that the name purporting to be such
signature of the said _____ is _____ own handwriting, and
that _____ was of sound mind and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, equumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

LODGED BY THE ELECTRICITY COMMISSION
 OF NEW SOUTH WALES
 15 Castlereagh Street Sydney.
 20331 Ext. 6171

No. 930050

FEE.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of £1 is made in each of the following:—
 (i) Where a restrictive covenant is imposed; or
 (ii) A new easement is created; or
 (iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. *Plan*
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
 Received Docs.
 Nos.
 Receiving Clerk.

**CONSENT OF MORTGAGEE
 PARTIAL DISCHARGE OF MORTGAGE.**
 (N.B.—Before execution read marginal note.)

I, CARNEGIE INVESTMENTS PTY. LIMITED mortgagee under Mortgage No. 3620052
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage hereby consents to the within transfer and grant of easement.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the whole of or the residue of the land in the Certificate of Title or Crown Grant, or the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by
*The Commissioner of Land
 Investments Pty. Limited was
 duly sworn in the presence
 of*
 who is personally known to me.



INDEXED	MEMORANDUM OF TRANSFER <i>2 Gt of Easement for Transmission Line With Co. M.P.D. Inc.</i>
Checked by <i>GE 10</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by <i>BY 12/2/65</i>	on <i>14th April 1965</i>
Signed by <i>[Signature]</i>	at <i>Hoboken</i> <i>[Signature]</i> Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. & Supt.		
Cancellat on Clerk		
VOL.	FOL.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Municipality of
 Shire of City of Liverpool

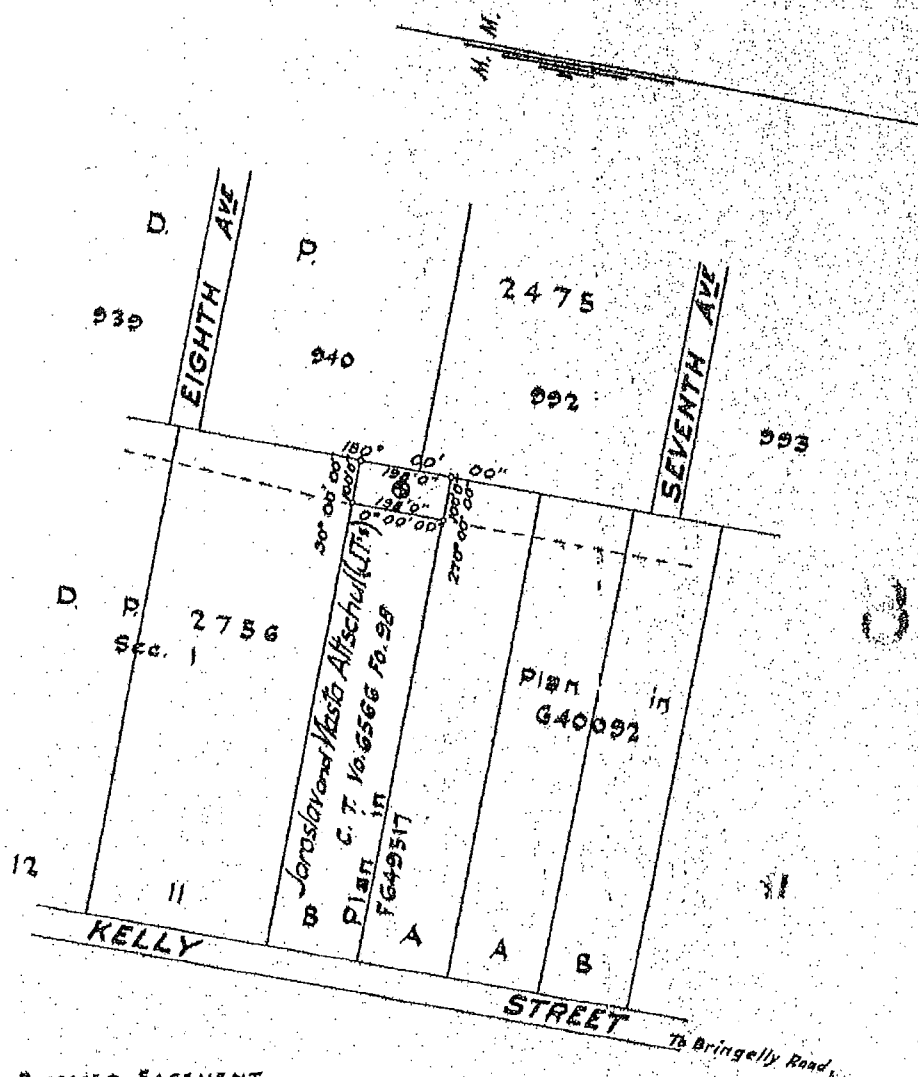
(51)

THE ELECTRICITY COMMISSION OF N.S.W.
SYDNEY WEST-NEPEAN
 132 KV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of Cabramatta County of Cumberland

Scale: 300 Feet to an Inch



① PROPOSED EASEMENT
 100 FEET WIDE.

This is the plan marked "2" referred to in the Memorandum of Understanding of Agreement between the Electricity Commission of New South Wales and The State Land and Survey Department of New South Wales dated 1st March 1955.

Date: 26-5-64

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-46

5810

Yvette Adams
Landowner

97-11R



REQUEST

Real Property Act 1900

Land Titles Office use only



0
251022 K

(A) **STAMP DUTY**
If applicable.

Office of Sta

(B) **TITLE**
Show no more than 20.

See Annexure attached.

(C) **REGISTERED DEALING**
If applicable.

See Annexure attached.

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000	
REFERENCE (max 15 characters): PE		

(E) **APPLICANT**

PROSPECT ELECTRICITY

(F) **REQUEST**

The Registrar General to record Prospect Electricity as the registered proprietor of the easements as defined in the annexure attached, pursuant to Section 78 (1) of the Electricity Commission Act 1950, as notified in New South Wales Government Gazette No. 76 of the 3rd June 1994. Dealing NO. U.822997

CAVEAT E610577 (RE 2/596773)
DOES NOT PREVENT REGISTRATION HIN

CHECKED BY (office use only)

HIN

CS

SYDNEY WEST - NEPEAN 132 KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
42	P5701	A	370483	A/370483	J802255
		9	776297	9/776297	K539951
		11	776297	11/776297	K539951
43	P5700	18	SEC.1 2756	18/1/2756	K515056
		20	SEC.1 2756	20/1/2756	V457717
44	P5699	A	385901	A/385901	J930054
		C	385901	C/385901	K589174
45	P5644	16	SEC.1 2756	16/1/2756	J930055
46	P5806	15	SEC.1 2756	15/1/2756	K116730
47	P5807	11	519909	11/519909	J802256
		12	519909	12/519909	J802256
48	P5808	13	SEC.1 2756	13/1/2756	J905857
49	P5809	2	598602	2/598602	J905856
50	P5746	112	591857	112/591857	J983247
51	P5810	B	378927	B/378927	J930050
52	P5278	A	378927	A/378927	J892294
		A	386802	A/386802	J892294
		B	386802	B/386802	J914487
53	P5745	1	596773	1/596773	J914487
54	P5811	2	596773	2/596773	J914487

(G)

STANDARD EXECUTION

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

DATE30th November 1994.....

Signed in my presence by the Applicant who is personally known to me.

Peter S Hopley

Signature of Witness

.....PETER S. HOPLEY.....
Name of Witness (BLOCK LETTERS)

.....9 Martin St, Roselands 2196.....

Address of Witness

R.B. SMITH, STATE SEARCH
Authorised Agent for
PROSPECT ELECTRICITY.

R.B. Smith

Signature of Applicant

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of

.....
Signature of Witness

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

.....
Address and Qualification of Witness

.....
Signature of Applicant



J
892294 W

J 892294

CONVEYANCING ACTS, 1919
REAL PROPERTY ACT, 1900

Notice of Resumption of Land subject to the provisions
of Real Property Act, 1900.

I, EDWARD JOHN MINCHIN, State Crown Solicitor's Office DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the twenty-fourth day of January one thousand nine hundred and sixty-four, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900. and I, the said EDWARD JOHN MINCHIN HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900. AND I FURTHER CERTIFY that I was appointed by writing dated the twenty-second day of February one thousand nine hundred and sixty-two under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate Parish County	Part or Whole	Volume	Folio
Part Lot A in plan lodged with No. G 331032		Melville Cumberland	PART	7107	149
		Being the land delineated on the plan annexed hereto and marked "A"			
Part Lot 6	1	Deposited Plan No. 2756	PART	4382	56
Part Lot 7	1	do 2756	PART	4095	2
		Being the land delineated on the plan annexed hereto and marked "B"			
Part Lot A in plan annexed to No. 649517		Cabramatta Cumberland	PART	6566	99
Part Lot A in plan annexed to No. 640092		do do	PART	6841	175
		Being the land delineated on the plan annexed hereto and marked "C"			
Part Lot 381		Deposited Plan No. 2475	PART	8191	10
Part Lot 380		do 2475	PART	7981	6
		Being the land delineated on the plan annexed hereto and marked "D"			

DATED this day of , in the year of Our Lord
one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR-GENERAL
SYDNEY.

- 2 -

Lot	Section	Deposited Plan or Name of Estate.	Part or Whole	Volume	Folio.
Part Lot 222		Deposited Plan No. 27602	PART	7908	242 <u>E</u>
Being the land delineated on the plan annexed hereto and marked "E"					
Part Lot 38		do 27602	PART	8282	19
Part Lot 38		do 27602	PART	8282	20
Being the land delineated on the plan annexed hereto and marked "F"					
Part of the land shown in Primary Application No. 18990 (said part being part Lot 6 in Deposited Plan No. 28381)			PART	7182	5
do		do	PART	7182	6
do		do	PART	7182	7
Part Lot 3		Deposited Plan No. 28381	PART	8240	13
Part Lot 1		do 28381	PART	8268	124 <u>G</u>
Being the land delineated on the plan annexed hereto and marked "G"					
Part Lot 2		do 201514	PART	8283	148
Part Lot 3		do 201514	PART	8283	149 <u>E</u>
Part Lot 4		do 201514	PART	8283	150 <u>F</u>
Being the land delineated on the plan annexed hereto and marked "H"					
Part Lot 23		do 30409	PART	8148	239 <u>G</u>
Being the land delineated on the plan annexed hereto and marked "J"					
Part Lot A in plan 732724	Cook	Cumberland	PART	7418	202 <u>F</u>
Part Portion 69	Cook	Cumberland	PART	5689	33
Being the land delineated on the plan annexed hereto and marked "K"					
Part of the land comprised in Real Property Application 12469			PART	1476	214 <u>E</u>
Being the land delineated on the plan annexed hereto and marked "L"					

DATED this 12th day of January, in the year of Our Lord one thousand nine hundred and sixty four.

SIGNED by the said EDWARD JOHN MINCHIN
 in the presence of

Charles
 The Registrar General,
 SYDNEY.

[Published in Government Gazette No. 9 of 24th January, 1964.]

**ELECTRICITY COMMISSION ACT, 1950, AS AMENDED,
—PUBLIC WORKS ACT, 1912, AS AMENDED
SYDNEY WEST-NEPEA 32 KV TRANSMISSION LINE**

Acquisition of Easement

APPLICATION by the Electricity Commission of New South Wales having been made, that easements or rights to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that easements or rights as aforesaid over so much of the said land as is Crown land are hereby appropriated and easements or rights as aforesaid over so much of the said land as is private property are hereby resumed under Division 1 of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easements or rights are vested in the Electricity Commission of New South Wales.

Dated this 15th day of January, 1964.

K. W. STREET,

by Deputation from His Excellency the Governor.

By His Excellency's Command,

P. D. HILLS, Minister for Local Government.

SCHEDULE

All that piece or parcel of land situate in the Municipality of Fairfield, parish of Melville and county of Cumberland, being part of lot A, plan annexed to dealing G. 337,032; Commencing at the north-western corner of the said lot A; and bounded thence on the north by part of the northern boundary of that lot bearing 90 degrees 44 feet 11 inches; on the east by lines bearing successively 182 degrees 10 minutes 109 feet 4 inches and 179 degrees 35 minutes 45 seconds 205 feet 34 inches to the southern boundary of the said lot A; on the south by part of that boundary bearing 270 degrees 39 feet 9 inches to the south-western corner of that lot; and on the west by the western boundary of that lot bearing successively 358 degrees 44 minutes 106 feet 10 inches and 359 degrees 57 minutes 30 seconds 207 feet 54 inches to the point of commencement,—and said to be in the possession of Frank Borg.

Also all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 6 and 7, section 1, deposited plan 2,756; Commencing at the north-eastern corner of the said lot 7; and bounded thence on the east by the eastern boundaries of that lot and the said lot 6 bearing in all 180 degrees 792 feet; on the south by part of the southern boundary of the said lot 6 bearing 270 degrees 100 feet; on the west by a line bearing 360 degrees 792 feet to the northern boundary of the said lot 7; and on the north by part of that boundary bearing 90 degrees 100 feet to the point of commencement,—and said to be in the possession of M. Dicello and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lot A, plan annexed to dealing F. 649,517 and part of lot A, plan annexed to dealing G. 40,092; Commencing at the north-eastern corner of the said lot A, plan annexed to dealing F. 649,517; and bounded thence on the east by the eastern boundaries of that lot and the said lot A, plan annexed to dealing G. 40,092 bearing in all 180 degrees 396 feet; on the south by part of the southern boundary of the said lot A, plan annexed to dealing G. 40,092 bearing 270 degrees 100 feet; on the west by a line bearing 360 degrees 396 feet to the northern boundary of the said lot A, plan annexed to dealing F. 649,517; and on the north by part of that boundary bearing 90 degrees 100 feet to the point of commencement,—and said to be in the possession of G. Garzaniti and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 380 and 381, deposited plan 2,475; Commencing on the northern boundary of the said lot 381 at a point bearing 269 degrees 32 minutes and distant 11 feet 4 inches from the north-eastern corner of that lot; and bounded thence on the north by part of that boundary and part of the northern boundary of the said lot 380 bearing in all 89 degrees 32 minutes 100 feet 4 inches; on the east by a line bearing 181 degrees 26 minutes 10 seconds 958 feet 14 inches to the northern side of Fifteenth-avenue; on the south by that side of that avenue bearing 270 degrees 100 feet 4 inches; and on the west by a line bearing 1 degree 26 minutes 10 seconds 957 feet 41 inches to the point of commencement,—and said to be in the possession of Joseph Horvath and others.

Also, all that piece or parcel of land situate in the Municipality of Camden, parish of Cook and county of Cumberland, being part of lot 222, deposited plan 27,602; Commencing at the northernmost corner of that lot; and bounded thence on the north-east by part of the north-eastern boundary of that lot bearing 41 degrees 58 minutes 41 feet 64 inches; on

the south-east by a line bearing 238 degrees 31 minutes 254 feet 4 inches to the north-eastern side of Catherine Fields road; on the south-west by that side of that road bearing 325 degrees 10 feet 114 inches to the westernmost corner of the said lot 222; and on the north-west by the north-western boundary of that lot bearing 51 degrees 36 minutes 20 seconds 251 feet 94 inches to the point of commencement,—and said to be in the possession of T. Atkinson.

Also, all that piece or parcel of land situate in the Municipality of Camden, parish of Cook and county of Cumberland, being part of lot 214, deposited plan 27,602; Commencing on the south-western side of Deepfields-road at a point bearing 141 degrees 36 minutes and distant 97 feet 14 inches from the northernmost corner of the said lot 214; and bounded thence on the north-east by that side of that road bearing 141 degrees 36 minutes 100 feet 1 inch; on the south-east by a line bearing 233 degrees 57 minutes 30 seconds 249 feet 14 inches to the south-western boundary of the said lot 214; on the south-west by part of that boundary bearing 321 degrees 34 minutes 100 feet 1 inch; and on the north-west by a line bearing 53 degrees 57 minutes 30 seconds 249 feet 2 inches to the point of commencement,—and said to be in the possession of N. Boxenloz and others.

Also, all that piece or parcel of land situate in the Municipality of Camden, parish of Cook and county of Cumberland, being part of lot 38, deposited plan 27,602; Commencing on the north-eastern side of Deepfields-road at the westernmost corner of the said lot 38; and bounded thence on the north-west by part of the north-western boundary of that lot bearing 51 degrees 20 minutes 30 seconds 668 feet 104 inches; on the north-east and south-east by lines bearing respectively 173 degrees 18 minutes 90 feet 94 inches and 233 degrees 57 minutes 30 seconds 621 feet 84 inches to the said north-eastern side of Deepfields-road; and on the south-west by that side of that road bearing 321 degrees 36 minutes 48 feet 71 inches to the point of commencement,—and said to be in the possession of A. Ibrahim and I. Boulros.

Also, all that piece or parcel of land situate in the Municipality of Camden, parish of Cook and county of Cumberland, being part of lot 6, deposited plan 28,381; Commencing at the westernmost corner of the said lot 6; and bounded thence on the north-west by the north-western boundary of that lot bearing 40 degrees 269 feet 104 inches; on the north-east by part of the north-eastern boundary of that lot bearing 130 degrees 60 feet 42 inches; on the south-east by a line bearing 219 degrees 52 minutes 40 seconds 269 feet 104 inches to the south-western boundary of the said lot 6; and on the south-west by part of that boundary bearing 310 degrees 60 feet 114 inches to the point of commencement,—and said to be in the possession of W. Josef.

Also, all that piece or parcel of land situate in the Municipality of Camden, parish of Cook and county of Cumberland, being part of lot 3, deposited plan 28,381; Commencing at the westernmost corner of the said lot 3; and bounded thence on the north-west by the north-western boundary of that lot bearing 40 degrees 270 feet; on the north-east by part of the north-eastern boundary of that lot bearing 150 degrees 58 feet 74 inches; on the south-east by a line bearing 219 degrees 52 minutes 40 seconds 270 feet to the south-western boundary of the said lot 3; and on the south-west by part of that boundary bearing 310 degrees 59 feet 24 inches to the point of commencement,—and said to be in the possession of F. Millina.

Also, all that piece or parcel of land situate in the Municipality of Camden, parish of Cook and county of Cumberland, being part of lot 1, deposited plan 28,381; Commencing at the westernmost corner of the said lot 1; and bounded thence on the north-west by the north-western boundary of that lot bearing 40 degrees 304 feet 4 inches to the south-western side of Anthony-road; on the north-east by that side of that road bearing 152 degrees 12 minutes 20 seconds 80 feet 11 inches; on the south-east by a line bearing 222 degrees 27 minutes 301 feet 64 inches to the south-western boundary of the said lot 1; and on the south-west by part of that boundary bearing 310 degrees 67 feet 74 inches to the point of commencement,—and said to be in the possession of S. Balla.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 2, 3 and 4, deposited plan 201,514; Commencing on the southern side of Thirteenth-avenue at a point bearing 90 degrees and distant 143 feet 24 inches from the north-western corner of the said lot 3; and bounded thence on the north by the said southern side of Thirteenth-avenue bearing 90 degrees 109 feet 7 inches; on the south-east and east by lines bearing respectively 203 degrees 32 minutes 10 seconds 551 feet 34 inches and 180 degrees 484 feet 7 inches to the northern side of Twelfth-avenue; on the south by that side of that avenue bearing 270 degrees 100 feet; and on the west and north-west by lines bearing respectively 360 degrees 505 feet 44 inches and 23 degrees 32 minutes 10 seconds 528 feet 64 inches to the point of commencement,—and said to be in the possession of A. Rullo and others.

