

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by Madina Estate Pty Ltd ABN 78 632 935 374 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4) Pexa

Manual transaction (clause 30) NO yes
 (if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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: **Madina Estate Pty Ltd**

Supplier's ABN: **ABN 78 632 935 374**

Supplier's GST branch number (if applicable):

Supplier's business address: **PO Box 3227 Austral NSW 2179**

Supplier's representative:

Supplier's contact phone number: **0468 999 909**

Supplier's proportion of **GSTRW payment**: **10%**

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): **10%**

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 checked="" type="checkbox"/> 2 plan of the land <input checked="" type="checkbox"/> 3 unregistered plan of the land <input checked="" type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input 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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>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</p>
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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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*, or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

270 Fifteenth Avenue, Austral NSW 2179

PROPERTY, STOCK AND BUSINESS AGENTS ACT 2002

SECTION 47 & 49

**CONSENT TO SALESPERSON/ REAL ESTATE AGENCY OBTAINING
A BENEFIT FROM THE SALE OF THE PROPERTY**

TO :

SALE of Lot 92, 270 Fifteenth Avenue, Austral NSW 2179

I, Adel Elmir, outline the beneficial interest I have in the above property and the nature of the relationship I have with the Vendor's agent.

Nature of the interest

Person(s) obtaining the interest³

Adel Elmir will receive the sale proceeds
from the sale of the property

Adel Elmir is the sole Director of Madina Homes Pty
Ltd (ACN 632 935 374)

Agent's Commission

All Property People (Vendor's Agent)
Adel Elmir is a salesperson employed by the
Vendor's Agent

.....
(Signatures of person disclosing interest)
Adel Elmir

DATED:

¹ The agent or salesperson should delete the inapplicable word. Other places where an inapplicable word must be deleted are also indicated by *. **NB** Agents or salespersons completing this form should note that s. 49 of the *Property, Stock and Business Agents Act 2002*, among other things:

- defines a "beneficial interest" in property widely and non-exhaustively;
- deems them to obtain a beneficial interest in circumstances where a person associated with them acquires the beneficial interest eg a close relative. Those deemed circumstances are wide and non-exhaustive.

² Briefly describe the interest. Examples include:

- purchasing property,
- obtaining an option to purchase property, or
- being granted a general power of appointment in respect of property.

However, the above examples are *not* exhaustive. See s. 49(5) of the Act.

³ Briefly describe the person(s) proposing to obtain the interest. Examples of persons considered to obtain a beneficial interest in property are:

- the agent or salesperson or a close relative of the agent or salesperson obtaining a beneficial interest in the property, or
- a corporation obtaining a beneficial interest in the property where an executive officer of the corporation is the agent or salesperson or a close relative of the agent or salesperson.

NB Neither the above examples nor the further examples given in s. 49(4) of the Act are exhaustive. Section 49(6) of the Act defines "close relative" and "property".

IMPORTANT NOTICE TO THE CLIENT

This form must be given to you before the real estate agent/salesperson obtains a beneficial interest in the above property eg the agent or salesperson purchases or obtains an option to purchase it. If this form is given to you afterwards you should not sign below.

A real estate agent retained by a client to sell property or a real estate salesperson employed by that agent must not obtain an interest in that property or be remunerated in relation to the transaction by which the interest is obtained. However, the agent or salesperson may do so, if the client consents in writing in this form.

TO: Adel Elmir

I,

|

Consent to:

- you receiving the sale proceeds from the sale of the above-mentioned property;
- The payment of the commission or other reward payable to you, your employer or to the Real Estate Agency in relation to the transaction by which the interest is obtained not being affected merely by reason of you obtaining or being concerned in the obtaining of that interest.

.....
Signature:

Date:

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Madina Estate Pty Ltd ABN 78 632 935 374
PROPERTY	Lot 92, 270 Fifteenth Avenue, 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	The later of: a) 21 days after service of notice of registration of the Subdivision Plan and a copy of that registered Subdivision Plan and other documents registered with that plan (if any); and c) 30 days after the contract date.	Refer to clause(s):	Clause 44.1
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): Clause 47
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:	Clause 42.1 - Daily interest at the rate of 9% per annum. Clause 43.1 - \$440.00 (inclusive of GST) if a notice to complete is issued.
Has development approval been obtained?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Development Approval No:	
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:	Clause 47 – Either party may rescind the contract if the Subdivision Plan is not registered by the Sunset Date (as may be extended)

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 type="checkbox"/> draft community/precinct/neighbourhood/
management statement |
| <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with
draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/
development contract |
| <input type="checkbox"/> proposed schedule of finishes | <input type="checkbox"/> draft strata management statement |
| <input type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |

“SPECIAL CONDITIONS” FOR UNREGISTERED LAND

33. ANNEXURES

33.1. Annexed to this contract are copies of the following:-

- a) Draft Subdivision Plan
- b) Title Search and Title Diagram
- c) Section 10.7 (2) Certificate
- d) Sewer Mains Diagram

33.2. The vendor does not warrant the accuracy or completeness of any documents referred to in this clause and the purchaser may not take any requisition or claim in respect of any matter referred to in them.

34. ENTIRE AGREEMENT

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

35. CLAIMS FOR COMPENSATION

35.1. 'Claim' in this contract means a claim pursuant to clause 6 or 7.

35.2. Any claim whether under clause 7 or otherwise is deemed to be a requisition for the purposes of clause 8.

36. NO MERGER

Any provision of this contract capable of continuing in force and effect following completion will continue in force and effect notwithstanding such completion.

37. WARRANTIES

37.1. The purchaser acknowledges that he does not rely upon any warranty, statement or representations made or given by the vendor or on behalf of the vendor except as expressly provided herein. The purchaser has inspected the property and relies entirely upon his own inquiries and inspection and agrees that the property is sold in its present state and condition including any defects latent or patent. The purchaser may not make and requisition or claim in respect thereto and may not require the vendor to make any renovation or reparation thereto.

37.2. The purchaser may not make any requisition or any claim for compensation by reason of the existence or passage or non-existence or non-passage on or through the property or any adjoining property of mains, pipes, wires or connections of any water, gas, electricity, telephone or other system or service whether to the property or any adjoining property or jointly to both or otherwise, and the purchaser will take title subject thereto.

38. PAYMENT OF THE DEPOSIT

38.1. It is acknowledged between the parties to this Contract that the deposit payable by the purchaser is the full 10% of the purchase price (hereinafter referred to as "the deposit"). Should the vendor allow the purchaser to pay part of the deposit on the making of this Contract, the balance of the deposit will become immediately due and payable if the purchaser defaults in the observance or performance of any obligation which would entitle the vendor to claim the said deposit or on completion, whichever is the earlier.

38.2. Should the vendor accept a bank guarantee or deposit bond it must be for the full 10% of the purchase price with the original of that document provided to the vendor's solicitor on exchange of Contracts. The vendor may call upon the bank guarantee/deposit bond without notice if the purchaser does not comply

with this Contract and/or if the deposit or any part of it would otherwise be payable to the vendor. If the bank guarantee / deposit bond has an expiry date -

- (a) The expiry date must exceed the sunset date by at least 6 months at all times; and
- (b) If a replacement bank guarantee/deposit bond is required, the purchaser must provide same to the vendor no later than 30 days before the expiry date of the current bank guarantee/deposit bond. If the purchaser is unable to obtain a replacement bank guarantee / deposit bond for any reason, then the purchaser must pay the full 10% deposit by way of bank cheque or EFT to the vendor's solicitor no later than 30 days before the expiry date of the current bank guarantee/deposit bond.

39. LIQUIDATION ETC.

39.1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor or the purchaser at law or in equity had this special condition not been included herein, it is agreed that if either party:

- (a) being an individual, dies or becomes incapable because of unsoundness of mind of managing his own affairs or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of his creditors; or
- (b) being a company, shall resolve to go into liquidation or enter into any scheme or arrangement with its creditors under the relevant provisions of the Companies (NSW) code or any similar legislation or if a liquidator receiver or receiver manager or provisional liquidator or official manager be appointed of the party

then the vendor may by way of notice in writing to the purchaser rescind this Contract and if the purchaser is not otherwise in default hereunder the provisions of clause 19 hereof shall apply to such rescission.

40. AGENT

The vendor warrants that he has not engaged any real estate agent in connection with the sale of the property to the purchaser other than the Vendor's Agent referred to in the particulars (if any) or any agent acting in conjunction with the Vendor's Agent. The purchaser warrants to the vendor that it has not been introduced to the sale directly or indirectly through the services of any agent other than the said Vendor's Agent or any agent acting in conjunction with the Vendors Agent. In the event that the purchaser breaches this warranty, the purchaser indemnifies the vendor in respect of any commission that becomes payable including any costs and expenses involved in defending any claim for such commission.

41. INVALIDITY

- 41.1.** In the event of any conflict between these further special conditions and the conditions contained in the printed conditions of this Contract, these further special conditions shall prevail;
- 41.2.** 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 by or on behalf of the purchaser or the solicitors for the purchaser the person so attaching such documents or copies of documents did so as the agent of the vendor.
- 41.3.** The vendor shall not be obliged to remove any charge on the property for any rate, tax, or outgoing until the time when completion of this Contract is effected. The vendor shall complete this contract by reason of existence of any charge on the property for any rate, tax or outgoing and may serve a Notice to Complete on the purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

42. INTEREST

42.1. If the purchaser does not complete this Contract by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance purchase money, an amount calculated at nine percent (9%) per annum, interest on the balance purchase money, computed at a daily

rate from the date immediately after the completion date to the day on which this sale is actually completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

43. NOTICE TO COMPLETE

43.1. If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such notice shall give not less than 14 days' notice after that day immediately following the day on which the notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. Further, if it becomes necessary for the vendor to issue a notice to complete pursuant to this clause, then the purchaser shall pay to the vendor the costs of issue of such notice assessed at \$440.00 (inclusive of GST) payable on completion.

43.2. The party serving a notice to complete may:

- (a) At any time withdraw the notice to complete; and/or
- (b) At its option issue a further notice to complete which must nominate a date by which this contract is to be completed, which date need not be at least fourteen (14) days after the date of service of the further notice to complete but will be in the absolute discretion of the vendor (but no earlier than the expiry date of the first notice to complete).

44. COMPLETION

44.1. The completion date is the later of the following days:

- a) The 21st day after the vendor's solicitor has advised the purchaser's solicitor in writing that the subdivision plan has been registered with NSW LRS and provided a copy of that registered Subdivision Plan and other documents registered with that plan; or
- b) The 30th day after the date of this Contract.

45. AMENDMENTS TO STANDARD CONDITIONS

- a) Clause 4.5 is amended by deleting "7 days" and replacing with "14 days";
- b) Clause 4.10 is amended by deleting "2 business days" and replacing it with "5 business days";
- c) Clause 5.2.1 is amended by deleting "21 days" and replacing with "7 days";
- d) Clause 5.2.2 is amended by deleting "21 days" and replacing with "7 days";
- e) Clause 6.2 is deleted;
- f) Clause 7.1.1 is deleted;
- g) Clause 7.2.1 is amended by deleting "10%" and replacing with "5%";
- h) Clause 7.2.4 is amended by deleting the words "and costs of the purchaser";
- i) Clause 14.4.2 is deleted;
- j) Clause 14.8 is deleted;
- k) Clause 20.6.8 is deleted;
- l) Clause 20.16.1 is amended by adding after the word "electronically" the following words "which includes a scanned copy of a wet ink signature";
- m) Clause 30.7 is deleted; and
- n) Clause 31.3 is amended by deleting "2 business days" and replacing it with "5 business days".

46. REQUISITIONS ON TITLE

The purchaser acknowledges that his rights to raise standard requisitions on title in respect of this Contract and the property the subject of this Contract are limited to raising requisitions in the form annexed hereto and marked "A".

47. SALE SUBJECT TO REGISTRATION OF PLAN OF SUBDIVISION

This Contract is subject to and conditional upon development approval and subsequent granting of consent to the Draft Subdivision Plan (**the Plan**) annexed hereto by the proper authority or authorities and registration of the Plan as required by law. The vendor agrees to use his best endeavors to have the Plan approved and registered and will do so at his own expense PROVIDED THAT in the event of such registration not being effected for any reason within eighteen months (18) months from the date hereof (**Sunset Date**), then EITHER PARTY may by notice in writing to the other but prior to actual registration being effected, rescind this Contract, whereupon the provisions of clause 19 hereof shall apply. Notwithstanding, if such registration is delayed because of any cause or matter beyond the control of the vendor, then the vendor may serve a notice on the purchaser extending the date for registration for a further period but for no longer than six (6) months.

48. LOT NUMBERS ETC. PROVISIONAL AND RIGHT TO MAKE ALTERATIONS

48.1. All lot numbers, boundary positions, measurements and dimensions shown on the Plan are provisional and are subject to the measurements and dimensions shown on the Plan are provisional and are subject to the measurements and dimensions to be shown on the plan when registered.

48.2. The vendor may make such alterations to the Plan as deemed necessary and as required to obtain approval by Council and achieve registration. The purchaser may not make any objection, requisition or claim for compensation in respect to:

- (a) any variation of the lot number of the property or any other lot;
- (b) any minor variations or discrepancies in the position, measurements or boundaries of the property;
or
- (c) any minor reduction in the area or the dimensions of the property,

as shown on the Plan and the plan as registered by the NSW LRS. If there is one or more variations and/or discrepancies in the position, measurements or boundaries of the property which involve a substantial reduction in the area of the property, the purchaser may rescind this Contract by notice in writing to the vendor. Upon rescission, the provisions of clause 19 apply and neither party will, except as provided in clause 19, have any claim against the other.