Witness

W. H. Stanley

C. J. H. H. H.

SB 20796

Municipality of Fairfield
Shire of

THE ELECTRICITY COMMISSION OF N.S.W.
SYDNEY WEST - NEPEAN
132kV TRANSMISSION LINE
PLAN

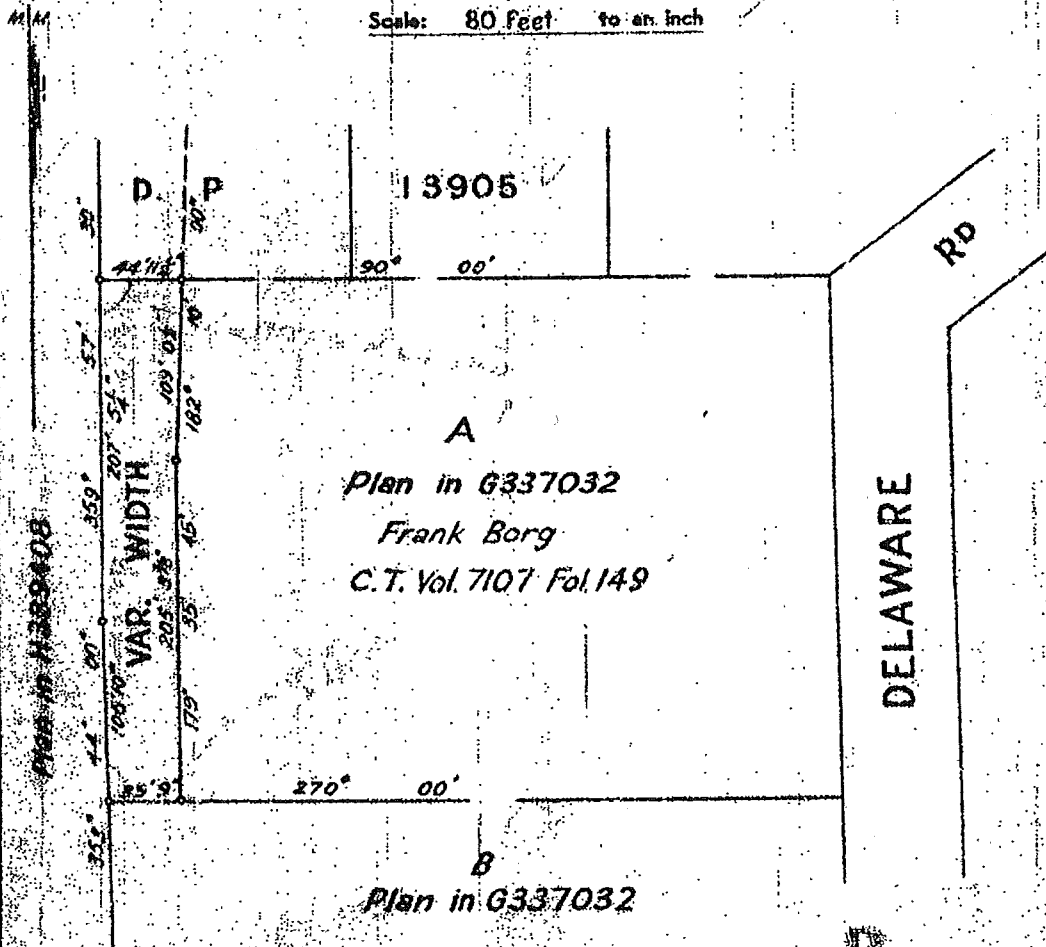
A ○

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Melville

County of Cumberland

Scale: 80 feet to an inch



EASEMENT FOR Trans. Line RESUMED

BY NOTIFICATION IN GAZETTE

OF 23/1/64 NO. 9 VOL. 193

Date 22-7-63

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-48

P. 5274

58 20797

Municipality: City of Liverpool

Shire: rd

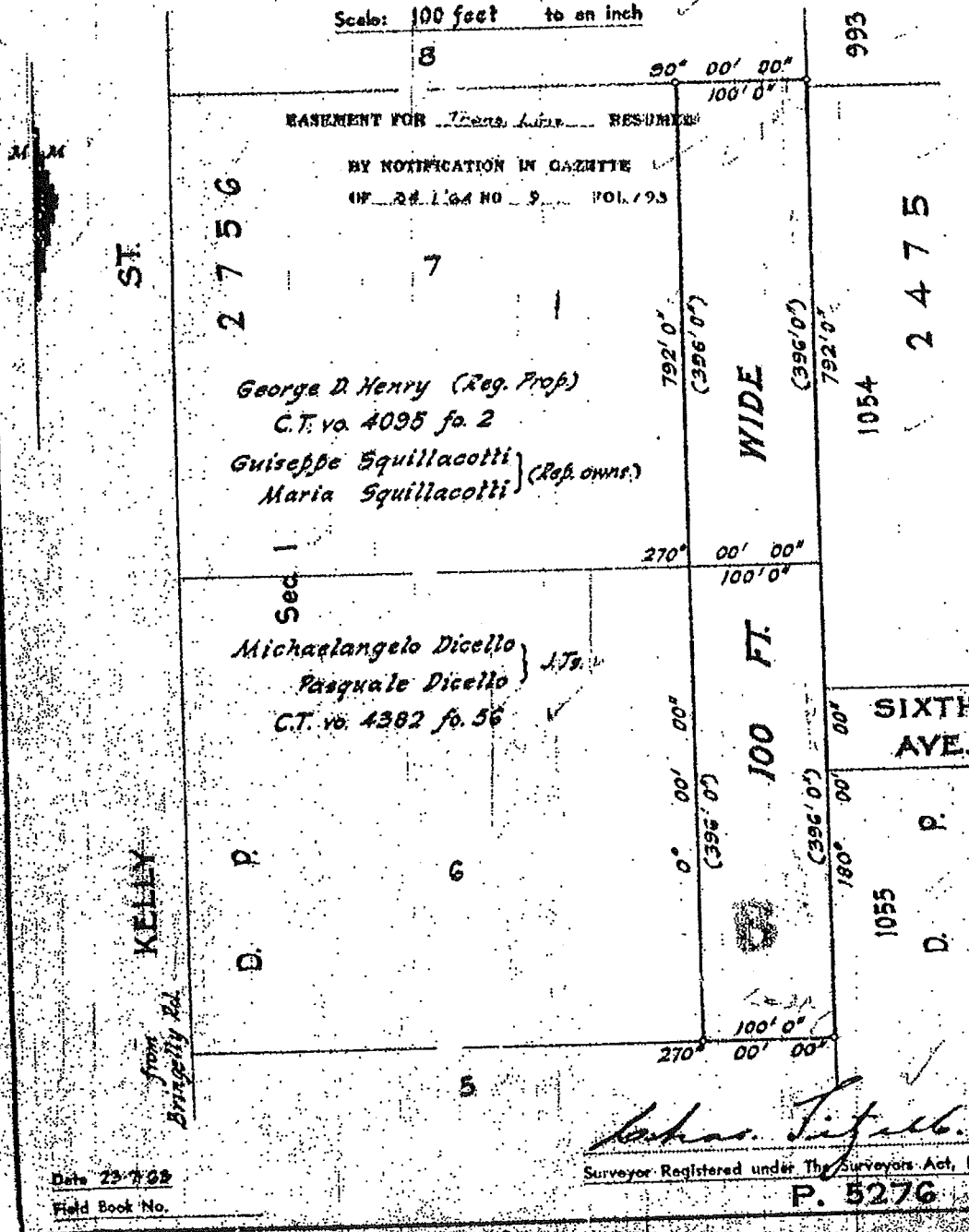
B

THE ELECTRICITY COMMISSION OF N.S.W.
SYDNEY WEST-NEPEAN
132 KV TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Cabramatta County of Cumberland

Scale: 100 feet to an inch



Date 23-7-22

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-46

P. 5276

58 20797

SB. 22798

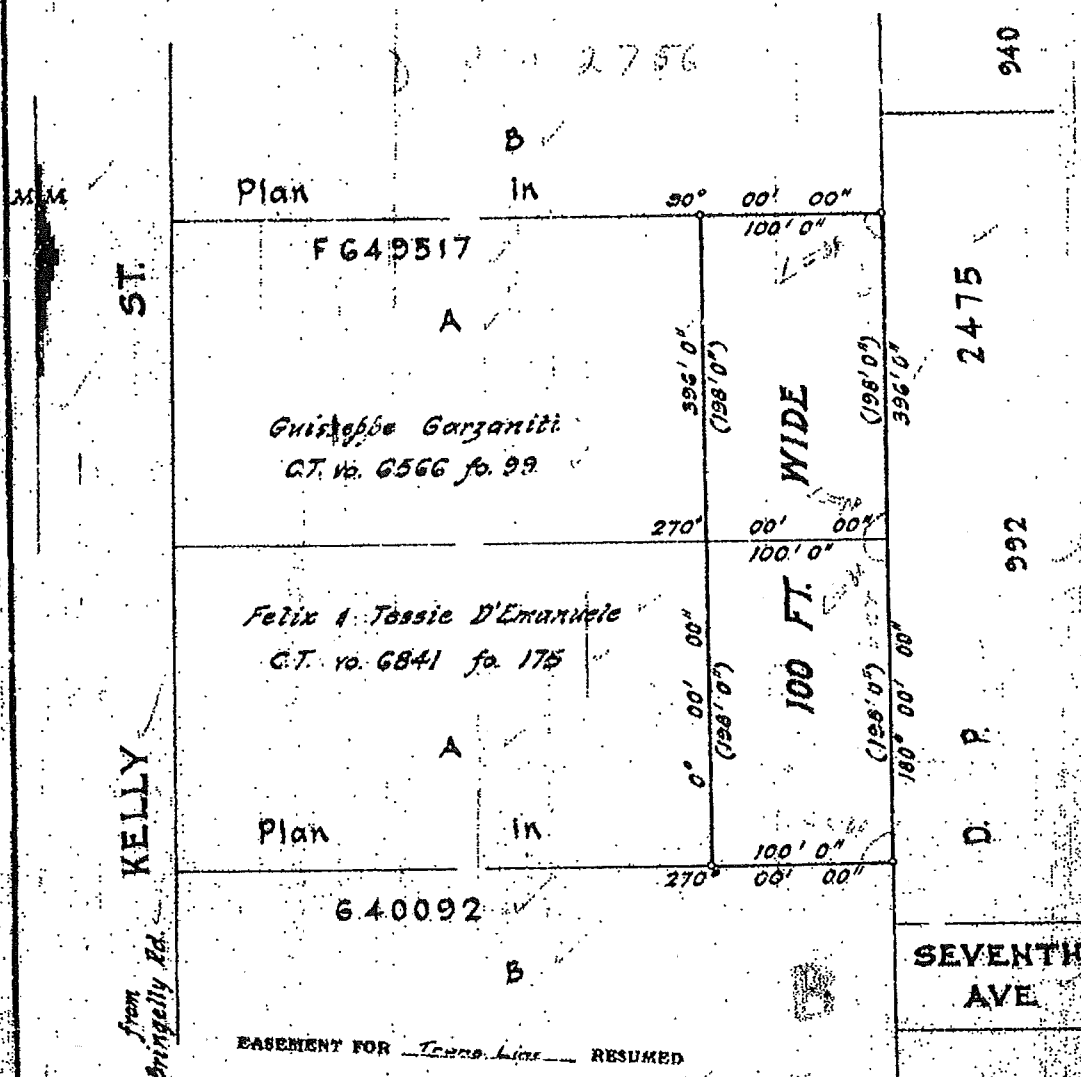
Municipality of City of Liverpool
Shire of

THE ELECTRICITY COMMISSION OF N.S.W.
SYDNEY WEST - NEPEAN
132 KV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Cabramatta County of Cumberland

Scale: 80 feet to an inch



EASEMENT FOR Trans. Line RESUMED

BY NOTIFICATION IN GAZETTE
OF 24/1/64 NO. 2 VOL. 193

Date 23-7-63

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-45

P. 5278

S.B. 20799

Municipality of
 City of Liverpool

D



THE ELECTRICITY COMMISSION OF N.S.W.
SYDNEY WEST - NEPEAN
132KV TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Cabramatta County of Cumberland

Scale: 200 feet to an inch

EASEMENT FOR Trans. Line. RESUMED

BY NOTIFICATION IN GAZETTE
 OF 24.1.64 NO. 9 VOL. 193

D.P. 3403

Total 138' = 6" 32'

M.M.

382

381

380

379

Joseph & Kathleen Horvath (JT)
 C.T. Vol. 8191 Fol. 10

Edwin W.G. & Mavis J. Cheney
 C.T. Vol. 7981 Fol. 6

D.

P.

2475

FIFTEENTH

AVE

B

To Water Sup. ly. Canal

Date: 22.7.63

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-46

P:5279

S.B. 20799

8A 20800

Municipality of Camden
Shire of

E



THE ELECTRICITY COMMISSION OF N.S.W.
SYDNEY WEST-NEPEAN
132 KV TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

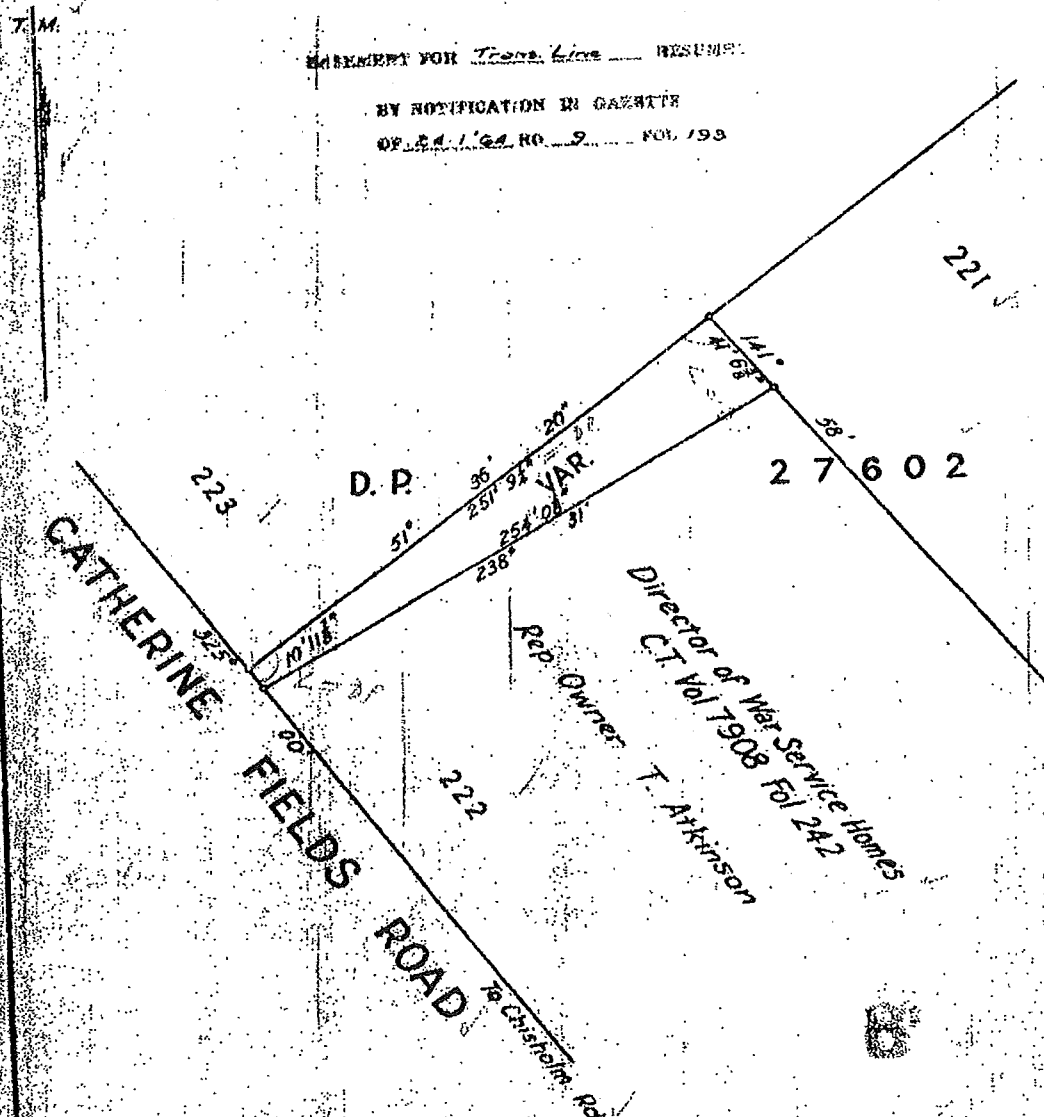
Parish of Cook

County of Cumberland

Scale: 60 Feet to an inch

EASEMENT FOR Trans. Line RESUMED

BY NOTIFICATION IN GAZETTE
OF 24.1.64 NO. 9 VOL 193



Director of War Service Homes
C.T. Vol 7908 Fol 242
Rep. Owner T. Atkinson

Date 22-7-63

Field Book No.

Surveyor Registered under The Surveyors Act, 1929-45

P. 5280

8A 20800

P. 65282

ITY COMMISSION OF N.S.W.

WEST-NEPEAN

SSION LINE

PLAN

OSSED TO BE RESUMED FOR TRANSMISSION LINE

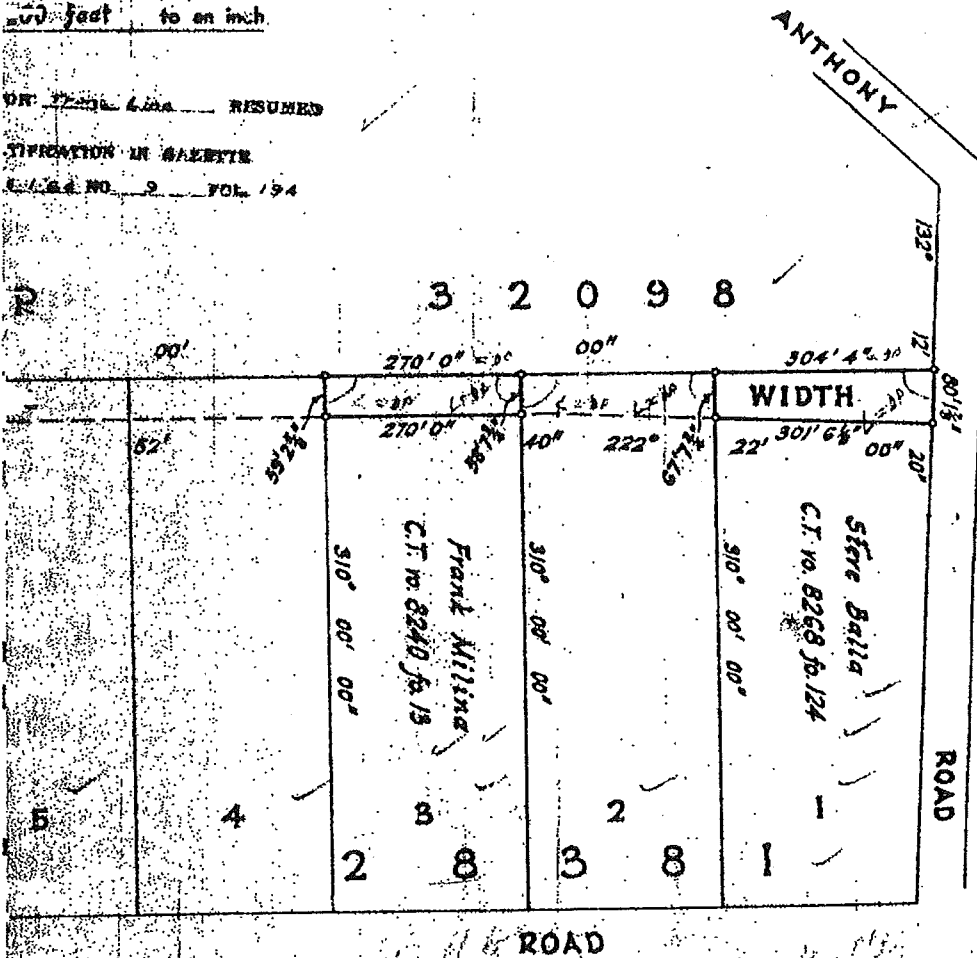
County of Cumberland

50 feet to an inch

ON 17-11-1994 RESUMED

STIPULATION IN GAZETTE

L.S.G. NO. 9 VOL. 194



Surveyor Registered under The Surveyors Act, 1929-46

P. 5283

Municipality of Camden
Electoral

THE ELECT
SYDNEY
 102 KY

SHOWING SITE OF EASEMENT OR

Parish of Cook

Scale

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EASTWOOD

Date 31-7-63

Field Book No.

5320354

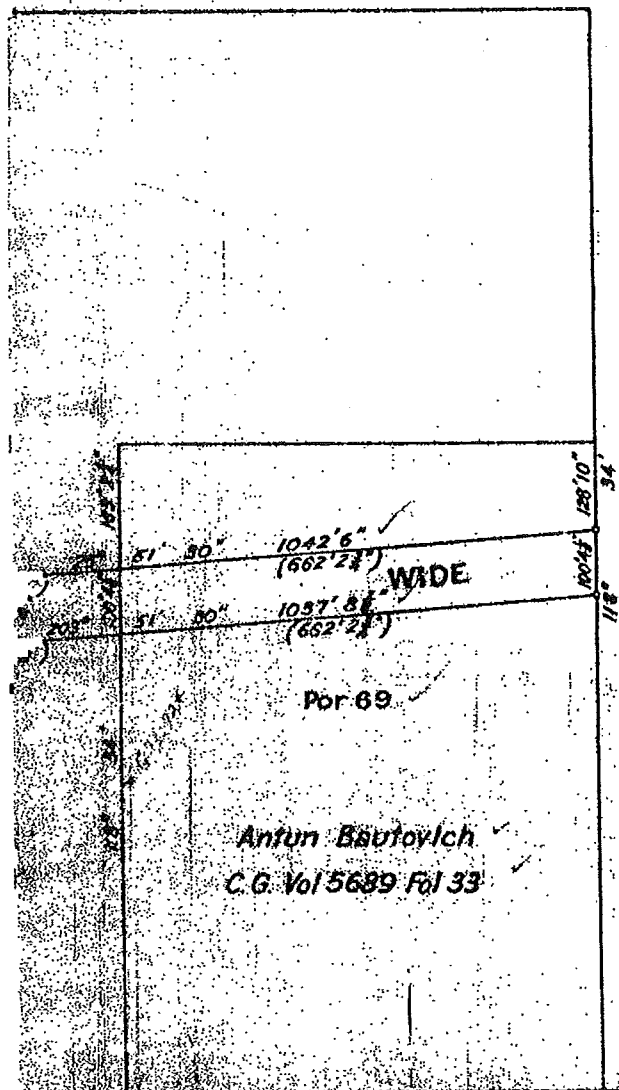
SECRET

MISSION OF N.S.W.
T-NEPEAN
MISSION LINE

BE RESUMED FOR TRANSMISSION LINE

County of Cumberland

to an inch



WIDE

ROAD

Surveyor Registered under The Surveyors Act, 1929-40

P. 5287

Municipality of Camden
Shire of

THE ELECTRICITY OF
SYDNEY WEA
132 kV

SHOWING SITE OF BASEMENT PROPOSED

Parish of Cook

Scale: 200 ft

ROAD Ms.2975sr 33' WIDE

Lot A ✓
G732724

Por 70 ✓

EASEMENT FOR *Trans. Line* RESUMED

BY NOTIFICATION IN GAZETTE
OF 24.1.64 NO 9 FOL 194

Antun Bautovich ✓
C.T. Vol.7418 Fol.202

EASTWOOD

66 FEET

Date 5-8-63

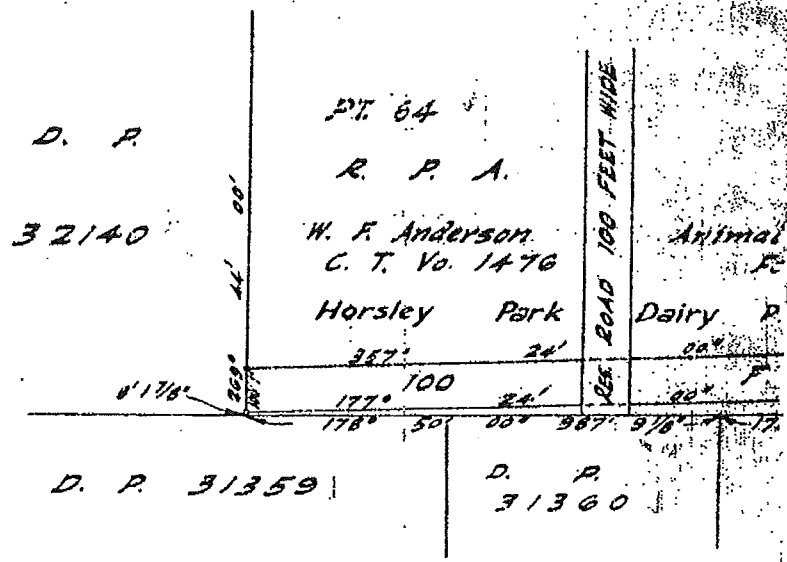
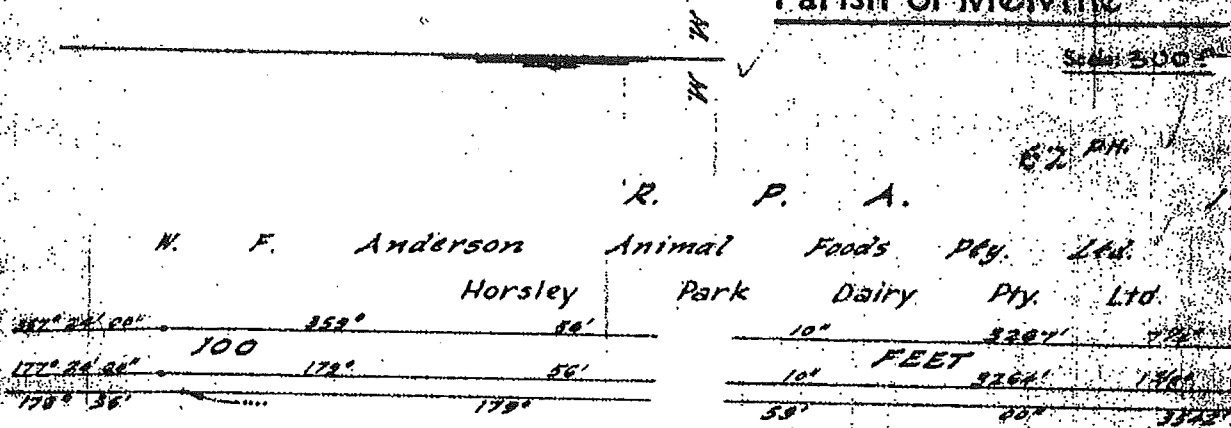
Field Book No.

City of Penrith

THE ELECTRICITY CO.
SYDNEY
 132 kV. TRANS.

SHOWING SITE OF EASEMENT PROPOSED

Parish of Melville



EASEMENT FOR Trans. Line. RESUMED

BY NOTIFICATION IN GAZETTE
 OF 24.11.64 NO. 9 VOL. 194

Date: 7.8.63.

Field Book No.



MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

REC'D - 8 NOV 1927 12:4 PM



B584414H

must not be disclosed in
transfer)

I,

N.S.W. REALTY CO. LIMITED

(herein called transferor)

less estate, strike out " in
the, and interline the
red alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder in
consideration of

EIGHTY FIVE POUNDS

(£ 85/-) (the receipt whereof is hereby acknowledged) paid to it by

EMILY HARRY wife of

Labourer.

Walter Roger Harry

of Yanco,

B584414

(herein called transferee)

two or more, state
ther as joint tenants or
nts in common.

do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Cahramatta	Part being Lot Nine (9) Section one (1) Rossmore Estate as shown on D.P. 2756	2843	40 46

And the transferee covenants with the transferor

AND the Transferee hereby for herself her executors, administrators and assigns and
so as to bind, not only herself her executors, administrators and assigns but also the said
piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants
thereof COVENANT with the said Company and its assigns
that the Transferee, her executors, administrators or assigns shall not erect or permit to be
erected on the said land any main building of less value than

If the references cannot
conveniently inserted, a
1 of annexure (obtainable
T.O.) may be added.
annexure must be signed
the parties and their sig-
ares witnessed.
se references will suffice
whole land in the grant or
ificate be transferred.
art only add " and being
sec. D.P. " or
sing the land shown in
plan annexed hereto, " or
sing the residue of the
l in certificate (or grant)
stered Vol. Fol.
ere the consent of the
l council is required to
rdivision the certificate
plan mentioned in
L.G. Act, 1919, should
ompany the transfer.

like out if unnecessary.
enants should comply
a Section 89 of the
veyancing Act, 1919.
e also should be set forth
right-of-way or easement
reception.
provision in addition to
odification of the
nants implied by the
may also be inserted.

very short note will suffice.

And that on the erection of any such building, the said land shall be fenced, AND that no advertisement
hoarding shall be erected on the said land.
AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND
DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 2756 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants, or any of them, may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES &c REFERRED TO.

Signed at Yanco the 18th day of October 1927
THE COMMON SEAL OF N.S.W. REALTY
Signed in my presence by the transferor
CO. LIMITED was hereto affixed
by EDWARD ANTHONY LIVI the Man-
who is personally known to me
ger this 25th day of October
1927 In the presence of:

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

N.B. Bishop

Accepted, and I hereby certify this Transfer to be correct
for the purposes of the Real Property Act.

Emily Harry
Transferee.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2
signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a
penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being
verified by signature or initials in the margin, or noticed in the attestation.

Solicitors
84 Pitt Street, Syd

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No.
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 192 } Mortgagee.
Signed in my presence by }
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 192
Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.*

Appeared before me at the day of one thousand nine
hundred and twenty the attesting witness to this instrument,
and declared that he personally knew the person
signing the same, and whose signature thereto he has attested; and that the name purporting to be such
signature of the said is own handwriting, and
that he was of sound mind and freely and voluntarily signed the same.

BY
CHECKED BY

1 This form is not appropriate in a delegation under Trustees Delegation Powers Act, 1917 the Execution of (War Facilities) 1917.

j Strike out unnecessary words. Add any matter necessary show that the power is effective.

k May be made by either Registrar General, Deputy Registrar-General, Notary Public, Commissioner for Affidavits. Not required if instrument itself made or acknowledged before one of the parties.

MEMORANDUM OF TRANSFER of

10 Acres roads perches
Lot 9 Sec 1 68 2756
(subject to covenants)
Shire of Murrumbidgee
Municipality of Murrumbidgee
Parish of Cabramatta County

Emily Hanby Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol 843 Fol 40

the 18 day of November 1927
at 12 o'clock in the noon

Ed Clayton
Edling Registrar



PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	<u>ES</u>	<u>9/11</u>
Received from Records	<u>ES</u>	<u>10/11</u>
Draft written	<u>ES</u>	<u>14/11</u>
Draft examined	<u>ES</u>	<u>15/11</u>
Diagram prepared	<u>ES</u>	<u>15/11</u>
Diagram examined	<u>ES</u>	<u>15/11</u>
Draft forwarded	<u>ES</u>	<u>15/11</u>
Sup. of Engrossers	<u>ES</u>	<u>22 NOV 1927</u>
Cancellation Clerk	<u>ES</u>	<u>22 NOV 1927</u>
VOL. <u>4081</u>	FOL. <u>138</u>	
Diagram Fees		
Additional Folios		

If parties be resident without the State, but in any other part of the British Dominions the instrument must be signed or acknowledged before the Registrar-General or Recorder of Title of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.


The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

6589069
CHECK SLIP

Req:R798591 /Doc:DP 1233827 P /Rev:30-Nov-2017 /NSW LRS /Pgs:ALL /Prt:16-Mar-2020 11:45 /Seq:1 of 3
 © Office of the Registrar-General /Src:INFOTRACK /Ref:294282

SURVEYOR Name: ANDREW RICHARD THOMAS Date: 17 JULY 2017 Reference: 017-16-EASE		PLAN OF EASEMENT WITHIN LOT A D.P. 386802		LGA: LIVERPOOL Locality: AUSTRAL Reduction Ratio: 1: 1000 Lengths are in metres		Registered  30.11.2017		DP1233827	
---	--	--	--	--	--	--	--	-----------	--

PLAN FORM 1 (A3)
 WARNING: CREAMING OR FOLDING WILL LEAD TO REFLECTION
 LXML ePlan Sheet 1 of 1 sheet(s)

KELLY STREET (20.115WIDE)

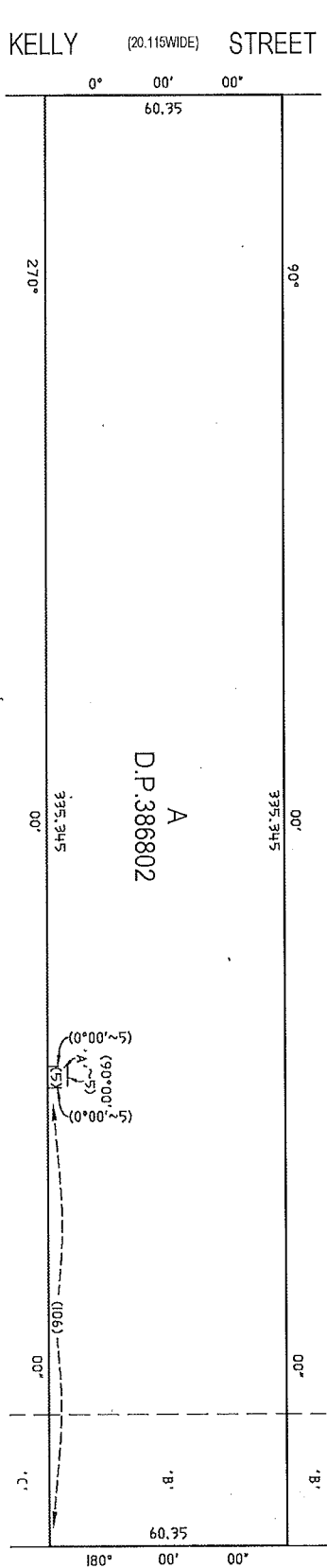



Diagram details:
 - Kelly Street width: 20.115m
 - Easement A: D.P. 386802, 375.345m, 00°
 - Easement B: D.P. 386802, 375.345m, 00°
 - Easement C: D.P. 386802, 375.345m, 00°
 - Bearings: 0°, 90°, 270°, 180°
 - Dimensions: 60.35, 375.345, 106.5, 60.35

'A' - EASEMENT TO DRAIN WATER 5 WIDE
 'B' - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE J892294
 'C' - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE J91487

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p>Registered:  30.11.2017</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1233827</p>	
<p>PLAN OF EASEMENT WITHIN LOT A D.P.386802</p>	<p>LGA: LIVERPOOL</p> <p>Locality: AUSTRAL</p> <p>Parish: CABRAMATTA</p> <p>County: CUMBERLAND</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:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>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 2012, is accurate and the survey was completed on</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <i>Andrew R. Thomas</i> Dated: 17/7/2017</p> <p>Surveyor ID: 247</p> <p>Datum Line:</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>*Strike through if inapplicable.</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>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</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. D.P.378927 D.P.386802 D.P.571579</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		<p>Surveyor's Reference: 017-16-EASE</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  30.11.2017

DP1233827

PLAN OF
EASEMENT WITHIN LOT A D.P.386802

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

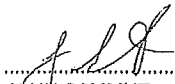
Subdivision Certificate number:

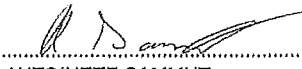
Date of Endorsement:

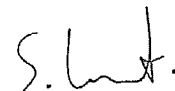
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED
AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO

CREATE:-

1. EASEMENT TO DRAIN WATER 5 WIDE


JOHN SAMMUT


ANTOINETE SAMMUT


STEPHEN MONTE
AUTHORISED PERSON
LIVERPOOL CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 017-16-EASE

ePlan

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 3 Sheets

Plan: **DP1233827**

Plan of Easement within Lot A
D.P. 386802

Full Name and address of Proprietor of land:	John SAMMUT Antoinette SAMMUT 38 KELLY STREET 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.	Easement to Drain Water 5 Wide	A/386802	LIVERPOOL CITY COUNCIL

Part 2

Name of Authority empowered to release vary or modify easement numbered 1 in the plan is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL


General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 3 Sheets

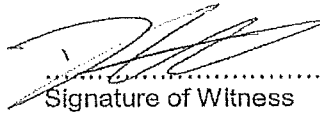
Plan: **DP1233827**

Plan of Easement within Lot A
D.P. 386802

Part 2 (cont)

SIGNED in my presence by)
John SAMMUT)
who is personally known to me)

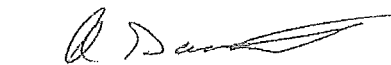

JOHN SAMMUT



Signature of Witness

DEAN CLAUGHTON
Name of Witness (BLOCK LETTERS)

11/100 George St, Parramatta
Address of Witness

SIGNED in my presence by)
Antoinette SAMMUT)
who is personally known to me)


ANTOINETTE SAMMUT


Signature of Witness

DEAN CLAUGHTON
Name of Witness (BLOCK LETTERS)

11/100 George St, Parramatta
Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 3 of 3 Sheets

Plan: **DP1233827**

Plan of Easement within Lot A
D.P. 386802

Part 2 (cont)

Liverpool City Council by its authorised delegate pursuant to s.337 of Local Government
Act 1993 No 30

STEPHEN MONTE
(name of delegate)

S. Monte

Signature of Delegate

STEPHEN MONTE

Name of Delegate (print)

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

[Signature]

Signature of Witness

SHAHAD AL UMURANI

Name of Witness (print)

33 MOORE ST. LIVERPOOL

Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL

S. Monte


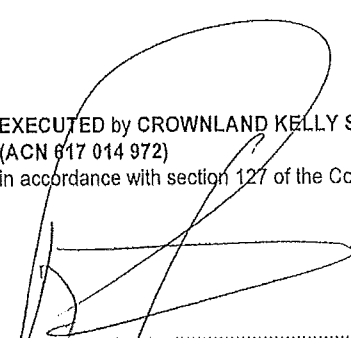
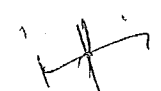
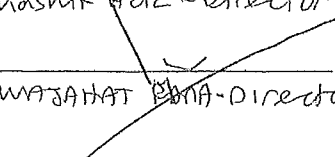
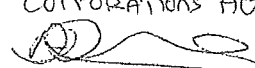
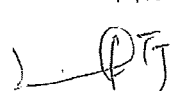
General Manager / Authorised Officer

REGISTERED



30.11.2017

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  29.10.2018	DP1245089	
PLAN OF REDEFINITION OF LOT 111 DP591857, LOTS A & B DP378927 & LOT A DP386802 & EASEMENT & RESTRICTION WITHIN LOT 1 DP598602		<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.
Subdivision Certificate number: Date of Endorsement:		
<p>EXECUTED by CROWNLAND KELLY STREET PTY LTD (ACN 617 014 972) in accordance with section 127 of the Corporations Act:</p> <p> Signature of Sole Director / secretary</p> <p><u>ANDREW WIESENER</u> Name of Sole Director / secretary (please print)</p> <p>Executed by Austral Developers Pty Ltd ACN 614 196 593 in accordance with s127 of the Corporations Act 2001</p> <p> Hashim Aziz - Director</p> <p> Wajidhat Khan - Director</p> <p>Executed by CENTAUR PROPERTY HOLDINGS PTY LTD ACN 165 705 662 in accordance with s127 of the CORPORATIONS ACT 2001</p> <p> Name: JOSHUA ROWE DIRECTOR</p> <p> Name: Weisi Liu secretary</p> <p>If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 001-17-EASE</p>		

CAD REF: Z:\001-17-EASE\PLANS\001-17-EASE\001-17-EASE - A.K.P. - AT

ANNEXURE F

**Section 149 Certificate
from Liverpool Council**

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

Ref.: 294282:90408
Ppty: 14139

Cert. No.: 4573

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4538868
Receipt Amt.: 133.00
Date: 16-Mar-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 101 DP 1245089

Street Address: 32 KELLY STREET, 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 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP Koala Habitat Protection
SEPP (Exempt and Complying Development Codes) 2008
SEPP No 64 – Advertising and Signage
SEPP (Affordable Rental Housing) 2009
SEPP (Sydney Region Growth Centres) 2006
SEPP (Housing for Seniors or People with a Disability) 2004

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)

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

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

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

Home-based child care; Home occupations

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



development consent

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

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

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

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

No

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

No

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

No

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

No

3. Complying development

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

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

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

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

Nil

4. Coastal protection*



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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

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

No

5. Mine subsidence*

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

No

6. Road widening and road realignment

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

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

No

(b) An EPI?

No



(c) A resolution of the council?

No

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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-4 of Schedule 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

On-Site Sewerage Management System/s

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

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

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

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

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

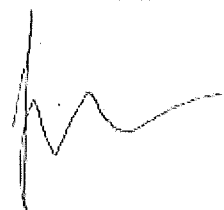
For more information on the Western Sydney Long Term Strategic Corridors, visit:
<https://www.transport.nsw.gov.au/corridors>

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.: 294282:90409
Ppty: 14140

Cert. No.: 4574

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4538869
Receipt Amt.: 133.00
Date: 16-Mar-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 102 DP 1245089

Street Address: 34 KELLY STREET, 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 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP Koala Habitat Protection
SEPP (Exempt and Complying Development Codes) 2008
SEPP No 64 – Advertising and Signage
SEPP (Affordable Rental Housing) 2009
SEPP (Sydney Region Growth Centres) 2006
SEPP (Housing for Seniors or People with a Disability) 2004

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)

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

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

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

Home-based child care; Home occupations

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

development consent

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

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

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

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

SP2 Infrastructure (Local Road) - 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

Roads

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

The purpose shown on the Land Zoning Map, including any development that is ordinarily
incidental or ancillary to development for that purpose

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

Any other 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	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Commercial and Industrial (New Buildings and Additions) Code	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))
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?

Yes

(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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-4 of Schedule 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?

Yes

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

On-Site Sewerage Management System/s

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

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

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

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

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>

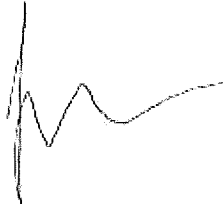
9. Fifteenth Avenue Smart Transit Project

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.: 294282:90410
Ppty: 14141

Cert. No.: 4575

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4538871
Receipt Amt.: 133.00
Date: 16-Mar-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 103 DP 1245089

Street Address: 36 KELLY STREET, 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 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP Koala Habitat Protection
SEPP (Exempt and Complying Development Codes) 2008
SEPP No 64 – Advertising and Signage
SEPP (Affordable Rental Housing) 2009
SEPP (Sydney Region Growth Centres) 2006
SEPP (Housing for Seniors or People with a Disability) 2004

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)

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

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

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

Home-based child care; Home occupations

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



development consent

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

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

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

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

SP2 Infrastructure (Local Road) - 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

Roads

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

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

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

Any other 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	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Commercial and Industrial (New Buildings and Additions) Code	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))
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?