48.3. The parties acknowledge that for the purposes of this special condition:

- a) “a minor variation” is a change which does not substantially, detrimentally and permanently affect the property; and
- b) “a minor reduction in the area of the property” means a reduction of not more than five percent (5%) in the area of the property.

48.4. The purchaser must exercise this right of rescission within fourteen (14) days of notice in writing from the vendor of:

- a) the registration of the Plan; or
- b) the variation of the area of the property.

If the purchaser does not exercise the right of rescission within fourteen (14) days of either of the events above then this Contract becomes binding in all respects as though such right of rescission had not been granted.

49. NO OBJECTION TO EASEMENTS

49.1. The purchaser may not make any requisitions or claim or rescind this contract by reason of:

- a) any easements for inter-allotment drainage, easements to drain water, easements for services, easements for access, use, maintenance and construction of pipelines not disclosed on the plan or referred to in this contract and created by the registration of the plan or otherwise, prior to

completion, provided that any or all of such easements are located as near as possible to the boundaries of the property, and when practicable parallel to the nearest boundary of the property;

- b) the existence of any dams and/or natural water courses or any filling or reclaiming thereof; or
- c) any additional easements or restrictions required by the Council or any other authority or body whose consent is required in terms of the subdivision approval,

provided that such easements or dams or natural water courses do not prevent the construction of a dwelling on the property.

50. TITLE PARTICULARS

The purchaser agrees that, if the plan is not registered as at the date hereof, sufficient particulars of title shall be furnished by the vendor stating the number of the lot hereby sold and the number under which the plan has been lodged for registration at NSW LRS.

51. ADJUSTMENTS

- 51.1.** If separate assessments for Council and/or Water rates have not been issued for the property as at completion, then the amounts stated in subclause 53.3 are deemed to be the Council & Water rates for the current and subsequent periods for the property for the purposes of adjustments under clause 14, until the issue of separate assessments occurs.
- 51.2.** Council & Water rates are to be adjusted between the vendor and the purchaser in accordance with clause 14.1 on a paid basis on completion, with no regard to the actual assessment which may later be issued by Council & Sydney Water after completion.
- 51.3.** Council rates - \$1,800.00 per annum Water rates - \$275.00 per quarter
- 51.4.** If adjustment is made in accordance with this clause, the vendor will pay any assessment of Council & Water rates which relate to the period in which such rates were adjusted once the purchaser provides a copy of the assessment.
- 51.5.** If the purchaser delays completion beyond the completion date, the adjustment date will be the completion date.

52. ADDITIONAL & INCORRECT CALCULATIONS

The parties agree that if, on completion, any apportionment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by the correct calculation to be payable. This clause does not merge on completion.

53. NO CAVEAT

The purchaser may not lodge any caveat which precludes registration of the plan or any other plan, instrument, restriction, easement or right contemplated by this contract or any mortgage or variation thereof or the sale of any other lot not the subject of this contract.

54. FOREIGN TAKEOVERS ACT 1975

- 54.1.** The purchaser warrants:-
 - a) that if the purchaser is a natural person, he is ordinarily a resident of Australia and whether the purchaser is a natural person or corporation;
 - b) that the Foreign Acquisitions and Takeovers Act, 1975 (Cth) does not apply to the purchaser on this purchase.

54.2. In the event that the Foreign Takeovers Act, 1975 applies to the purchaser and this transaction, in breach of the warranty contained in this clause, the purchaser agrees to indemnify and to compensation the vendor in respect of any loss, damage penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

55. AGREEMENT AS TO EXECUTION AND EXCHANGE

55.1. The parties to this Contract agree that they will accept execution of this Contract electronically and exchange by way of providing the counterpart Contract by delivery by email or any other electronic means to the party or its legal representatives to be dated and completion of exchange to be by way of electronic document copy of the Contract being returned to the other side with such electronic document copy of the Contract becoming the original document to be relied upon by the parties.

55.2. Notwithstanding 60.1 the parties acknowledge that they are not compelled to exchange and execute electronically and it is an alternative means available to the parties should they wish to execute and exchange in that manner.

56. GST RESIDENTIAL WITHOLDING PAYMENT

56.1. The parties acknowledge that this clause only applies in the circumstance where the purchaser must make an GSTRW payment.

56.2. The vendor may at any time 14 days before the date for completion serve on the purchaser details (or amended details) of the GSTRW Payment.

56.3. The purchaser must;

- a) at least 10 business days before the date for completion; or
- b) within 2 business days following the issue of any amended details issued under clause 56.2,

whichever is the later and time being of the essence, *serve* on the vendor a copy of the duly completed and submitted 'GST property settlement withholding notification form' (including a copy of the confirmation screen which displays the Lodgement Reference Number and Payment Reference Number) submitted 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.

56.4. Subject to clauses 56.7 and 56.8, the purchaser must on or before completion hand to the vendor:

- a) A bank Cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation (for the vendor to hold subject to clause 56.6; and
- b) A 'GST property settlement date confirmation form' duly completed and capable of submission to the Australian Taxation Office;

56.5. The purchaser irrevocably authorises the vendor and its legal representative to complete or amend as the case may be any details to the 'GST property settlement date confirmation form' as may be necessary in order to ensure the proper and prompt lodgement and processing by the Australian Taxation Office of payment of the GSTRW Payment.

56.6. The vendor undertakes to pay any GSTRW Payment received under clause 56.4 promptly to the Australian Taxation Office together with the completed 'GST property settlement date confirmation form', and in any event no later than 10 business days following completion.

56.7. The purchaser may:

- a) at least 10 business days before the date for completion; or

b) within 2 business days following the issue of any amended detail issued under clause 56.2,

whichever is the later, and time being of the essence, pay the GSTRW Payment direct to the Australian Taxation Office and submit the 'GST property settlement date confirmation form', in which case the purchaser must at the same time as payment and lodgement notify the vendor in writing of such payment and submission of the form and provide the vendor with:

- a) Evidence of receipt of payment from the Australian Taxation Office of the GSTRW Payment;
- b) A copy of the 'GST property settlement date confirmation form' duly completed and submitted to the Australian Taxation Office; and
- c) A copy of the confirmation screen which displays the Australian Taxation Office receipt ID by the purchaser of the 'GST property settlement date confirmation form'.

56.8. In the event the parties settle the matter electronically under clause 30 then the parties acknowledge that payment of the GSTRW Payment under clause 56.4.a). shall be made through the electronic platform used.

57. GST - MARGIN SCHEME

57.1. This clause applies notwithstanding anything to the contrary contained in this Contract.

57.2. Any reference in this clause to terms defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the Contract indicates otherwise, a reference to the term as defined or used in that Act.

57.3. The parties agree that the consideration for the supply of the property provided in this Contract includes GST.

57.4. The vendor has elected in this Contract to utilise the margin scheme. The parties agree that the margin scheme is to apply to the sale of the property.

57.5. This clause does not merge on completion.

58. GUARANTORS

If the purchaser is a company and if that company fails for any reason to complete this purchase in accordance with the terms and conditions of this Contract, the Directors/Secretary of that company who have signed this Contract on behalf of the company guarantee the due performance of the company's obligations under this Contract in every respect as if they had personally entered into this Contract themselves.

59. RELEASE OF DEPOSIT

Notwithstanding anything else contained the deposit or any part of the deposit as the vendor may require shall be released to the vendor or as the vendor may direct unconditionally. The execution of this Contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

GUARANTOR EXECUTION CLAUSE:

FULL NAME OF PURCHASER: SSDN INVESTMENT GROUP

FULL NAME OF GUARANTOR 1:

FULL NAME OF GUARANTOR 2:

I,

certify that the Guarantor(s),
_____,
_____,
_____,
with whom I am personally acquainted or
as to whose identity I am otherwise
satisfied, signed this instrument in my
presence.

Certified correct for the purposes of the
Real Property Act 1900 by the Guarantor,

Signature of the Guarantor (1)

Signature of the Guarantor (2)

Signature of witness

Name of witness:

Address of witness:

"A"

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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 or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. 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.
15.
 - (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*.
16. 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?
17. If a swimming pool is included in the property:
- when did construction of the swimming pool commence?
 - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - are there any outstanding notices or orders?
- 18.
- To whom do the boundary fences belong?
 - Are there any party walls?
 - If the answer to Requisition (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.
 - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
 - any dedication to or use by the public of any right of way or other easement over any part of the land?
 - any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
 - 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.
 - 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?
 - any sum due to any local or public authority? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining the property?
 - any contamination?
- 22.
- Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - If so, do any of the connections for such services pass through any adjoining land?
 - Do any service connections for any other property pass through the property?
23. 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

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

Requisitions and transfer

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.

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

Equifax - hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by Equifax, ABN 26 000 602 862, <http://www.equifax.com.au/> an approved NSW Information Broker.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4312/1263706

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/4/2023	2:33 PM	3	12/11/2021

LAND

LOT 4312 IN DEPOSITED PLAN 1263706
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1263706

FIRST SCHEDULE

MADINA ESTATE PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AR611900 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



SCHEDULE OF LINES

No	BEARING	DISTANCE
1	202°24'50"	49.08
2	221°32'35"	21.81
3	219°10'25"	21.625
4	300°32'25"	20.115
5	304°51'30"	20.175
6	39°10'25"	11.08
7	278°13'20"	23.46
8	8°18'10"	20.12

SCHEDULE OF PM LINES

MARKS	SURVEY	MGA-GROUND
PM20637	97°04'49"	1070.658
PM44240 'A-B'	97°04'49"	1070.673
PM20637	97°53'16"	379.997
PM82954	97°53'16"	380.006

COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	ORIGIN	STATE
PM20637 'A'	298314.440	6244643.789	B	0.02	From SCIMS	MGA2020	FOUND
PM44240 'B'	299377.035	6244611.787	B	0.02	From SCIMS	MGA2020	FOUND
PM82954	298690.882	6244591.616	D	0.02	From SCIMS	MGA2020	FOUND

REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION
A	277°07'00"	1.45	RMGIP FD. (DP1248329)
B	133°28'00"	0.79	RMSPK FD. (DP1221395)
C	167°38'00"	0.605	RMSPK FD. (DP1221395)
D	19°52'00"	0.97	RMGIP FD. (DP996352)
E	147°40'00"	5.82	RMGIP FD. (DP813552)
F	269°34'00"	1.44	RMDH&W FD. (DP1235602)
G	190°13'40"	5.46	RMDH&W FD. (DP1235602)
H	230°16'10"	7.35	RMDH&W FD. (DP1235602)
I	317°55'00"	0.72	RMSPK FD. (DP1221395)
J	187°47'10"	15.92	RMDH&W
K	162°22'35"	17.945	RMDH&W

SURVEYOR
Name: Peter Robert Wainwright
Date: 29th April, 2020.
Reference: 22956C

PLAN OF ACQUISITION OF PART OF LOT 431 D.P.2475

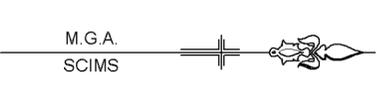
L.G.A. LIVERPOOL
Locality: AUSTRAL
Reduction Ratio: 1:1500
Lengths are in metres

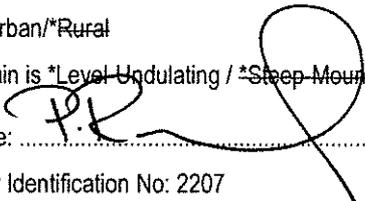
REGISTERED
26/05/2020

DP1263706

Req:R600379 / Doc:DP 1263706 P /Rev:26-May-2020 /NSW LRS /Pgs:ALL /Prt:24-Sep-202112:55 /Seq:1 of 3
© Office of the Registrar-General /Src:EQUIFAX /Ref:

Date 15-04-2020 Scale 1:100082 GDA2020 Zone 56



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
Registered:  26/05/2020 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1263706</h1>	Office Use Only
PLAN OF ACQUISITION OF PART OF LOT 431 D.P.2475	LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, PETER ROBERT WARWICK of VINCE MORGAN SURVEYORS PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 29.04.20 *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A'-'B' PM20637 TO PM44240 Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: 29.04.20 Surveyor Identification No: 2207 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.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</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. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP2475 DP1249329 DP1221395 DP596352 DP613552 DP1235602 Surveyor's Reference: 22955-C	<p style="text-align: center;">Subdivision Certificate</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. 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. LOT 4311 IS INTENDED TO BE ACQUIRED BY LIVERPOOL CITY COUNCIL FOR DRAINAGE PURPOSES.	Signatures, Seals and Section 88B Statements should appear on <p style="text-align: center;">PLAN FORM 6A</p>	

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

Registered:  26/05/2020 Office Use Only

Office Use Only

DP1263706

PLAN OF ACQUISITION OF PART OF LOT 431 D.P.2475

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.

SCHEDULE OF STREET ADDRESSES

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
4311	Not Available			
4312	Not Available			

If space is insufficient use additional annexure sheet

Surveyor's Reference: 22955-C

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

Ref.: SNC:SBR:144991:136647
Ppty: 197708

Cert. No.: 5445

Applicant:
MEEHANS SOLICITORS
DX 5136
CAMPBELLTOWN

Receipt No.: 5549543
Receipt Amt.: 62.00
Date: 11-Apr-2023

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 2 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2021. 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 4312 DP 1263706

Street Address: 270 FIFTEENTH AVENUE, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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



1. Names of relevant planning instruments and DCPs

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

LEPs:

Not Applicable

SEPPs*:

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

DCPs:

Liverpool Growth Centre Precincts DCP

(2) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation or public exhibition under the Act).

Draft LEPs:

N/A

Draft SEPPs*:

N/A

Draft DCPs:

N/A

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

This section contains information required under subclauses 2 of Schedule 2 of the EP&A Regulation 2021. 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, an environmental planning instrument or draft environmental planning instrument.