Yes

(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



Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-4 of Schedule 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?

Yes

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

On-Site Sewerage Management System/s

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

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

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

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

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

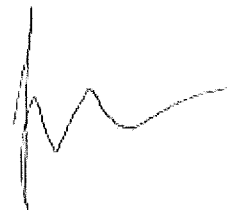
For more information on the Western Sydney Long Term Strategic Corridors, visit:
<https://www.transport.nsw.gov.au/corridors>

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.: 294282:90413

Cert. No.: 4577

Ppty: 14142

Applicant:

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4538874

Receipt Amt.: 133.00

Date: 16-Mar-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 104 DP 1245089

Street Address: 38 KELLY STREET, 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 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP Koala Habitat Protection
SEPP (Exempt and Complying Development Codes) 2008
SEPP No 64 – Advertising and Signage
SEPP (Affordable Rental Housing) 2009
SEPP (Sydney Region Growth Centres) 2006
SEPP (Housing for Seniors or People with a Disability) 2004

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)

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

SP2 Infrastructure (Local Road) - 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

Roads

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

development consent

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development **for that purpose**

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

Any other 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	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))
Commercial and Industrial (New Buildings and Additions) Code	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))
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?

Yes

- (c) A resolution of the council?

No

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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-4 of Schedule 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?

Yes

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

On-Site Sewerage Management System/s

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

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

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

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

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

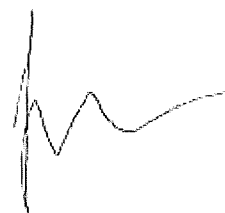
For more information on the Western Sydney Long Term Strategic Corridors, visit:
<https://www.transport.nsw.gov.au/corridors>

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

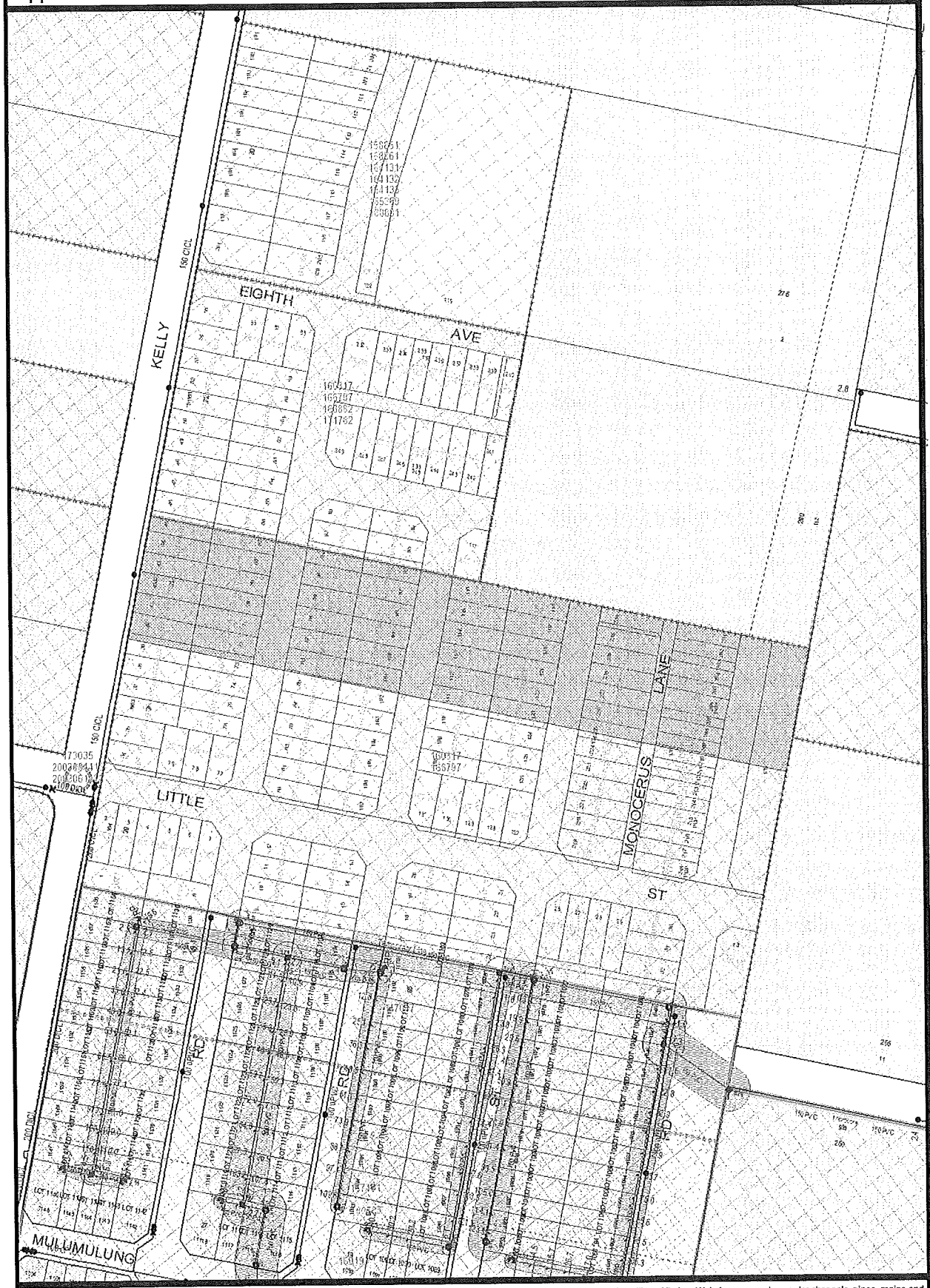


ANNEXURE G

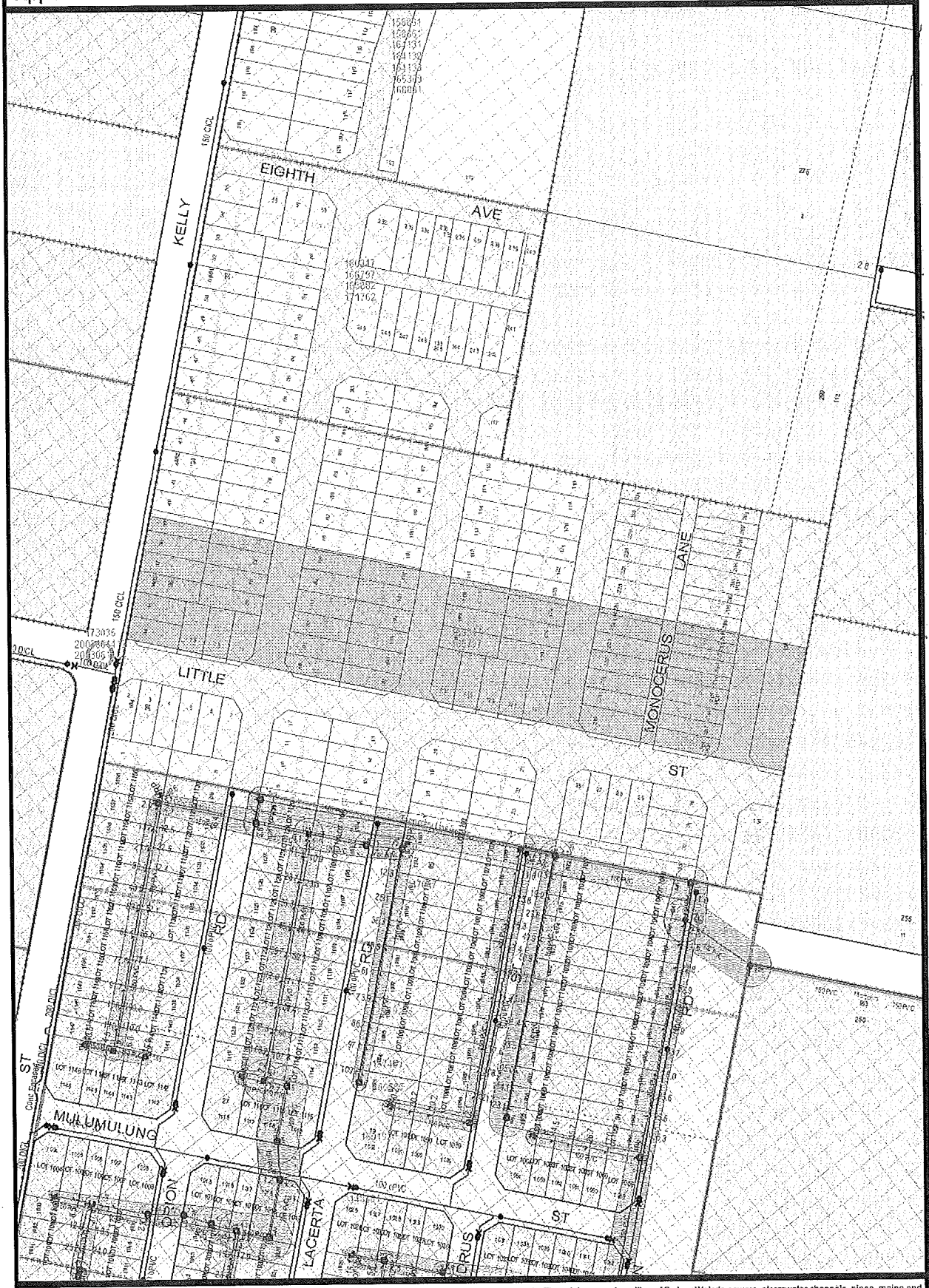
Sewer Information



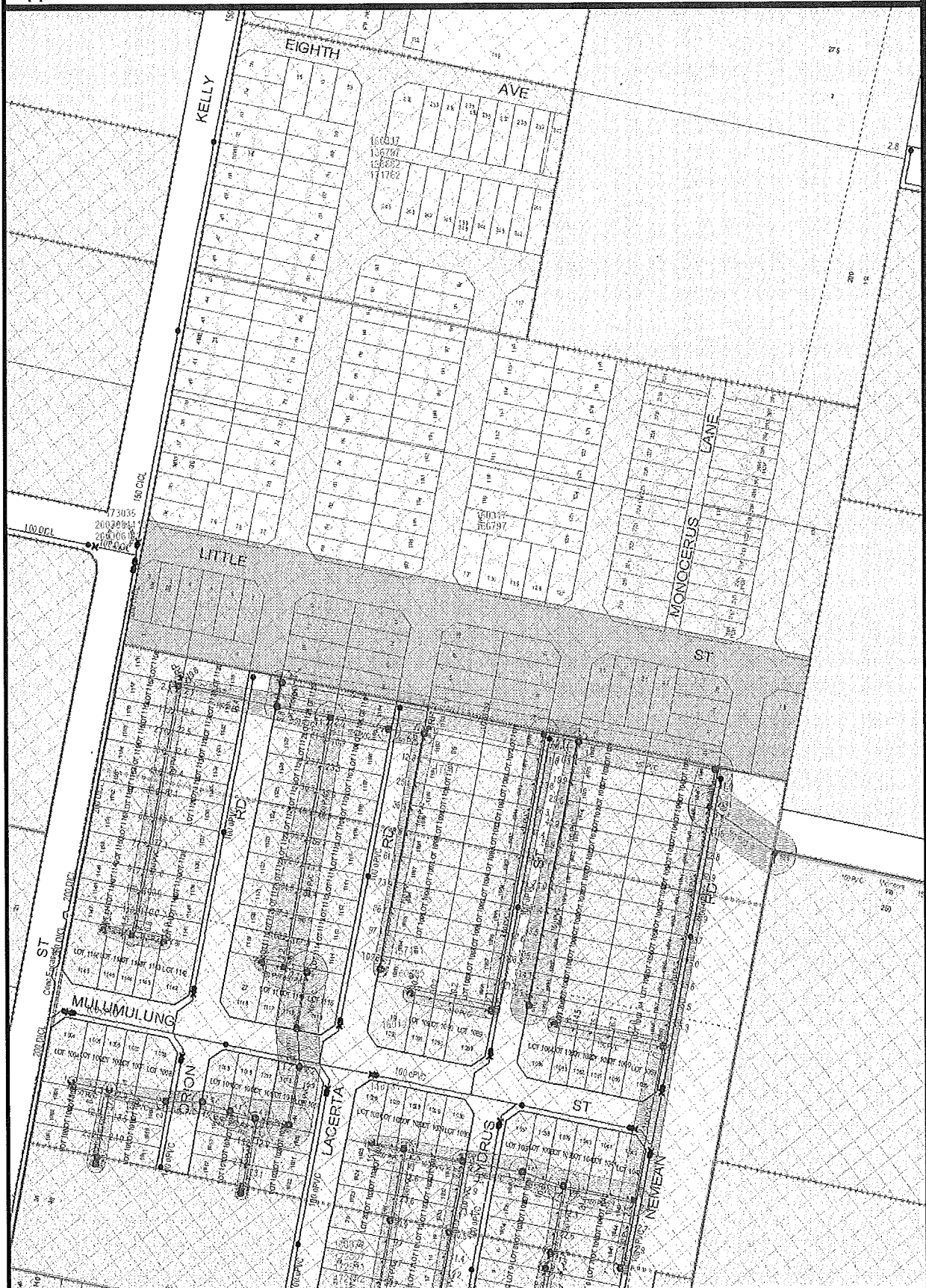
NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's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



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.



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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: 10399188
Your Ref: 294282

19 March 2020

**Property details: 32 Kelly St AUSTRAL NSW 2179
LOT 101 DP 1245089**

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

Application: 10399190
Your Ref: 294282

19 March 2020

**Property details: 34 Kelly St AUSTRAL NSW 2179
LOT 102 DP 1245089**

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

MUNICIPALITY OF LIVERPOOLSUBURB OF ROSSMORECopy of
Diagram No.823404

INDICATES - DRAINAGE FITTINGS		
<input checked="" type="checkbox"/> Chr.	Manhole	<input checked="" type="checkbox"/> P P. Trap
<input checked="" type="checkbox"/> L.H.	Chamber	<input checked="" type="checkbox"/> R Reflux Valve
<input checked="" type="checkbox"/> Boundary Trap	Lamphole	<input checked="" type="checkbox"/> Cleaning Eye
<input checked="" type="checkbox"/> Inspection Shaft	Boundary Trap	<input checked="" type="checkbox"/> Vert. Vertical Pipe
<input checked="" type="checkbox"/> Pit	Pit	<input checked="" type="checkbox"/> IP Induct Pipe
<input checked="" type="checkbox"/> G Grease Interceptor	Gully	<input checked="" type="checkbox"/> MF Mica Flap
		<input checked="" type="checkbox"/> Jn. Junction
		<input checked="" type="checkbox"/> RP Rodding Point

SYMBOLS AND ABBREVIATIONS



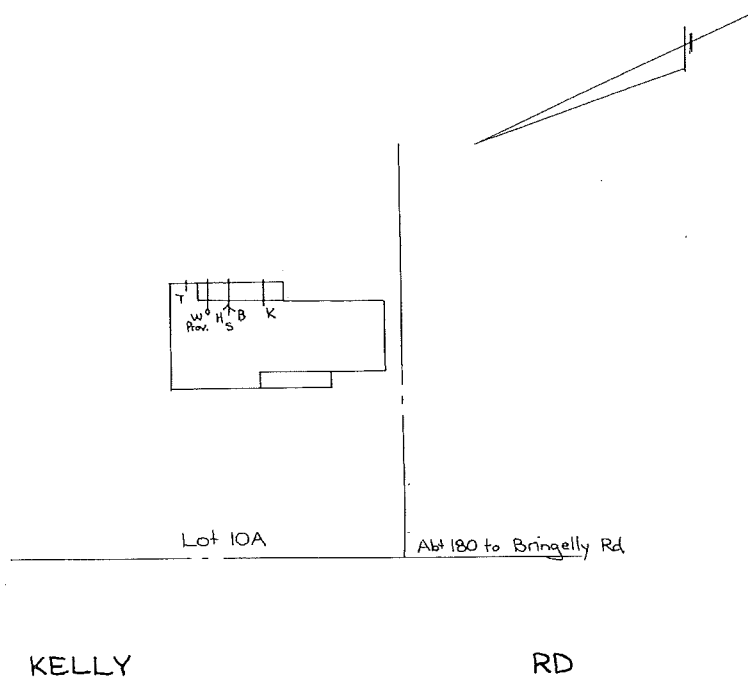
INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clear Out	Bid	Bidet
O V	Vent Pipe	S	Shower
T	Tuba	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
INDICATES - PLUMBING ON MORE THAN ONE LEVEL			
O SV	Soil Vent Pipe	O WS	Waste Stack

NO SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices, (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensees is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).



Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected	YES	NO
Ur.s	Inspector		Inspector		
	Cert. Of Compliance No.	Outfall	Cert. Of Compliance No.		
Sewer Ref.	Field Diagram Examined by	Drainer			
Sheet No.		Plumber			
T.1270	Tracing Checked by	Boundary Trap is not required	For Regional Manager		

Connection Date:

Form 77/844 (A4, No. 1) (April '87) S217 (44) Water Board Printing 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: 10399211
Your Ref: 294282

19 March 2020

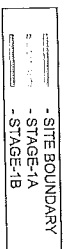
**Property details: 38 Kelly St AUSTRAL NSW 2179
LOT 104 DP 1245089**

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



**LIVERPOOL
CITY
COUNCIL**

Endorsed document
in relation to:

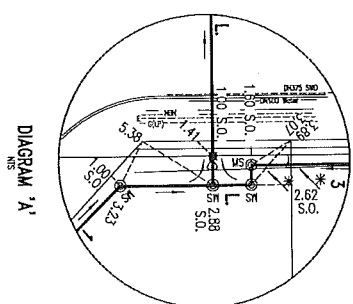
DA-4402371/5

In accordance with the
Environmental Planning
and Assessment Act
1979

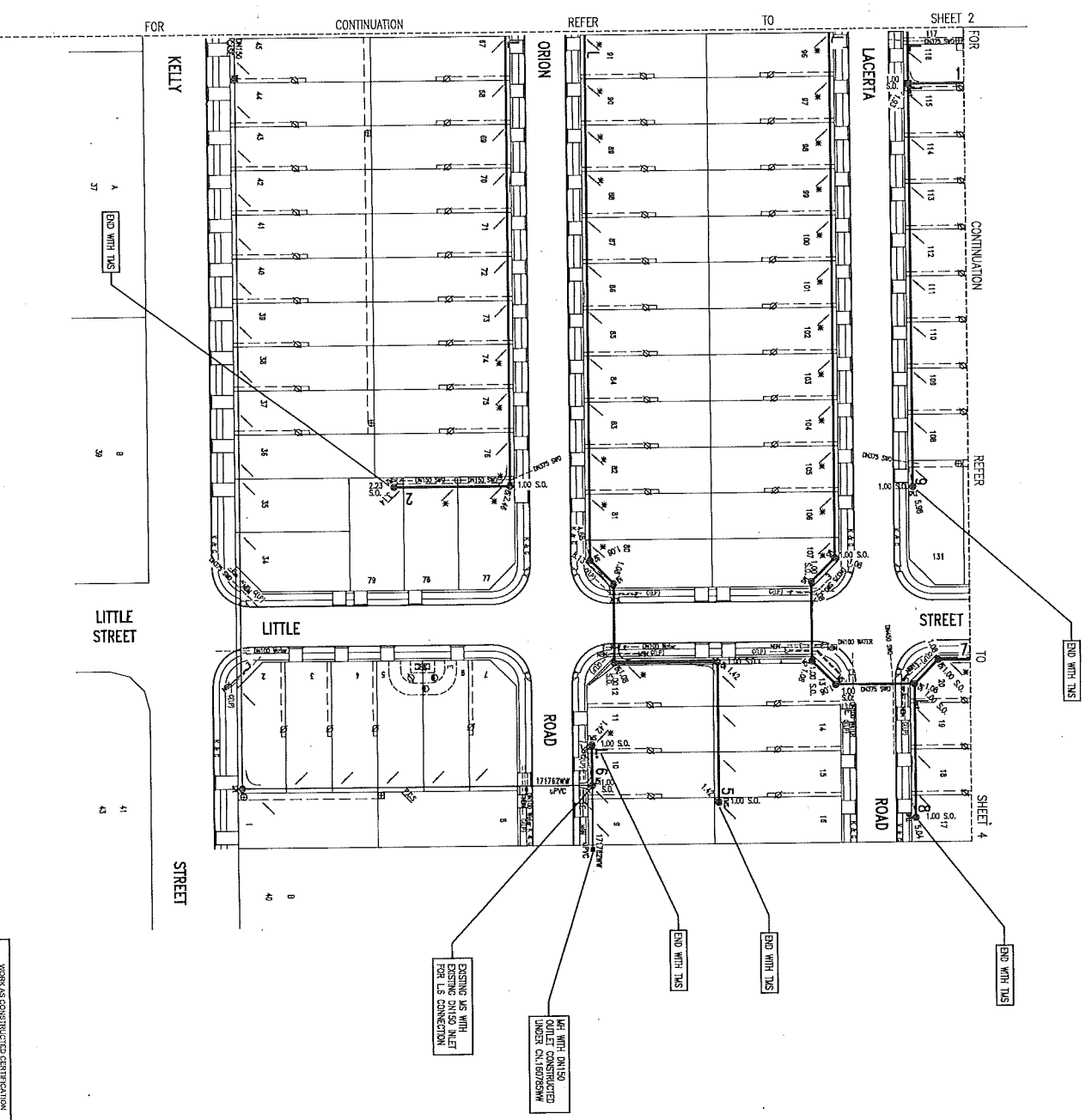
STAGE 1

(SEE SHEET 3 FOR DETAILS)

Our Ref.	001-17
Doc File Ref. (incl. - Secret Ref.	001-17G L01 (13) - SHEET 1 OF 3

Received: 17 May 2016

WORK AS INSTRICTED CERTIFICATION		Shubert WALZER STONY WATER CORPORATION
DEVELOPER W.E.C. CONSTRUCTION CONSULTANT W.E.C. INSPECTION	CASE NO. 168197MM SHT. 2 OF 13 SHEETS STONY WATER CORPORATION FOR DETAILS OF SERVICES SEE SHEET 1	



2	STREET WATER REVIEW ISSUE	BR	17/12/18
1	PRELIMINARY SITE FOR REVIEW	BR	22/09/18
1	ARCHITECT DESCRIPTION	BY	DATE

PLAT LOCATION: Sydney Wharves 3001A

DISPOSER: A.A.