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

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 (Precincts - Western Parkland City) 2021 - Sydney Region Growth Centres

(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)

(c) Additional permitted uses apply to the land:

Nil

(d) 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

(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

No

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

No

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

No

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area:

Western Sydney Growth Areas—Special Contributions Area

4. 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 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which complying development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why 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:
------	--	--

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

Note: Despite information in the table above, complying development codes do not apply or are modified in areas subject to land-use zoning under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

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

5. Exempt development

The information below outlines whether exempt development is permitted on the land as per the provisions of clauses 1.16(1)(b1)–(d) or 1.16A SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which exempt development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why exempt 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:
General Exempt Development Code, Advertising and Signage Exempt Development Code, Temporary Uses and Structures Exempt Development Code	All	

Note: Despite information in the table above, certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which exempt 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 exempt development may or may not be carried out on the land.

Nil

6. 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

7. 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

8. 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

9. Flood related development controls

(1) Is the land, or part of the land, within the flood planning area and subject to flood-related development controls?

Yes, the land, or part of the land, is within the flood planning area and subject to flood related development controls.

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

(2) Is the land, or part of the land, between the flood planning area and the probable maximum flood (outside the flood planning area, but within the extent of the probable maximum flood), and subject to flood related development controls?

No, the land is outside the extent of the probable maximum flood and NOT subject to flood related development controls only if the land is also outside of flood planning area.

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

Note:

Flooding certificate will be provided as an annexure to Section 10.7(5) certificate only if the land, or part of the land, is within the flood planning area.

Flood planning area has the same meaning as in the Floodplain Development Manual. It is generally the 1% annual exceedance probability plus a 0.5m freeboard or as outlined in relevant DCP.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

Probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. 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 any controls from those policies, but it does not confirm if that hazard/risk is present on the land.

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
Landslip hazard	Western Sydney Aerotropolis DCP 2020	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Western Sydney Aerotropolis DCP 2020	No

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	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
	Western Sydney Aerotropolis DCP 2020	No
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
	Western Sydney Aerotropolis DCP 2020	No

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

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. 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.

13. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

14. 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

15. 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

16. Biodiversity stewardship sites*

Is the land subject to a Biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

17. 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

For information about what biodiversity certification means if your property is “Yes, certified” or “Yes, non-certified”, please visit: <https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity/biodiversity-certification>

18. 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

19. 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

20. Western Sydney Aerotropolis

As per the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis, is the land:

(a) Subject to an ANEF or ANEC contour of 20 or greater?

No

(b1) Affected by the 6km Lighting Intensity Area, or Light Control Zone?

No

(b2) Affected by the Windshear Assessment Trigger Area?

No

(c) Affected by the Obstacle Limitation Surface Area?

Yes

(d) Affected by the Public Safety Area on the Public Safety Area Map?

No

(e1) Within the 3km zone of the Wildlife Buffer Zone Map?

No

(e2) Within the 13km zone of the Wildlife Buffer Zone Map?

Yes

Note: the table above only specifies whether the land is impacted by planning controls related to the Western Sydney Airport. Planning controls also relate to the Bankstown Airport, and are not reflected in this table.

21. Development consent conditions for seniors housing*

Are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of State Environmental Planning Policy (Housing) 2021?

No

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

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in respect of proposed development on the land?

No

(2) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021?

No

(3) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 17 (1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009?

No

Note: former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. 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. This section only checks items under section 59(2)(a)–(e) of the Act and may not include all available contamination information for the site. A section 10.7(5) certificate may provide further information.

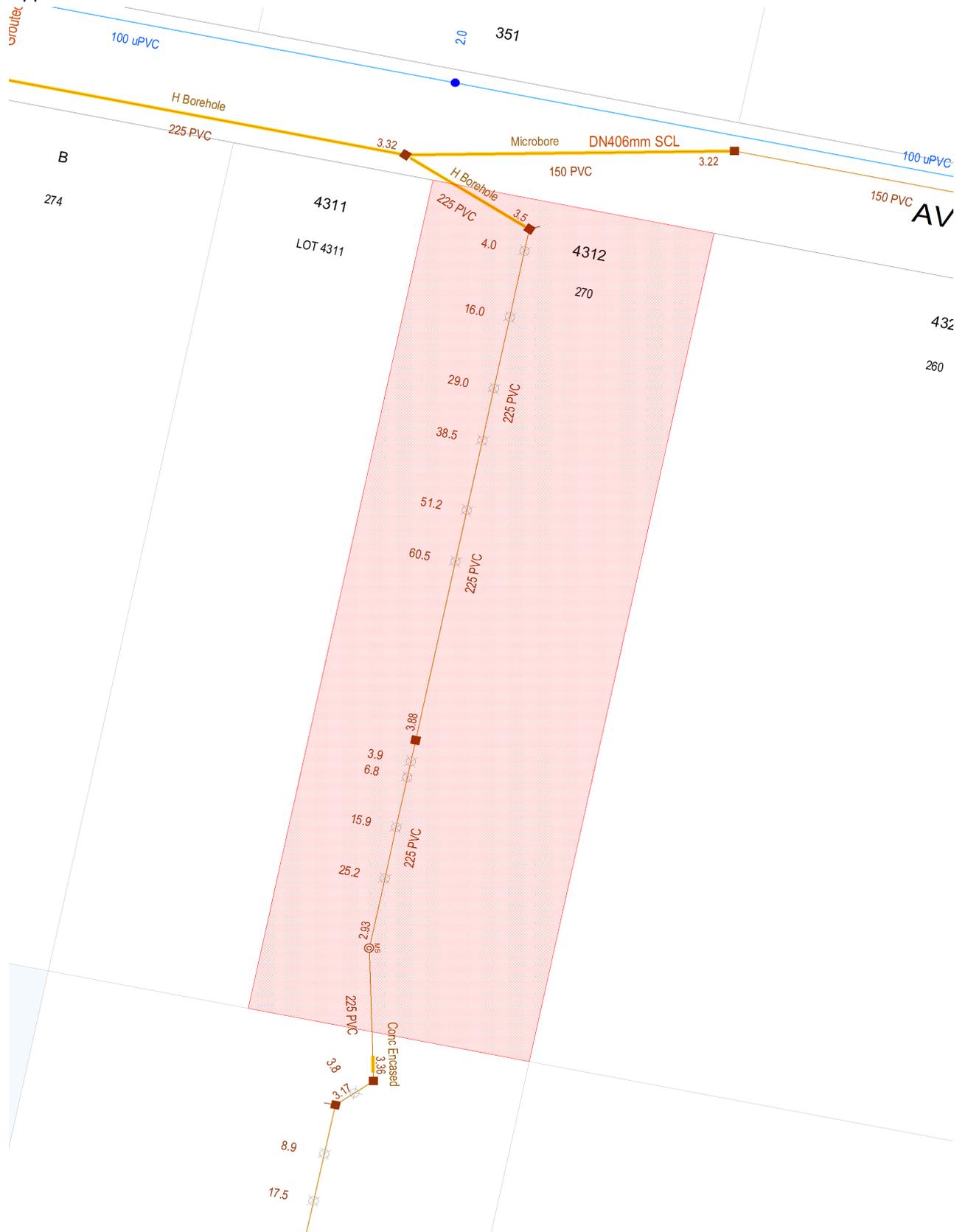


Hon John Ajaka
Chief Executive Officer
Liverpool City Council

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

Service Location Print

Application Number: 8001078350



Document generated at 24-09-2021 01:10:13 PM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