DAVID: S.A.

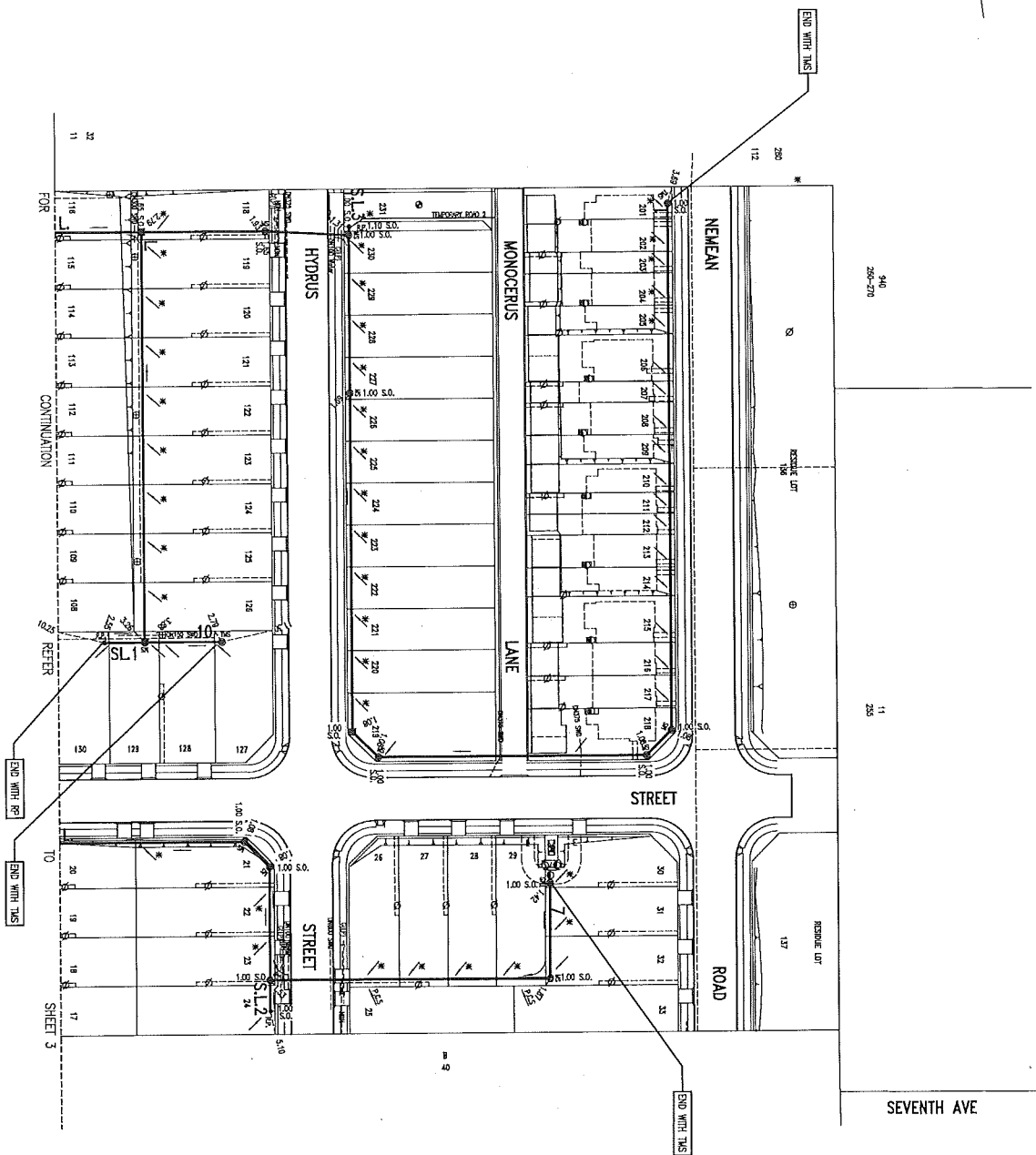
VERDER: A.A.

RENDER: A.A.

APPROVER: A.A.

ESSED: 17/12/18

WORK AS CONSTRUCTED CERTIFICATION	
DEVELOPER	SYDNEY WATER CORPORATION
CONTRACTOR	WATER
DATE	DATE NO. 166797WV SHF 3 OF 13 SHEETS
FOR DETAILS OF SERVICES SEE SHEET 1	



No.	AMENDMENT DESCRIPTION	BY	DATE
2	STONEY WATER RENEWAL ISSUE	BR	17/12/18
1	PREGMINARY ISSUE FOR REVIEW	BR	23/08/18

FILE LOCATION: P:\Sydney\Projects\380614\

DESIGNER: A.A.

DRAFTED: BLM

VERIFIED: AA

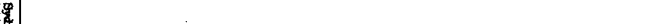
REVIEWED: 2/2008

APPROVED: AA

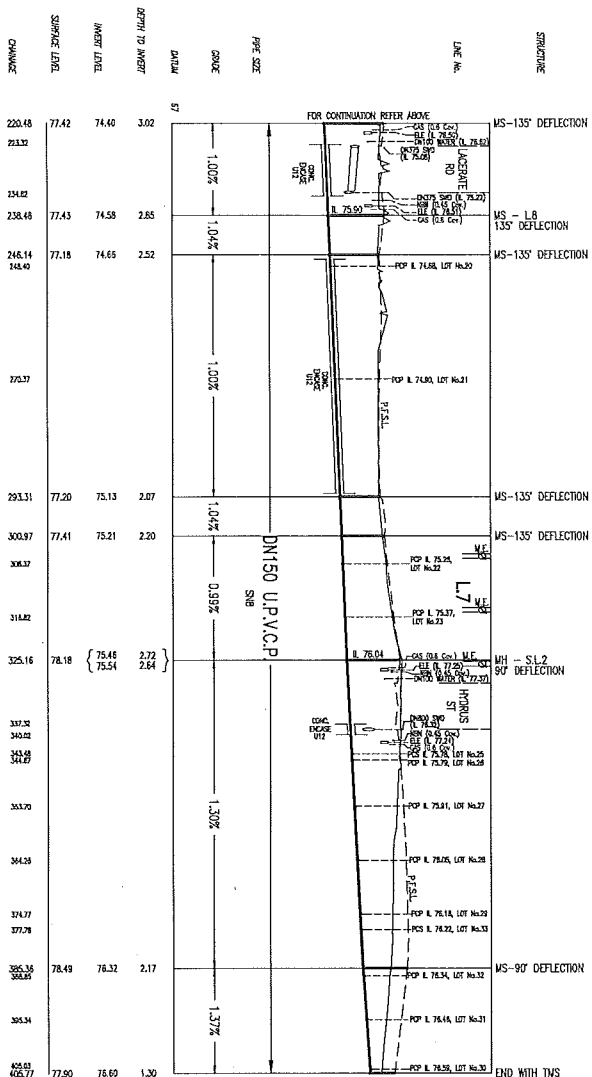
ISSUED: 11/12/18

WORK AS CONSTRUCTED CERTIFICATION		Shedding WATER STONYK WATER CORPORATION	
SCHEDULE DATE CONTRACTOR CONTACTED DATE REFINISHED	STONYK WATER CORPORATION 16507 HWY 101, BOX 100 WILSON, BC V9A 1S1 TEL: 250-336-2222 FAX: 250-336-2222 E-MAIL: STONYK@STONYK.COM WWW.STONYK.COM		
REVISION: 1. THE WORKS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY THE WORK ORDER/CORRECTIVE WORK ORDER		Class No. 16507(WV) SHT 4 OF 13 SHTS. FOR DETAILS OF SERVICES SEE SHEET 1	

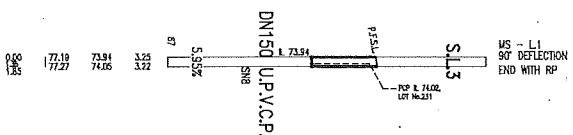
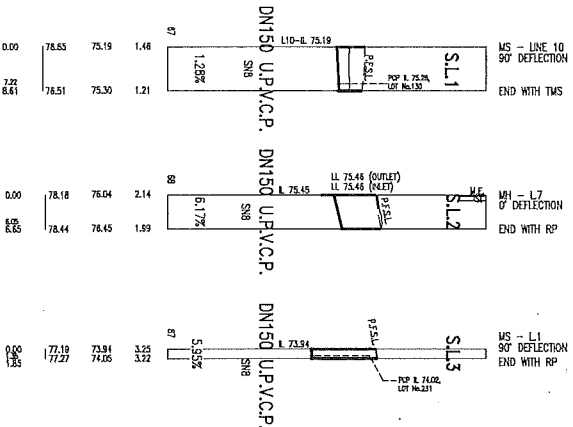
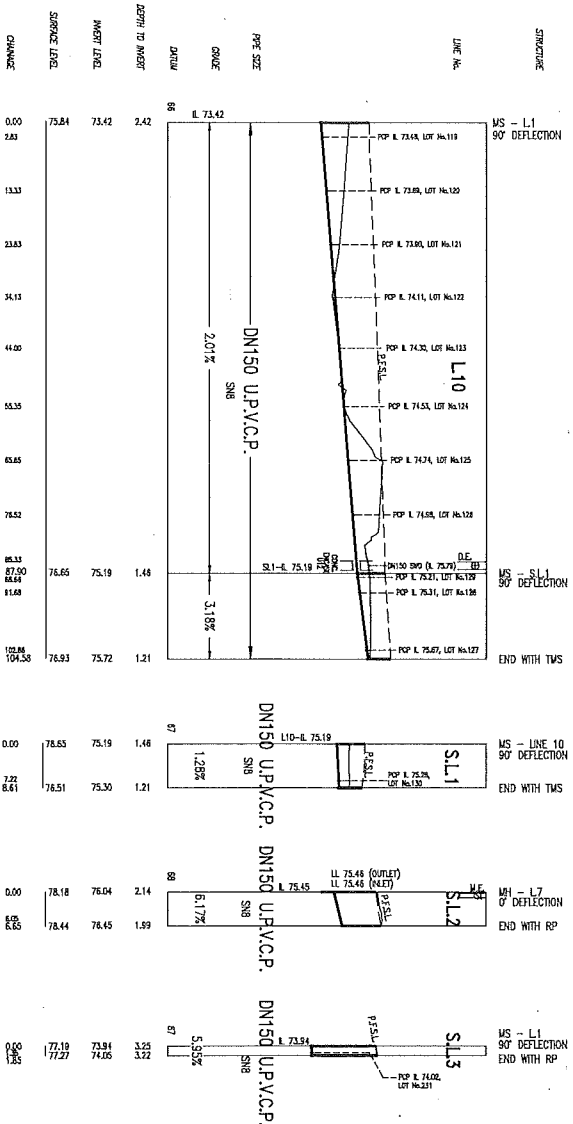
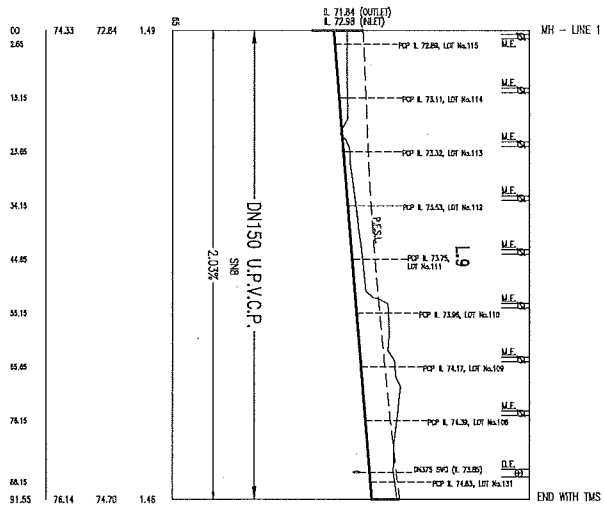
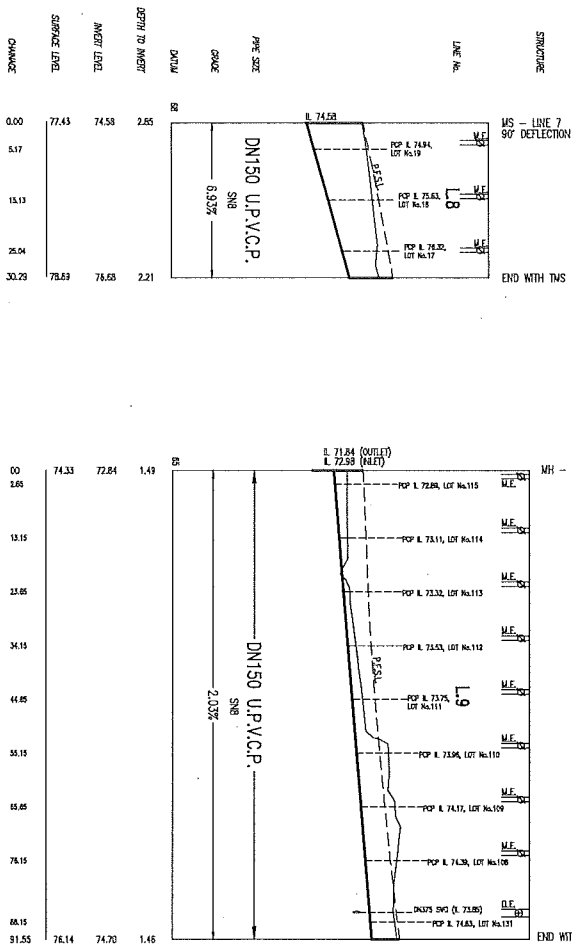
MS - 180° DEFLECTION



	5	
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ISSUED: 17/12/16

<p>WORK AS CONSTRUCTED CERTIFICATION</p> <p>DESIGNER</p> <p>W.E.C.</p> <p>CONSTRUCTION</p> <p>OWNER</p> <p>W.E.C. PROJECT #</p> <p>REVISIONS</p> <p>DATE</p> <p>NOTE: THE DESIGN LIAISON CONTRACTUAL AGREEMENT WITH THE W.E.C. PROJECT # 156737MMV IS ATTACHED</p>	<p>Shawmut</p> <p>WATER</p> <p>CASE NO. 156737MMV SHT. 7 OF 13 SHEETS</p> <p>STATION WATER CORPORATION</p> <p>FOR DETAILS OF SERVICES SEE SHEET 1</p>
--	--



2	STOCK WATER REVIEW ISSUE	BR	17/12/18
1	PRELIMINARY ISSUE FOR REVIEW	BR	22/04/18
NO.	REVISION DESCRIPTION	BY	DATE

FILE LOCATION: P:\Sewer\Project\A1F\A1F1

DESIGNED BY: A.A.

DRAWN BY: A.A.

VERSION: A.A.

REVIEWED BY: A.A.

APPROVED BY: A.A.

DATE: 17/12/18

FOR DETAILS OF SERVICES SEE SHEET 1

8

WORK AS CONSTRUCTED CERTIFICATION	
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
FOR DETAILS OF SERVICES SEE SHEET 1	

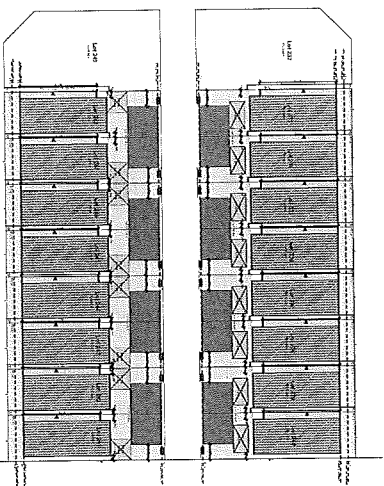
SEWER WATER

SEWER WATER CORPORATION

CASE NO. 165797WW | SHEET 8 OF 13

ANNEXURE H
BEP

DOUBLE STOREY OPTION

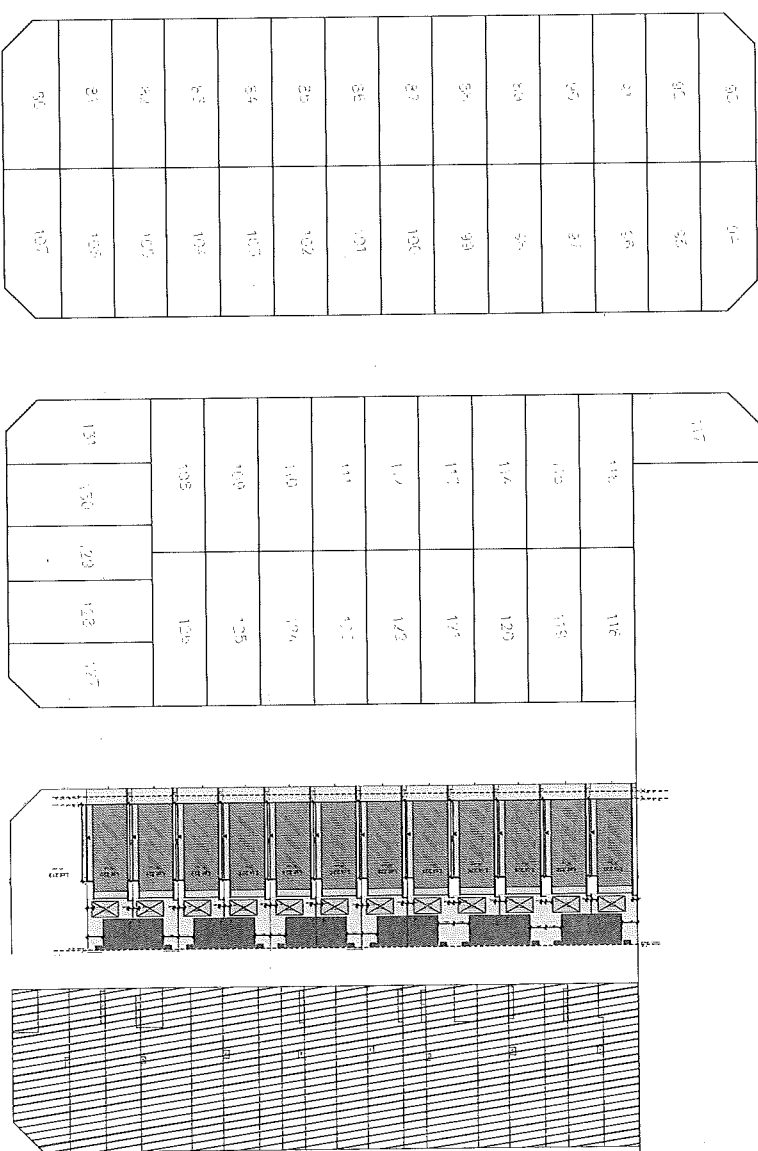


LIVERPOOL
CITY
COUNCIL

Endorsed document
in relation to:
DA-699/2017

In accordance with the
Environmental Planning
and Assessment Act
1979

KEY



CROWNLAND
DEVELOPMENTS

Drawing Series	BEP
Drawing Name	BEP - 1:1000

Drawing Number	1.1
Revision	B

Project Name	Kelly St
Project Number	11029
Project Address	32-38 Kelly St, Australia, NSW 2179