24 September 2021

Infotrack Pty Limited

Reference number: 8001078319

Property address: 270 Fifteenth Ave West Hoxton NSW 2171

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

PROPOSED

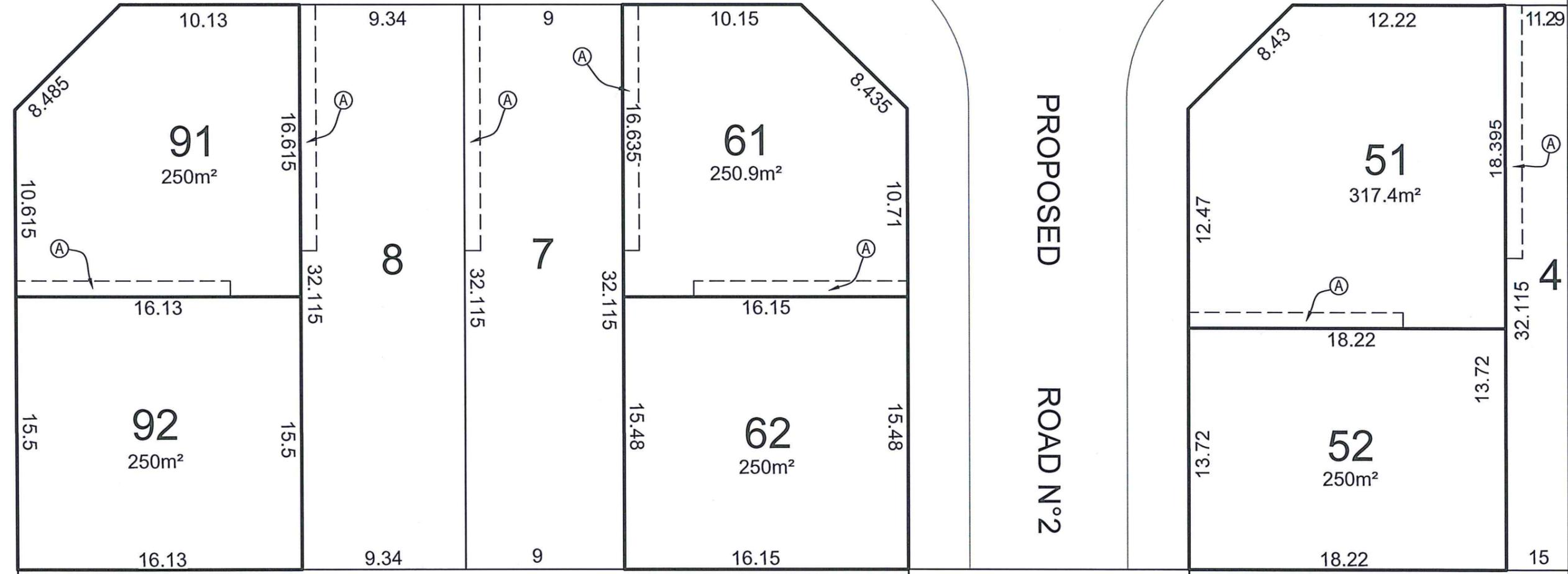
ROAD N°1

PROPOSED

ROAD N°3

PROPOSED

ROAD N°2



(A) PROPOSED EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

432
DP 2475

STAGE - 2

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BURTON & FIELD
surveying & land development

All Correspondence to:
343 Hume Highway, Liverpool, N.S.W. 2170
P.O.Box 242 Liverpool BC 1871-DX 5020 Liverpool
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Email: survey@burtonandfield.com.au
Suite 202, 2 Pembroke Street Epping, N.S.W. 2121
P.O.Box 1150, Epping 1710, DX 4413 Epping
Tel: (02) 9868-4660 Fax: (02) 9868-6035
E-mail: epping.reception@burtonandfield.com.au
Web: www.burtonandfield.com.au

PROJECT:
LOTS 51, 52, 61, 62, 91 & 92
PROPOSED SUBDIVISION LOT 4312 IN DP 1263706
LGA: LIVERPOOL
COMP REF: J:\79896\...79896_ILL_OP7_MGA2020_BEP2.1 A3

REVISION		
A	Areas added & Setbacks amended on 18.07.2023	
CLIENT: ALL PROPERTY PEOPLE		
DATE: 30.06.2023	SCALE: 1:250	SHEET
REF: S2912 / 79896_BEP/KK	DATUM: AHD	1 of 1

"Liability limited by a scheme approved
under Professional Standards Legislation"

DRAFT

OPTION 7

MGA



SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	34°28'40"	8.975	9.18	12.5
2	34°29'35"	10.155	10.46	12.5
3	41°59'45"	7.085	7.185	12.5
4	16°53'35"	3.755	3.77	12.5

4311
DP 1263706

DRAFT SUBDIVISION ONLY

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3. THE BOUNDARY POSITIONS & DIMENSIONS MAY CHANGE PRIOR TO REGISTRATION.
4. EASEMENTS, RESTRICTIONS ETC MAY CHANGE PRIOR TO REGISTRATION.
5. THIS PLAN IS SUBJECT TO COUNCIL APPROVAL.
6. THIS PLAN IS SUBJECT TO ENGINEERING DESIGN. DRAINAGE AND ROAD FORMATION HAS NOT BEEN INVESTIGATED.

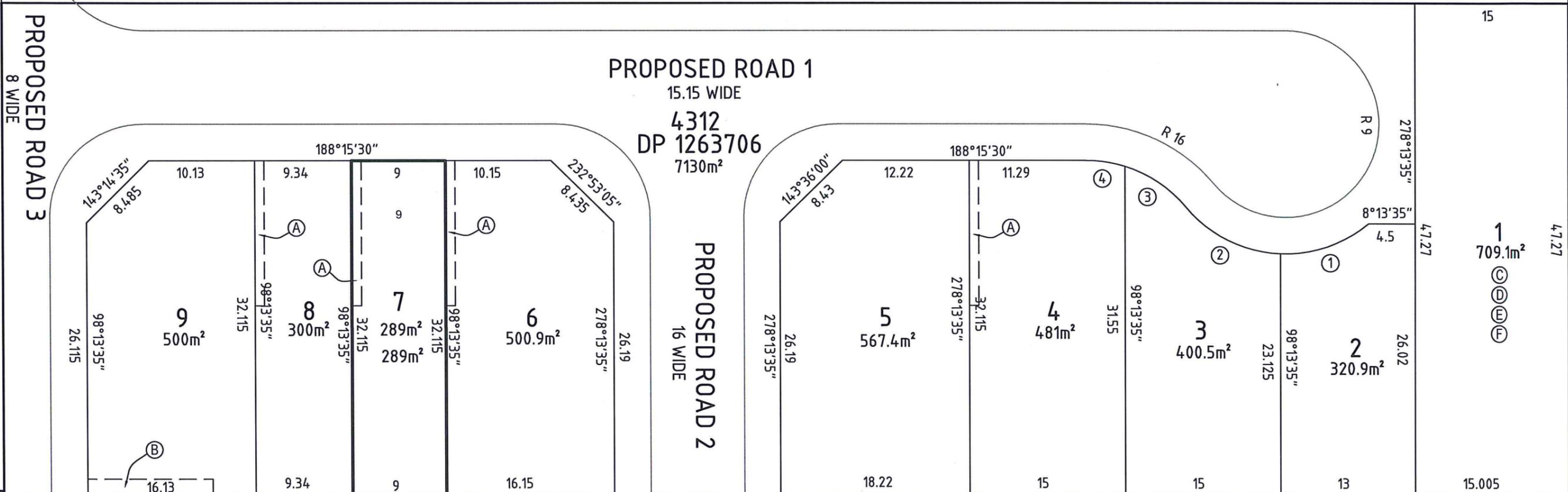
PROPOSED ROAD 3
8 WIDE

PROPOSED ROAD 1
15.15 WIDE

4312
DP 1263706
7130m²

PROPOSED ROAD 2
16 WIDE

FIFTEENTH AVENUE



8°15'30"

432
DP 2475

- (A) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
- (B) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (C) EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
- (D) RESTRICTION ON THE USE OF LAND (WHOLE OF LOT)
- (E) POSITIVE COVENANT (WHOLE OF LOT)
- (F) POSITIVE COVENANT (WHOLE OF LOT)

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Email: epping.reception@burtonandfield.com.au

343 Hume Highway, Liverpool 2170
P.O. Box 242 Liverpool BC 1871
Tel: (02) 9602-1199
Email: survey@burtonandfield.com.au
Web: www.burtonandfield.com.au

REVISION	
C	18-07-2023 ZERO LOT EASEMENTS ADDED
B	11-04-2023 PLAN AMENDED WITH EASEMENTS
A	15-11-2021 PLAN AMENDED WITH BUILDING ENVELOPE PLAN IN LOT 7
DATE:	25-02-2021
REF:	S2912-79896
SURVEYED:	DC
DRAWN:	DC
CHECKED:	SS

CLIENT:	ALL PROPERTY PEOPLE
PROJECT:	PLAN OF INDICATIVE LOT LAYOUT OF LOT4312 IN DP 1263706 AT FIFTEENTH AVENUE, AUSTRAL - OPTION 7
LGA:	LIVERPOOL
COMP REF:	J:\79896\...79896_JLL_DP7_MGA2020_REV-C.1
SIZE:	A1

ISSUE:	A
SHEET:	1
OF 2 SHEETS	
DATUM:	N/A
SCALE:	1:200

DRAFT

OPTION 7

MGA



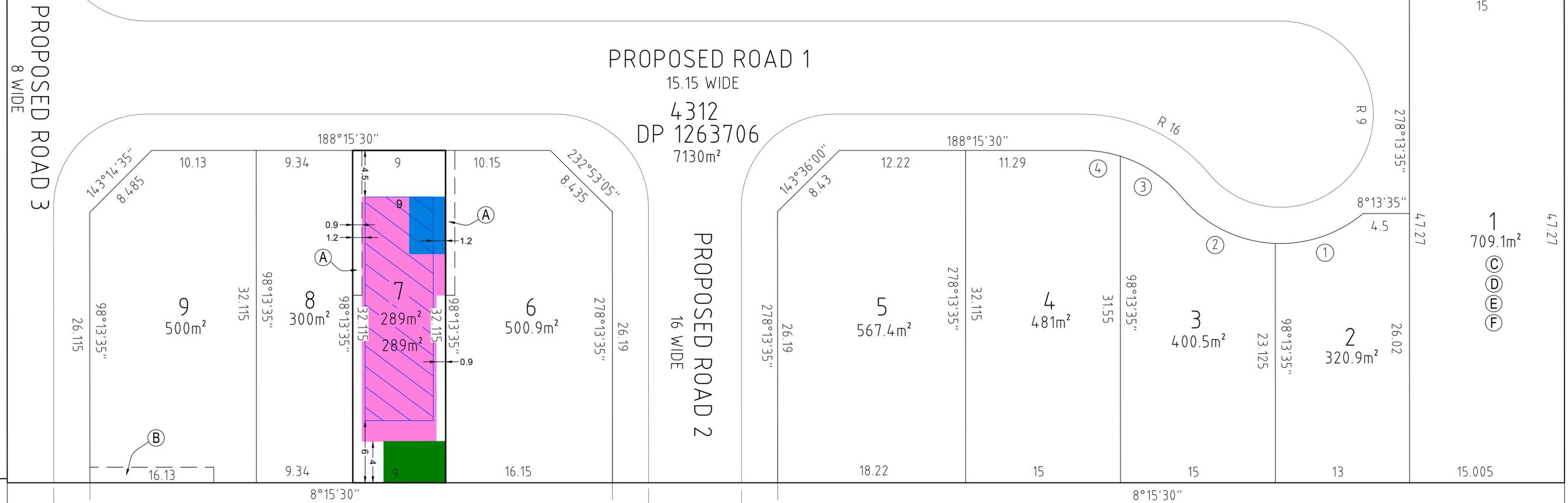
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DP 1263706

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- DENOTES PROPOSED GROUND FLOOR BUILDING ENVELOPE
- DENOTES PROPOSED LEVEL 2 BUILDING ENVELOPE
- DENOTES PRINCIPAL PRIVATE OPEN SPACE (4m x 6m)
- DENOTES PROPOSED GARAGE POSITION
- DENOTES PROPOSED ZERO LOT LENGTH

- (A) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
- (B) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (C) EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
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432
DP 2475

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REVISION																	
B	11-04-2023 PLAN AMENDED WITH EASEMENTS																
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DATE: 25-02-2021	REF: S2912-79896	SURVEYED: DRAWN: DC															
		CHECKED: SS															

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

Lengths are in metres

(Sheet 1 of 7 sheets)

DRAFT

PLAN

Plan of Subdivision of Lot 4312 in
Deposited Plan Number 1263706
Covered by Subdivision Certificate
No..... Dated.....