Drawn By	30/10/18
Checked By	1:10000@A3
Scale	

Rev.	Date	By	Ckd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

D' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

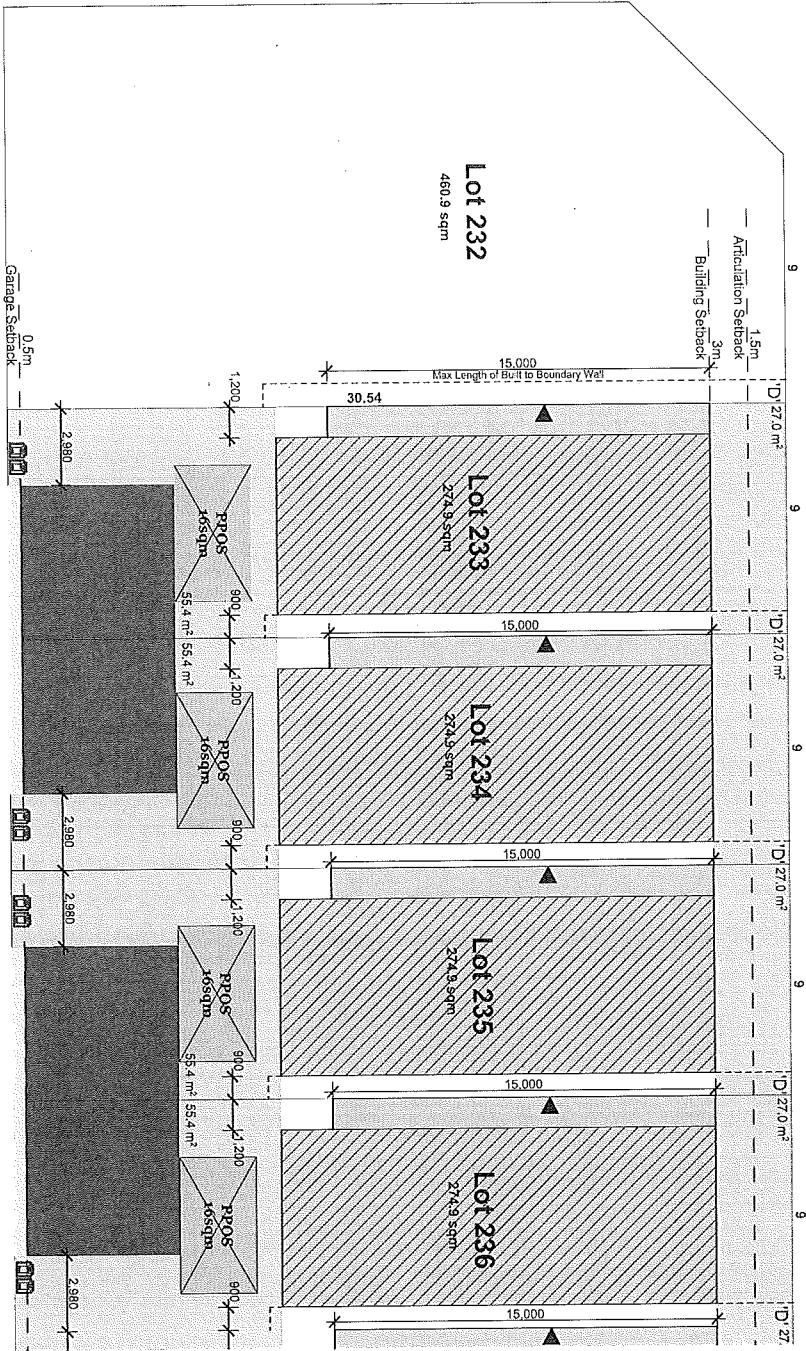
Builder/Contractor shall verify job dimensions before any job commences.
Figured dimensions take precedence over drawings and job dimensions.
All dimensions shall be submitted to the Architect/Consultant and maintained until not commence prior to return of inspected shop drawings by the Architect/Consultant.

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Ultimo, NSW 2007
T +61 2 8346 4500
info@DKO.com.au
www.DKO.com.au
ABN: 81 056 706 590
NSW Nominated Architects
Kos de Keijzer 5767 &
David Randerson 8542

DOUBLE STOREY OPTION



LIVERPOOL
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Endorsed document
in relation to:
DA-699/2017

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and Assessment Act
1979

KEY

KEY

- Articulation setback
- Building setback
- Zero lot boundary
- Primary building
- Preferred and storey location
- Preferred garage location
- Landscaped area
- PPQS
- Driveway

CROWNLAND DEVELOPMENTS

Drawing Series BEP
Drawing Name BHP-11200

Drawing Number 1.2
Revision B

D' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

Builder/Contractor shall verify job dimensions before any job commences.
Figured dimensions take precedence over drawings and job dimensions.
Architect/Consultant shall be submitted to the Architect/Consultant and manufacturer shall not commence prior to return of inspected shop drawings by the Architect/Consultant.

Rev.	Date	By	Ctd	Description
A	26/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

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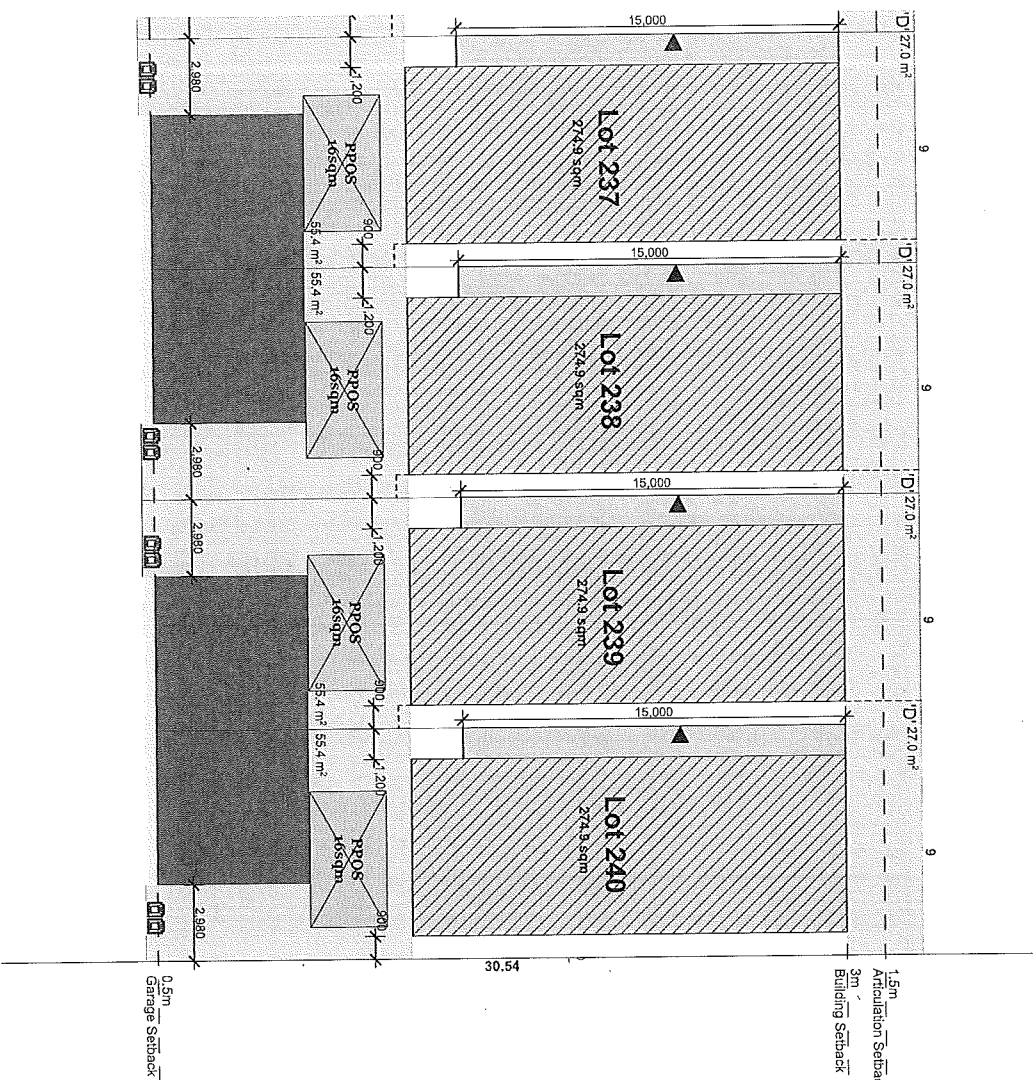
DKO Architecture (NSW) Pty Ltd
C19, 38-48 MacArthur Street
Ultimo, NSW 2007
T +61 2 8346 4500
info@dko.com.au
www.dko.com.au
ABN: 81 956 706 590

NSW Nominated Architects
Kos de Keijzer 5767 &
David Randerson 8542

Project Name Kelly St
Project Number 11629
Project Address 32-38 Kelly St, Austral, NSW 2179

Drawn By
Checked By
Date 30/10/18
Scale 1:200@A3

DOUBLE STOREY OPTION



LIVERPOOL CITY COUNCIL

Endorsed document in relation to:
DA-699/2017

In accordance with the Environmental Planning and Assessment Act 1979

KEY

- KEY
- Articulation setback

Building setback

Zero lot boundary

Primary building

Preferred and storey location

Preferred garage location

Landscaped area

PPQS

Driveway

CROWN LAND DEVELOPMENTS

Drawing Series	REP
Drawing Name	REP - 1:200

Drawing Number 1.3
Revision B

Project Name	Kelly St
Project Number	11629 Kelly St,
Project Address	32-38 Kelly St, Australia, NSW 2179

Drawn By	30/10/18
Checked By	1:200@A3
Date	
Scale	

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Ultimo, NSW 2007
T +61 2 8346 4500
info@dko.com.au
www.dko.com.au
ABN: 81 956 706 590

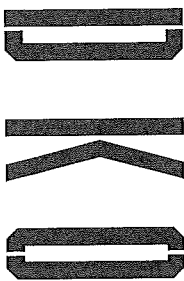
NSW Nominated Architects
Kos de Keijzer 5767 &
David Randerson 8542

Rev.	Date	By	Ckd	Description
A	35/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

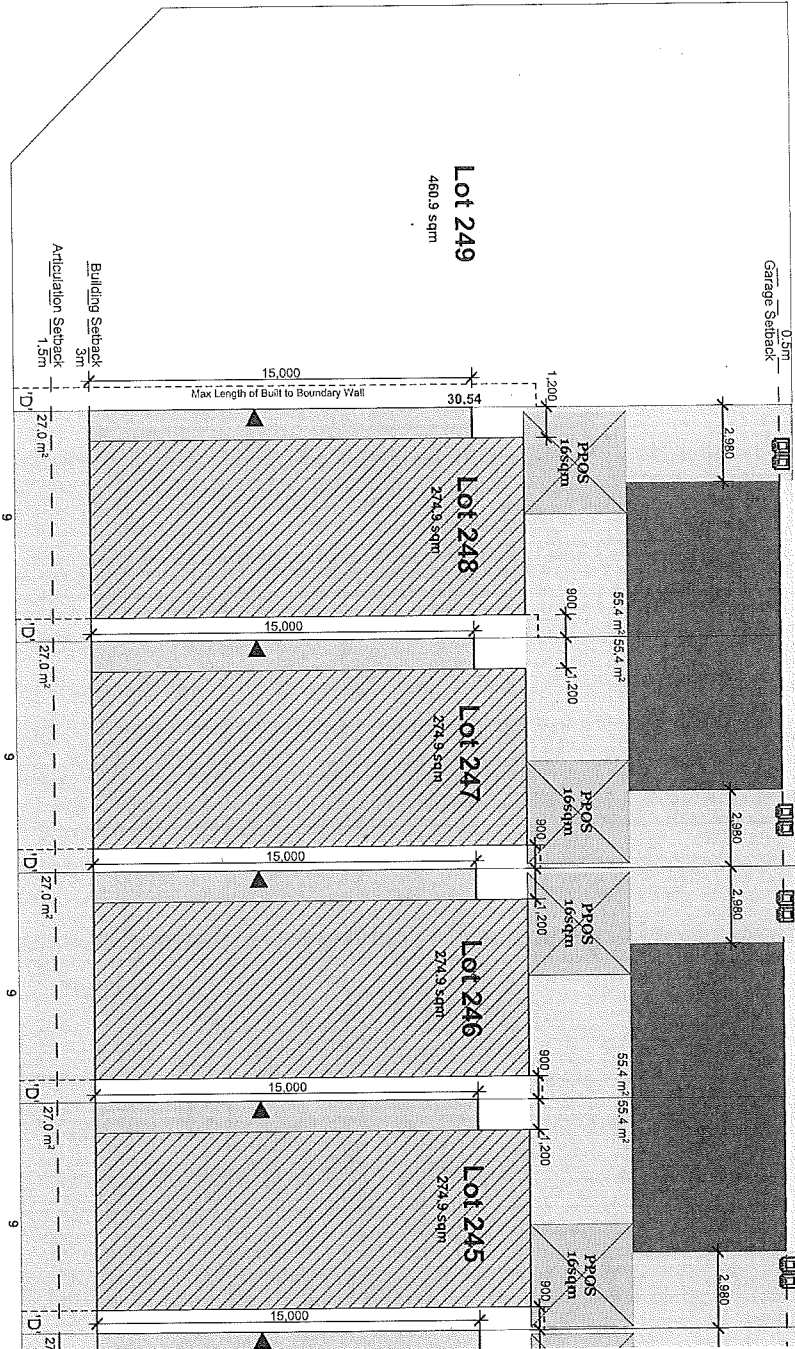
D' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

Builder/Contractor shall verify job dimensions before any job commences.
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DOUBLE STOREY OPTION



LIVERPOOL CITY COUNCIL

Endorsed document in relation to:
DA-699/2017

In accordance with the Environmental Planning and Assessment Act 1979

KEY

KEY

Articulation setback

Building setback

Zero lot boundary

Primary building

Preferred and storey location

Preferred garage location

Landscaped area

PPOS

Driveway

CROWN LAND DEVELOPMENTS

Drawing Series	BEP
Drawing Name	BEP - 11200

Drawing Number	1.4
Revision	B

Project Name	Kelly St
Project Number	11629
Project Address	32-38 Kelly St, Austral, NSW 2179

Drawn By	30/10/18
Checked By	11:200@43
Scale	

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ABN: 81 956 706 590

NSW Nominated Architects
Koos de Keijzer 5767 &
David Randerson 8542

Rev.	Date	By	Ckd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan



D/ EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

Builder/Contractor shall verify job dimensions before any job commences.

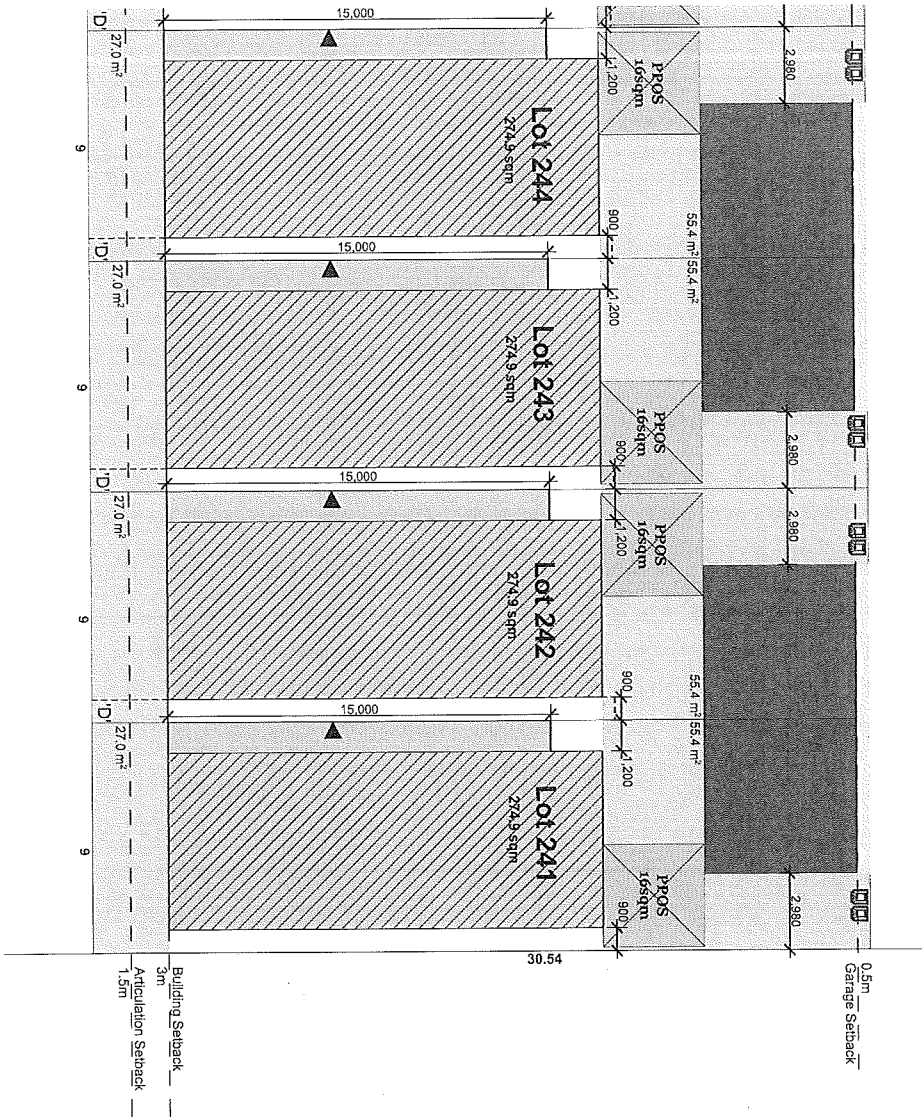
Figured dimensions take precedence over drawings and job dimensions.

Builder/Contractor shall be submitted to the Architect/Consultant, and manufacture shall not commence prior to return of inspected shop drawings by the Architect/Consultant.

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DOUBLE STOREY OPTION



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and Assessment Act
1979

KEY

KEY

Articulation setback

Building setback

Zero lot boundary

Primary building

Preferred and storey location

Preferred garage location

Landscaped area

PROS

Driveway

D EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

Builder/Contractor shall verify job dimensions before any job commences.
Signed dimensions take precedence over drawings and all shop drawings shall be submitted to the Architect/Consultant, and manufacture shall not commence prior to return of inspected shop drawings by the Architect/Consultant.

Rev.	Date	By	Ckd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan



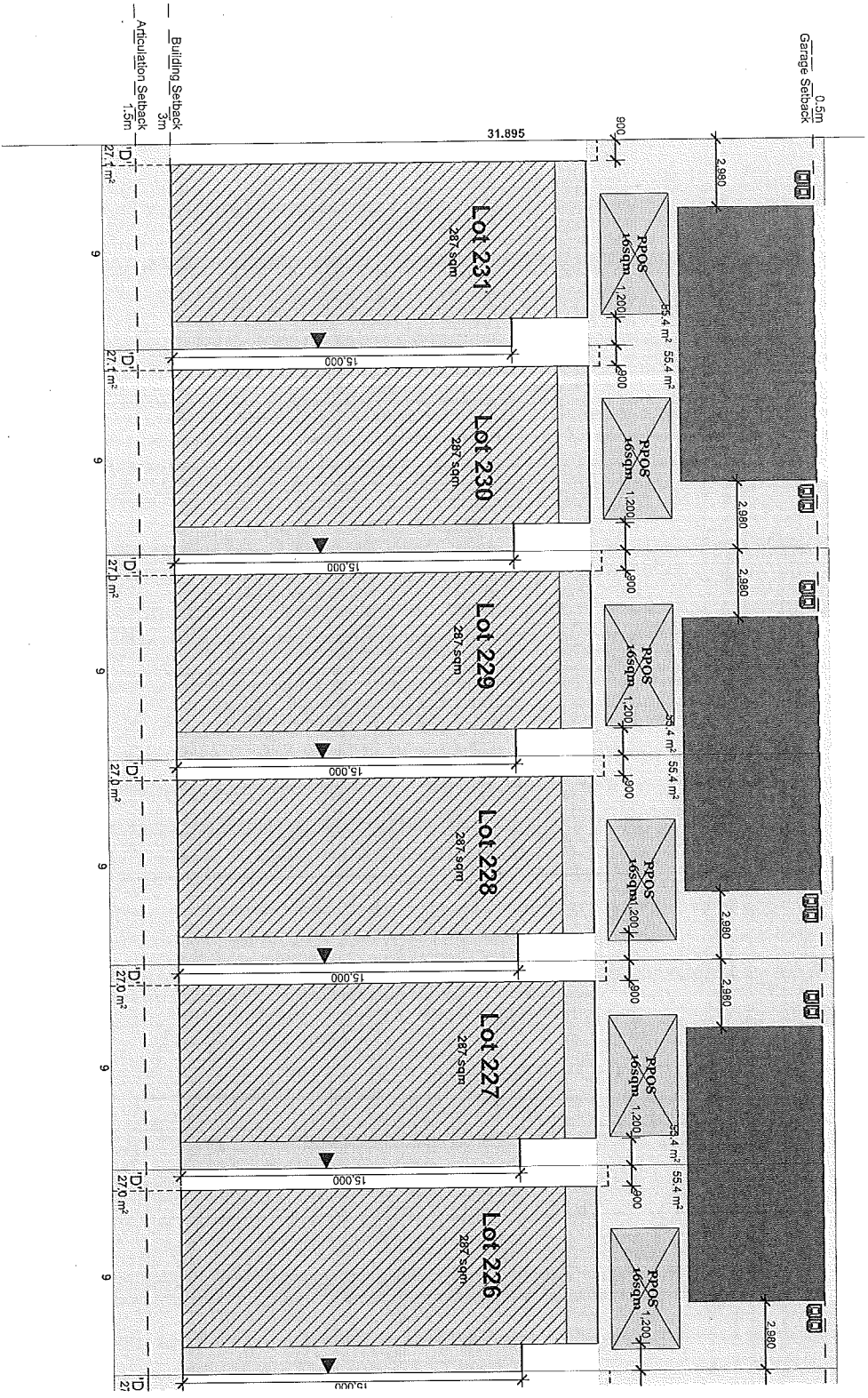
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ABN: 81 956 706 590
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Kos de Keizer 5767 &
David Randerson 8542

Project Name Kelly St
Project Number 11629
Project Address 32-38 Kelly St,
Austral, NSW 2179
Drawn By
Date 30/10/18
Scale 1:200@A3

CROWNLAND DEVELOPMENTS

Drawing Series BEP
Drawing Name BEP - 1:200
Drawing Number 1.5
Revision B

DOUBLE STOREY OPTION



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1979

KEY

- Articulation setback
- Building setback
- Zero lot boundary
- Primary building
- Preferred 2nd storey location
- Preferred garage location
- Landscaped area
- PPOS
- Driveway

D. EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

Builder/Contractor shall verify job dimensions before any job commences.
Figure dimensions take precedence over drawings and all shop drawings shall be submitted to the Architect/Consultant, and manufacture shall not commence prior to return of inspected shop drawings by the Architect/Consultant.

Rev.	Date	By	Chd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

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Kos de Keijzer 5797 &
David Randerson 8542

Project Name
Project Number
Project Address
Kelly St
11059
32-38 Kelly St,
Austral, NSW 2179

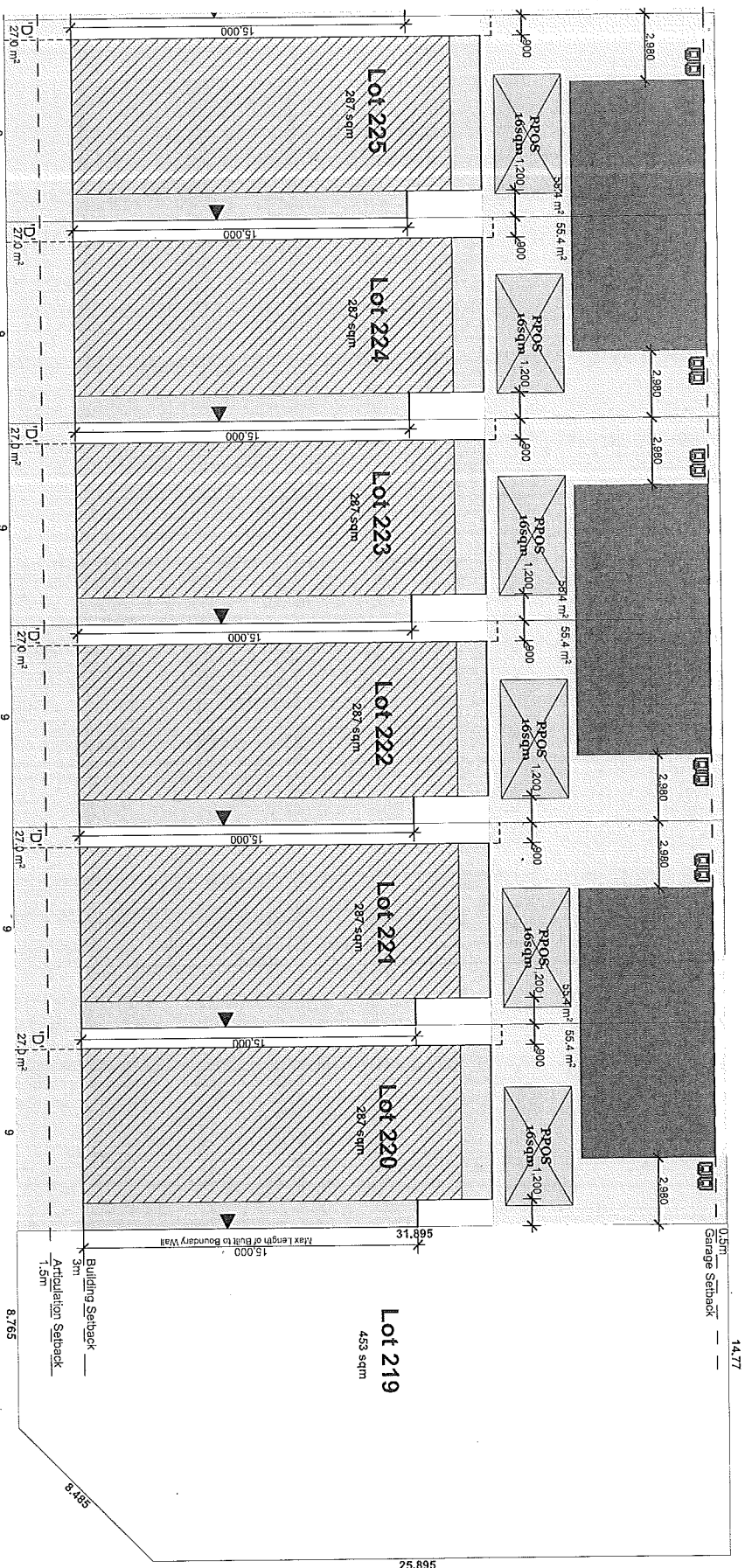
Drawn By
Checked By
Date
Scale
30/10/18
1:200@A3

CROWN LAND
DEVELOPMENTS

Drawing Series
Drawing Name
BEP
BEP - 1:200

Drawing Number
Revision
1.6
B

DOUBLE STOREY OPTION



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KEY

- Articulation setback
- Building setback
- Zero lot boundary
- Primary building
- Preferred 2nd storey location
- Preferred garage location
- Landscaped area
- PPOS
- Driveway

D' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

Rev.	Date	By	Ctd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

Builder/Contractor shall verify job dimensions before any job commences.
 Signed dimensions take precedence over drawings and job dimensions.
 All dimensions shall be referenced to the Architect/Consultant, and manufacturer shall not commence prior to return of inspected shop drawings by the Architect/Consultant.

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 ABR: 81 956 706 590
 NSW Nominated Architects
 Koos de Keijzer 5767 &
 David Randerson 8542

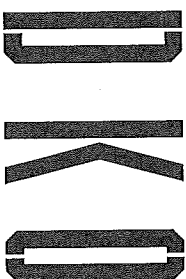
Project Name Kelly St
 Project Number 11629
 Project Address 32-38 Kelly St, Austral, NSW 2179

Drawn By
 Checked By
 Date 30/10/18
 Scale 1:200 @ A3

CROWN LAND DEVELOPMENTS

Drawing Series BEP
 Drawing Name BEP - 1:200

Drawing Number 1.7
 Revision B



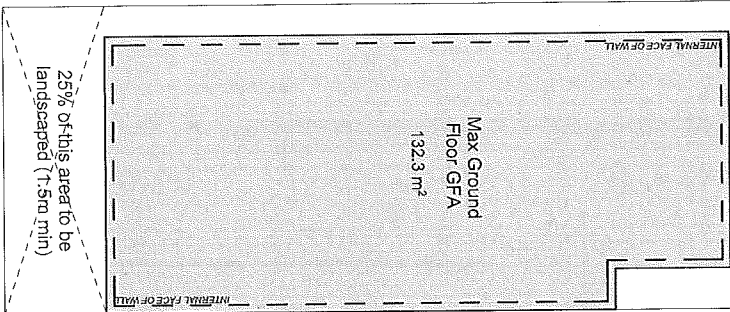
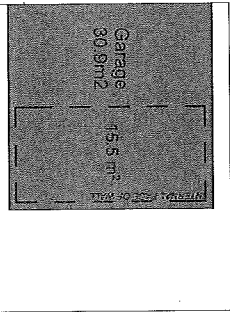
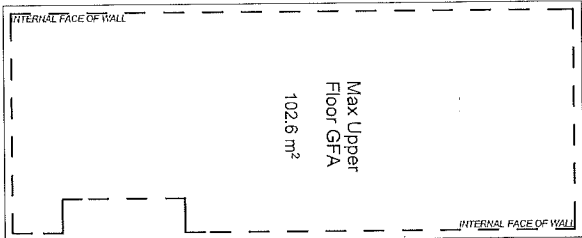
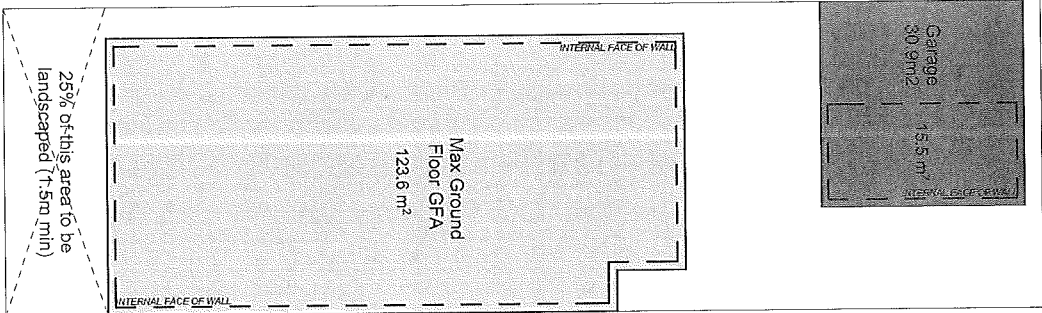
DOUBLE STOREY OPTION

LOT 233-248

SITE AREA:
274.9m²

MAX TOTAL GFA
(75% of Site Area):
206.175m²

Min TOTAL
Landscaping (10% of
Site Area): 27.49m²



LOT 220-231

SITE AREA:
287m²

MAX TOTAL GFA
(75% of Site Area):
215.25m²

Min TOTAL
Landscaping (10% of
Site Area): 28.7m²

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and Assessment Act
1979

Location of stairs is indicative only
and shown for the purpose of calculating
GFA. Final stair location may be located
to suit the proposed house design.
Double Storey Option
DA-699/2017
In accordance with the
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and Assessment Act
1979

Rev.	Date	By	Ckd	Description
A	26/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

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NSW Nominated Architects
Kees de Keijzer 5767 &
David Randerson 8542

Project Name	Kelly St
Project Number	11629
Project Address	32-38 Kelly St, Austral, NSW 2179

Drawn By	30/10/18
Checked By	NTS
Date	
Scale	

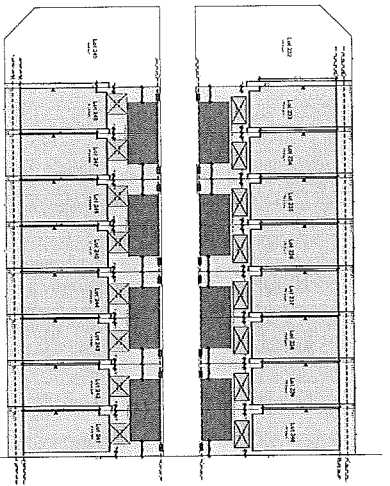
Drawing Series	BEP
Drawing Name	BEP - GFA Calculations

Drawing Number	1.8
Revision	B

CROWNLAND
DEVELOPMENTS

Builder/Contractor shall verify job dimensions before any
job commences.
Figured dimensions take precedence over drawings and
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SINGLE STOREY OPTION



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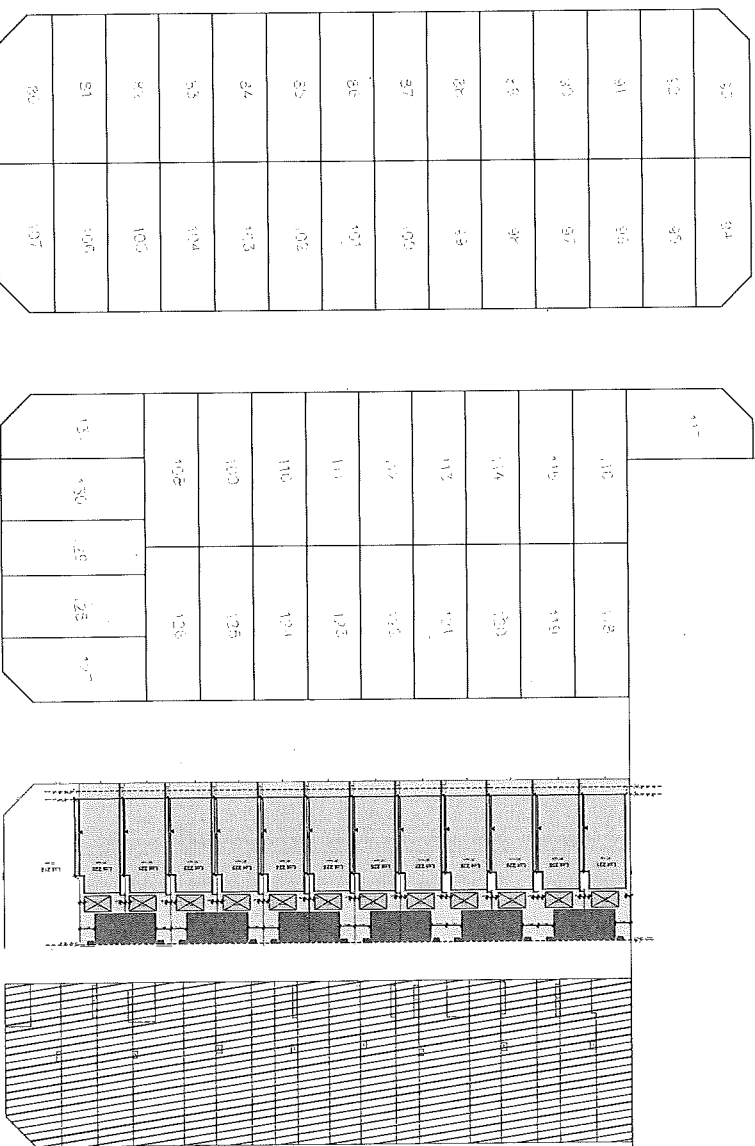
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In accordance with the
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and Assessment Act
1979

KEY

KEY

- Articulation setback
- Building setback
- Zero lot boundary
- Primary building
- Preferred and storey location
- Preferred garage location
- Landscaped area
- PPOS
- Driveway



CROWN LAND DEVELOPMENTS

Drawing Series BPP
Drawing Name BPP-11000

Drawing Number 1.9
Revision B

Project Name Kelly St
Project Number 11629
Project Address 32-38 Kelly St, Austral NSW 2179

Drawn By
Date 30/10/18
Checked By
11:0000@A3

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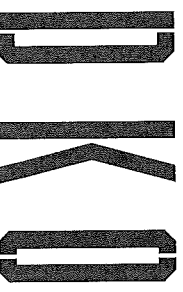
NSW Nominated Architects
Kos de Keijzer 5767 &
David Handerson 8542

Rev.	Date	By	Cld	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

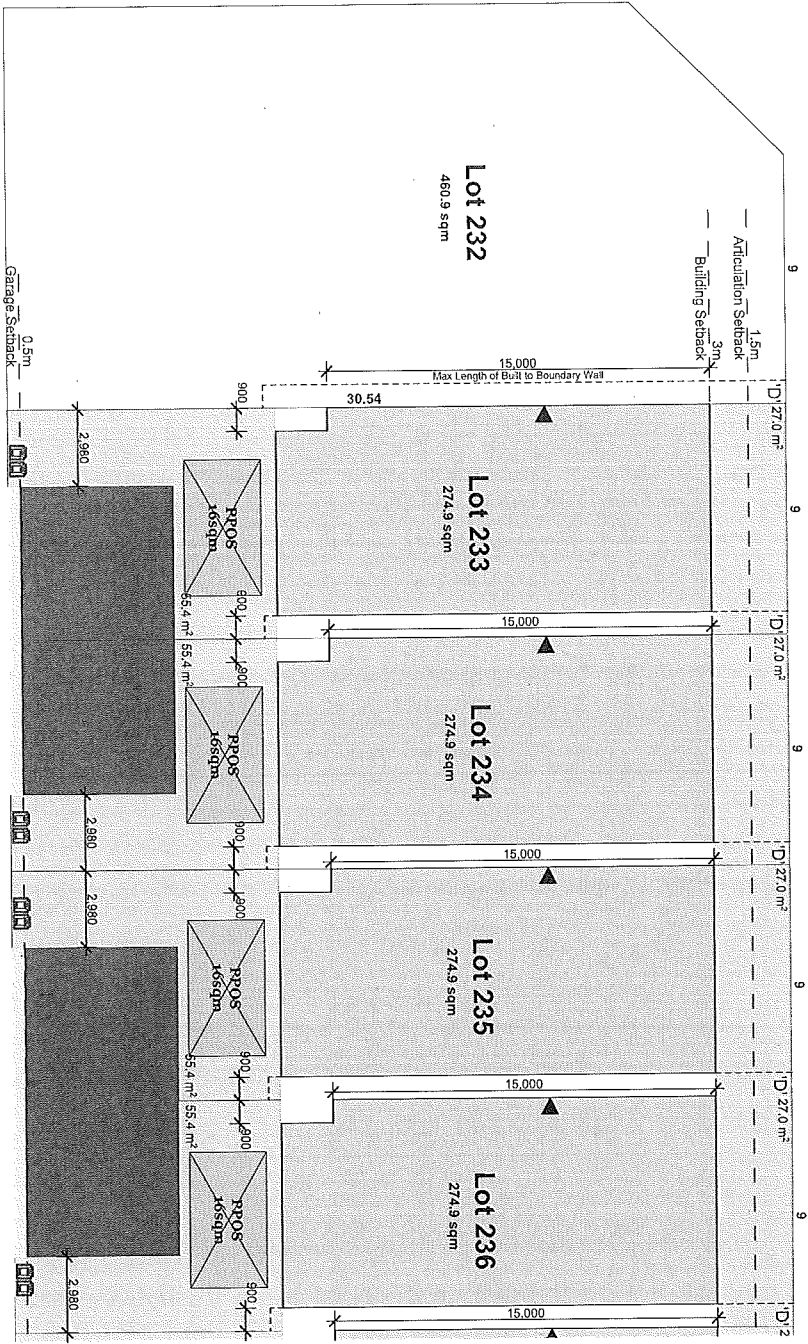
D EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

Builder/Contractor shall verify job dimensions before any job commences.
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and Assessment Act
1979

KEY

- KEY
- Articulation setback

Building setback

Zero lot boundary

Primary building

Preferred and storey location

Preferred garage location

Landscaped area

PPOS

Driveway

CROWN LAND
DEVELOPMENTS

Drawing Series BEP
Drawing Name BHP-11200

Drawing Number 1.10
Revision B

Project Name Kelly St
Project Number 11629
Project Address 32-38 Kelly St,
Austral, NSW 2179

Drawn By
Checked By
Date 30/10/18
Scale 1:200 @ A3

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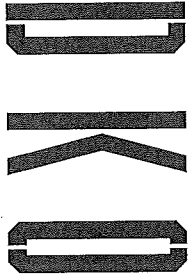
NSW Nominated Architects
Kos de Keijzer 5767 &
David Randerson 8542

Rev.	Date	By	Old	Description
A	30/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

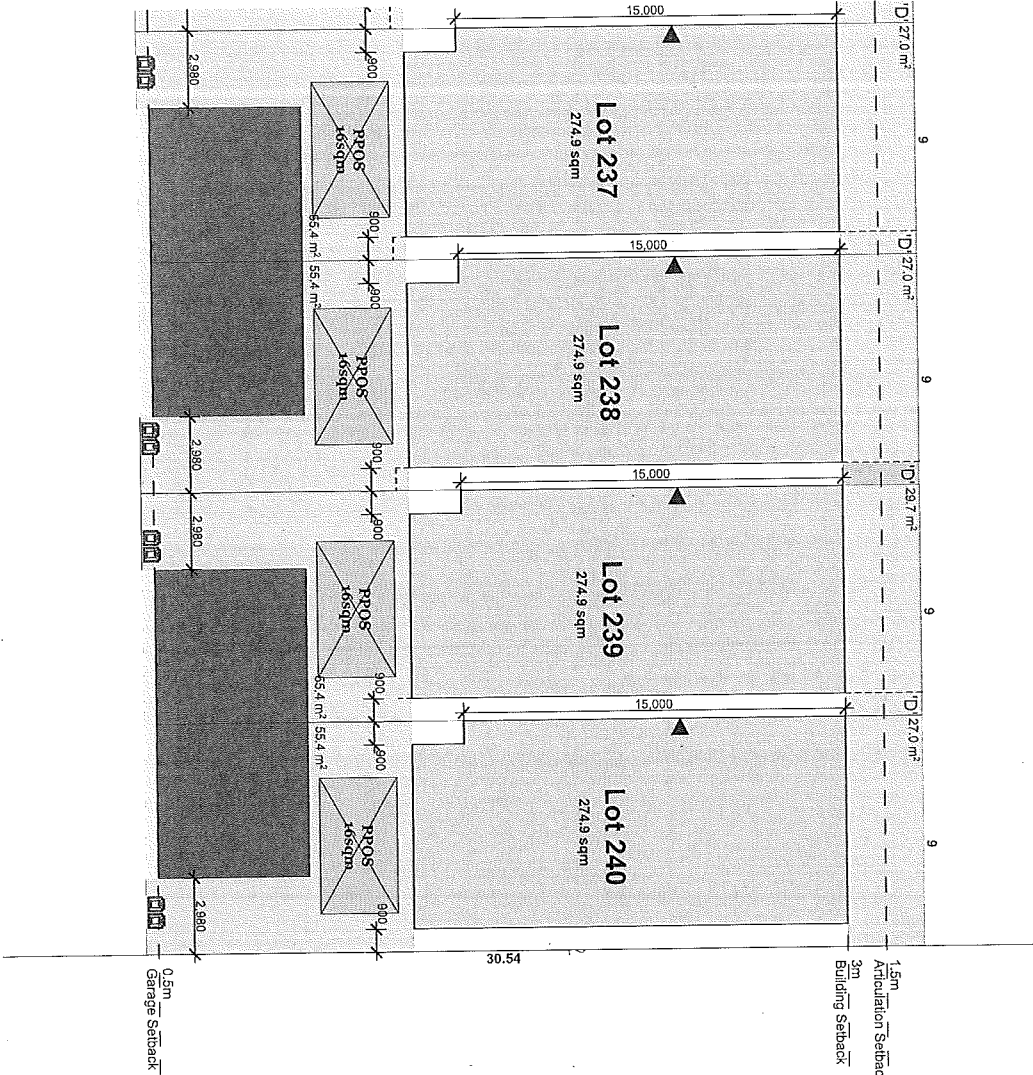
D' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

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and Assessment Act
1979

KEY

- Articulation setback
- Building setback
- Zero lot boundary
- Primary building
- Preferred and storey location
- Preferred garage location
- Landscaped area
- PROS
- Driveway

CROWN LAND DEVELOPMENTS

Drawing Series BEP
Drawing Name BEP - 1:200

Drawing Number 1.11
Revision B

Project Name Kelly St
Project Number 11659
Project Address 32-38 Kelly St,
Austral, NSW 2179

Drawn By 30/10/18
Checked By 1:200@A3
Scale

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David Randerson 8542

Rev.	Date	By	Ctd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

D' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

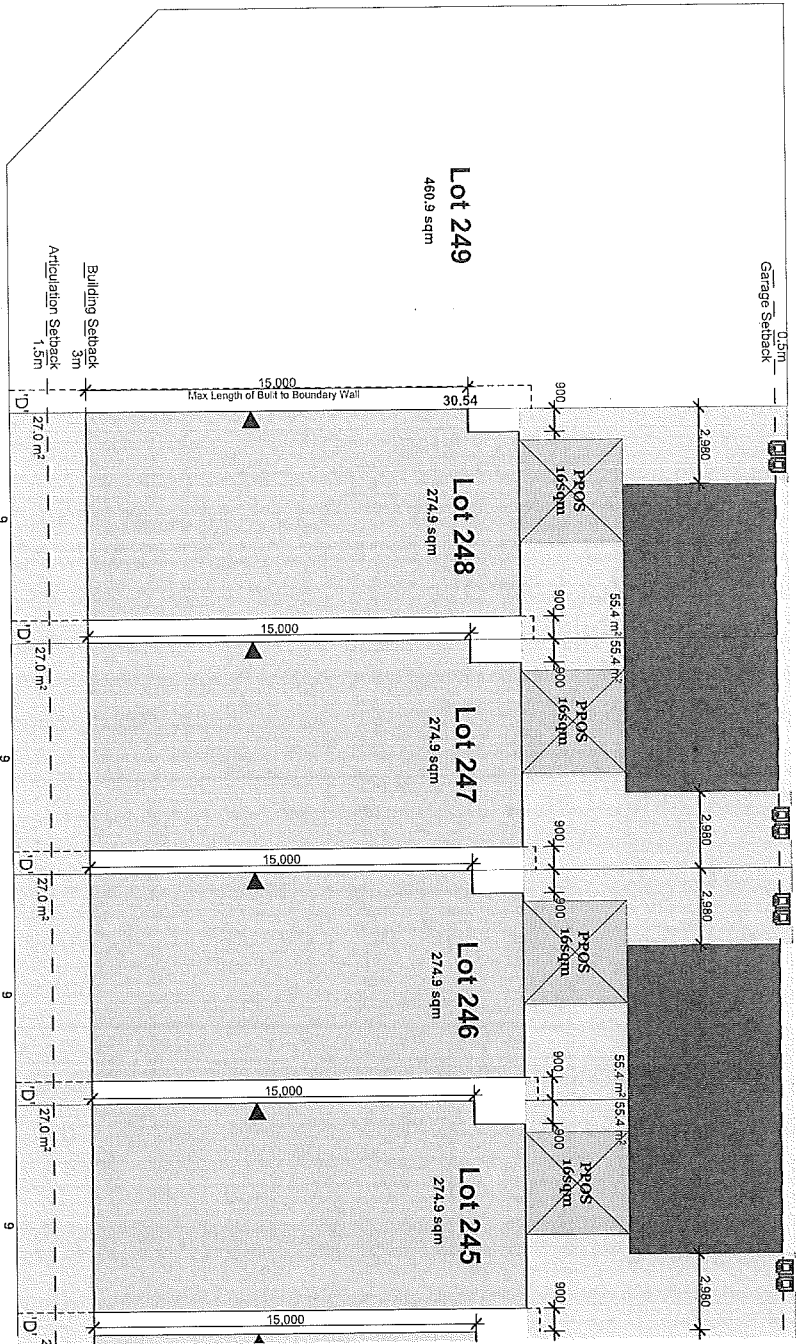
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and Assessment Act
1979

KEY

KEY

- Articulation setback
- Building setback
- Zero lot boundary
- Primary building
- Preferred and storey location
- Preferred garage location
- Landscaped area
- PPoS
- Driveway

CROWN LAND DEVELOPMENTS

Drawing Series: BEP
Drawing Name: BEP - 1:200

Drawing Number: 1.12
Revision: B

Project Name: Kelly St
Project Number: 11029
Project Address: 32-38 Kelly St, Austral, NSW 2179

Drawn By: 30/10/18
Checked By: 11:200@A3
Scale

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NSW Nominated Architects
Kees de Keijzer 5767 &
David Randerson 8542

Rev.	Date	By	Chd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

D. EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

Builder/Contractor shall verify job dimensions before any job commences.
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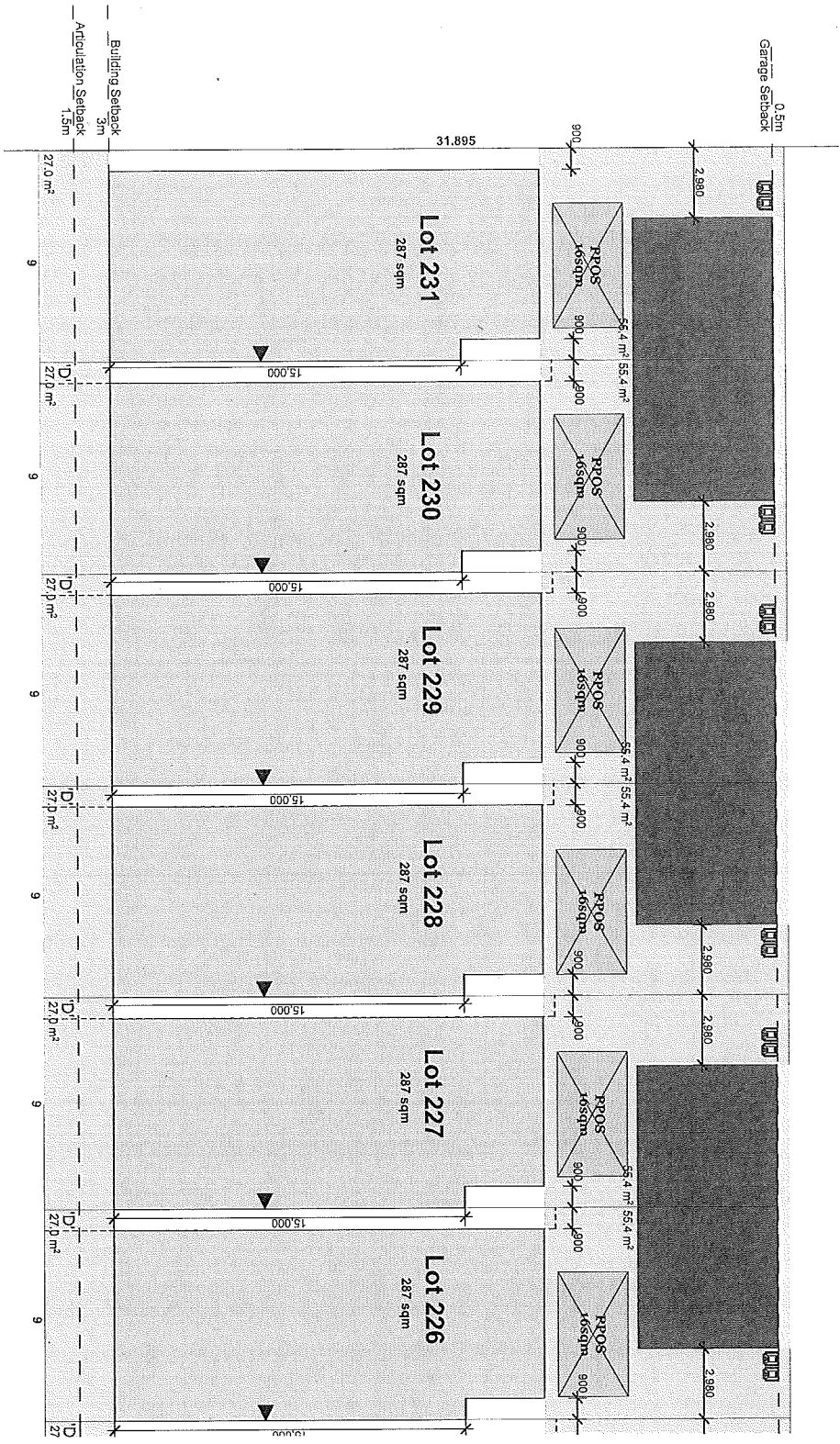
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DA-699/2017

In accordance with the
Environmental Planning
and Assessment Act
1979

Drawn By	
Checked By	
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Scale	1:200@A3

SINGLE STOREY OPTION



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DA-699/2017

In accordance with the
Environmental Planning
and Assessment Act
1979

KEY

Articulation setback

Building setback

Zero lot boundary

Primary building

Preferred 2nd
storey location

Preferred
garage location

Landscaped area

60m²

PPOS

Driveway

CROWNLAND DEVELOPMENTS

Project Name	Kelly St
Project Number	11629
Project Address	32-38 Kelly St, Austral, NSW 2179

Drawn By	30/10/18
Checked By	1:200@A3
Date	
Scale	

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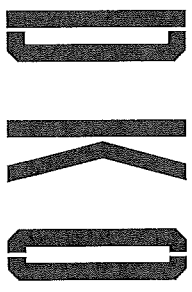
NSW Nominated Architects	
Koos de Keijzer 5767 &	
David Randerson 8542	

Rev	Date	By	Ckd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

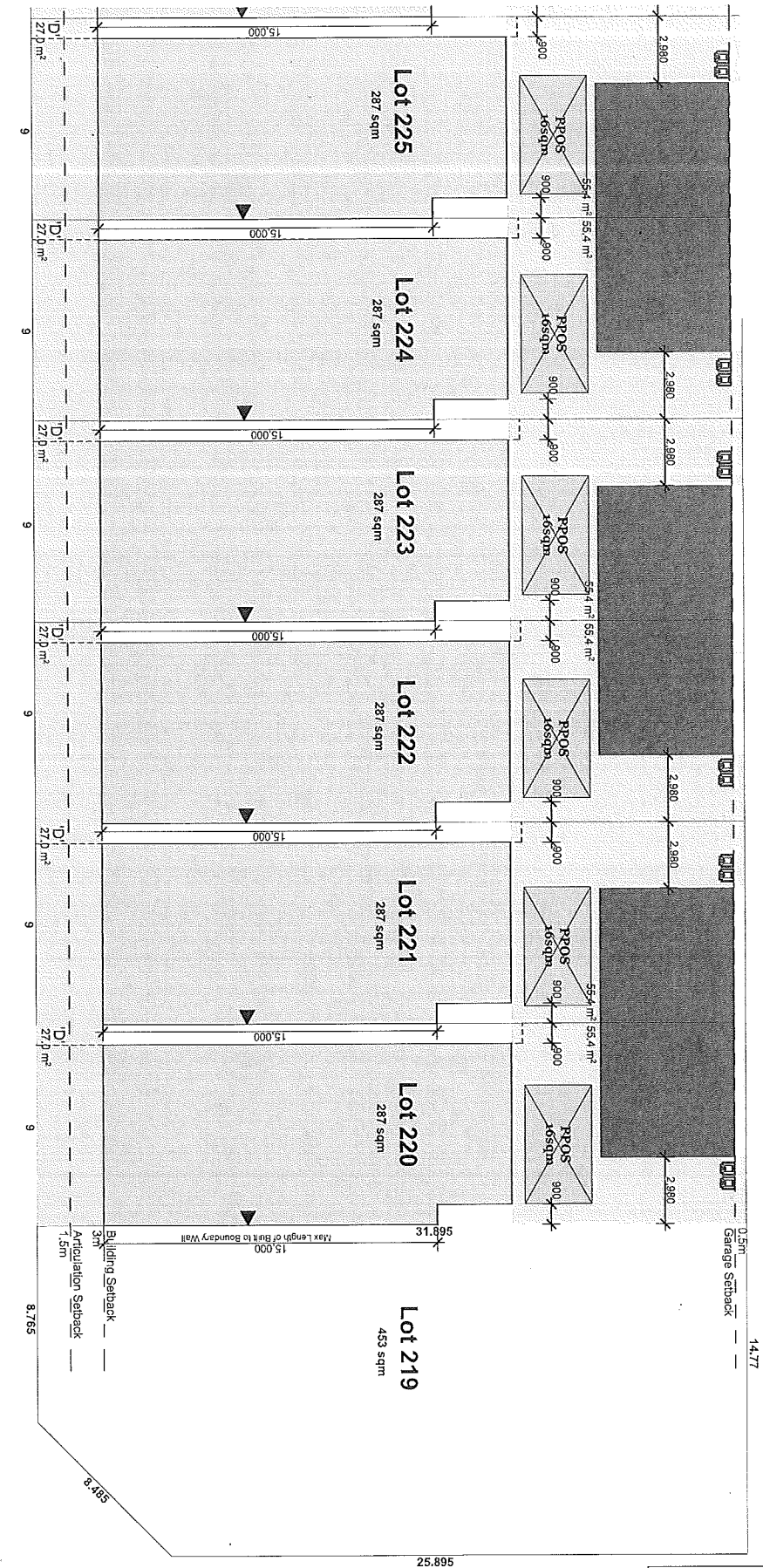
D/ EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

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SINGLE STOREY OPTION



LIVERPOOL CITY COUNCIL

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In accordance with the Environmental Planning and Assessment Act 1979

KEY

KEY

Articulation setback

Building setback

Zero lot boundary

Primary building

Preferred 2nd storey location

Preferred garage location

Landscaped area

PPOS

Driveway

D' EASEMENT FOR ACCESS & MAINTENANCE (0.9m WIDE)

Builder/Contractor shall verify job dimensions before any job commences. Figured dimensions take precedence over drawings and all dimensions shall be submitted to the Architect/Consultant and manufacturer shall not commence prior to return of inspected shop drawings by the Architect/Consultant.

Rev.	Date	By	Ckd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

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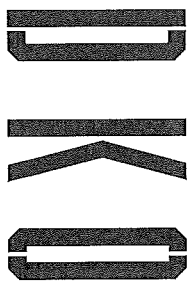
Project Name Kelly St
Project Number 11629
Project Address 32-38 Kelly St, Austral, NSW 2179

Drawing Series BEP
Drawing Name BEP - 1200

CROWNLAND DEVELOPMENTS

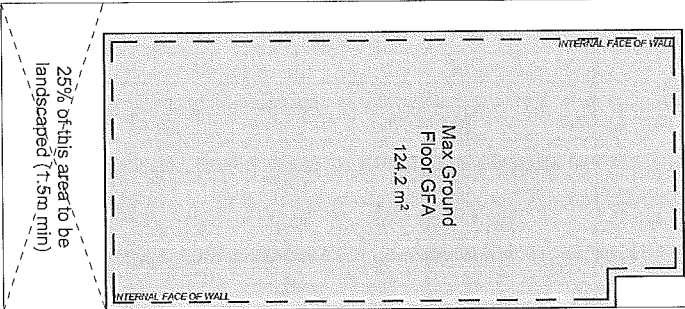
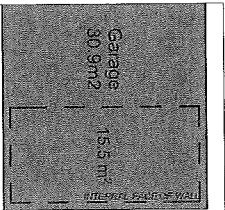
Drawing Number 1.15
Revision B

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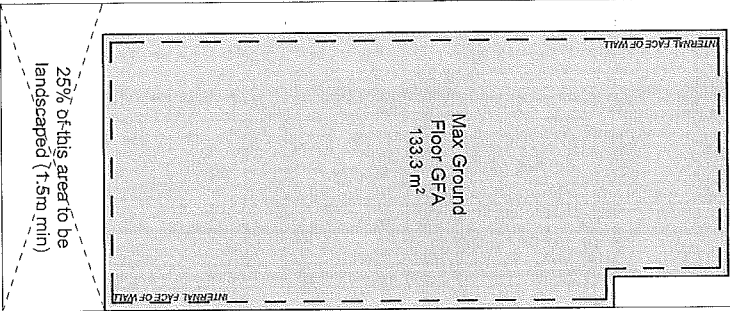
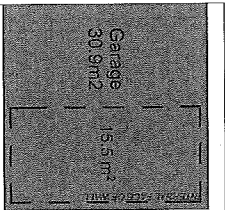
Double garage designs include the second garage in the GFA measurement.



LOT 233-248

SITE AREA:
274.9m²
MAX TOTAL GFA
(75% of Site Area):
206.175m²
Min TOTAL
Landscaping (10% of
Site Area): 27.49m²

25% of this area to be landscaped (1.5m min)



LOT 220-231

SITE AREA:
287m²
MAX TOTAL GFA
(75% of Site Area):
215.25m²
Min TOTAL
Landscaping (10% of
Site Area): 28.7m²

25% of this area to be landscaped (1.5m min)

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CROWNLAND DEVELOPMENTS

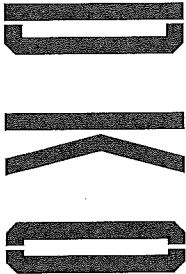
Rev.	Date	By	Ckd	Description
A	25/10/18	EN	DR	Building Envelope Plan
B	30/10/18	EN	DR	Building Envelope Plan

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ABN: 81 956 706 590
NSW Nominated Architects
Koon de Keijzer 5757 &
David Randeron 8542

Project Name
Project Number
Project Address
Kelly St
11629
32-38 Kelly St.
Austral, NSW 2179

Drawn By
Checked By
Date
Scale
30/10/18
NTS

Drawing Series
Drawing Name
Drawing Number
Revision
BEP
BEP - GFA Calculations
1.16
B



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ANNEXURE I
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 Kelly St Pty Ltd as trustee for Crown Trust 31
PROPERTY	32-38 Kelly Street, Austral 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 after plan registration	Refer to clause(s):	65
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): 58
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 and interest in clause 66
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA-540/2017
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 plan registration does not occur before the sunset date in clause 57

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