Full name and address of
the proprietor of the land:

MADINA ESTATE PTY LIMITED
ABN 78 632 935 374
256 EDMONDSON AVENUE
AUSTRAL NSW 2179

PART 1 (CREATION) SCHEDULE OF LOTS ETC. AFFECTED

NUMBER OF ITEM	IDENTITY OF EASEMENT OR RESTRICTION TO BE CREATED AND REFERRED TO IN THE PLAN	BURDENED LOT	LOT / AUTHORITY BENEFITED
1.	EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (A)	6 7	7 8
2.	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (B)	9	LIVERPOOL CITY COUNCIL
3.	EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) (C)	1	LIVERPOOL CITY COUNCIL
4.	RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (D)	1	LIVERPOOL CITY COUNCIL
5.	POSITIVE COVENANT (WHOLE OF LOT) (E)	1	LIVERPOOL CITY COUNCIL
6.	POSITIVE COVENANT (WHOLE OF LOT) (F)	1	LIVERPOOL CITY COUNCIL
7.	RESTRICTION ON THE USE OF LAND (WHOLE OF LOT)	7	LIVERPOOL CITY COUNCIL
8.	RESTRICTION ON THE USE OF LAND	1	LIVERPOOL CITY COUNCIL
9.	RESTRICTION ON THE USE OF LAND	2 – 9 INCLUSIVE	LIVERPOOL CITY COUNCIL
10.	RESTRICTION ON THE USE OF LAND	EACH LOT	EVERY OTHER LOT

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

PLAN

Plan of Subdivision of Lot 4312 in
Deposited Plan Number 1263706
Covered by Subdivision Certificate
No..... Dated.....

PART 2 (TERMS).

1. TERMS OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The owner of the lot benefited may:

1. with prior reasonable notice given to the Registered Proprietor or Occupier of a lot burdened, use the easement site (being that part of the Burdened Lot shown on the Plan as being affected by the Easement for Maintenance and Access 0.9 wide (and designated 'A') for the purpose of carrying out necessary work on any structure used by the owner of the benefited lot which cannot otherwise be reasonably carried out, and;
 - (a) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened, and
 - (ii) taking anything on to the lot burdened.

2. In exercising those powers, the owner of the lot benefited must:
 - (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and;
 - (c) cause as little damage as is 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.

3. The Registered Proprietor of the burdened lot is not by the creation of this easement prohibited from constructing improvements within the site of the easement being;
 - (a) eaves and/or gutters which may overhang the easement by up to 600mm,
 - (b) roof pergola beam may extend to the boundary across the site of the easement,
 - (c) fencing, gates, retaining walls and landscaping
 - (d) meter boxes for electricity and gas
 - (e) garbage bin storage
 - (f) any other similar structure or improvement which does not significantly interfere with the use and enjoyments of the easement rights of the Proprietor of the Benefited Lot.

4. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Maintenance & Access and any dispute is a civil matter to be resolved between the relevant parties.

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

PLAN

Plan of Subdivision of Lot 4312 in
Deposited Plan Number 1263706
Covered by Subdivision Certificate
No..... Dated.....

2. TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Terms as defined by Part 7 of Schedule 4A of the Conveyancing Act 1919

3. TERMS OF EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Terms as defined by Part 7 of Schedule 4A of the Conveyancing Act 1919

4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure.
- (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system, within the land so burdened without the prior written consent of Liverpool City Council.

5. TERMS OF POSITIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

1. The registered proprietor of the lot hereby burdened will in respect of the On-site Detention and Stormwater Pre-treatment System:
 - (a) Permit stormwater to be temporarily detained in the system.
 - (b) Keep the system clean and free from silt, rubbish and debris.
 - (c) Maintain and repair the whole of the system so that it functions in a safe and efficient manner.
 - (d) Replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by LIVERPOOL CITY COUNCIL.
 - (e) Carry out the matters referred to in paragraphs (b), (c), and (d) at the registered proprietor's expense.
 - (f) Not to make any alterations to the system or elements thereof without prior consent in writing of LIVERPOOL CITY COUNCIL.
 - (g) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.
 - (h) Comply with the terms of any written notice issued by LIVERPOOL CITY COUNCIL in respect of the requirements of this covenant within the time stated in the notice.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

PLAN

Plan of Subdivision of Lot 4312 in
Deposited Plan Number 1263706
Covered by Subdivision Certificate
No..... Dated.....

- (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 or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above; and
- (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 under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council’s employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment 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 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.

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

6. TERMS OF POSITIVE COVENANT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Proprietor of the burdened lot shall comply with the following:

- a) Fencing erected around the on-site detention facility and boundary is to be in accordance with approved Engineering plans (if fencing is not constructed prior to the release of the final plan of subdivision).
- b) Such fencing shall not be removed, damaged, destroyed or permitted to fall into disrepair.
- c) Fencing is not to be erected other than that approved prior to release of the final plan of subdivision.

7. TERMS OF RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Any dwelling to be erected on the burdened lot is to be sited and constructed in accordance with Approved Building Envelope Plans and notice of determination (Development Consent) issued by Council for Development Application No. 896/2021..

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

PLAN

Plan of Subdivision of Lot 4312 in
Deposited Plan Number 1263706
Covered by Subdivision Certificate
No..... Dated.....

8. TERMS OF RESTRICTION ON THE USE OF LAND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No vehicular access is permitted from the burdened lot to Fifteenth Avenue

9. TERMS OF RESTRICTION ON THE USE OF LAND NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No building or structure shall be erected on the Lot burdened unless the design of the footing system is in accordance with AS2870-2011, as recommended by the Site Classification Report prepared by
TO BE ADVISED WHEN REPORT FINALISED

10. TERMS OF RESTRICTION ON THE USE OF LAND TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

That for the benefit of any adjoining Lots owned by **MADINA ESTATE PTY LIMITED** but only during the ownership thereof by **MADINA ESTATE PTY LIMITED**, his successors and assigns other than purchasers on sale, no fences shall be erected on the lots hereby burdened to divide the same from such adjoining Lots without the consent of **MADINA ESTATE PTY LIMITED**, but such consent shall not be withheld if such fence is erected without expense to **MADINA ESTATE PTY LIMITED**, and in favour of any person dealing with the Transferee from **MADINA ESTATE PTY LIMITED** such consent shall be deemed to have been given in respect to every such fence for the time being erected.

Name of Authority empowered to Release, Vary or Modify the Easement Firstly, Secondly, Thirdly, Restrictions Fourthly, Seventhly, Eighthly, Ninthly and Tenthly and Positive Covenants Fifthly and Sixthly mentioned in the abovementioned plan, provided for any such request, the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects..

LIVERPOOL CITY COUNCIL

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

PLAN

Plan of Subdivision of Lot 4312 in
Deposited Plan Number 1263706
Covered by Subdivision Certificate
No..... Dated.....

MADINA ESTATE PTY LIMITED (ABN: 78 632 935 374)

.....
SOLE DIRECTOR / SECRETARY

.....
DATE

.....
PRINT NAME (CAPITAL LETTERS)

MORTGAGEE

DRAFT

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

PLAN

Plan of Subdivision of Lot 4312 in
Deposited Plan Number 1263706
Covered by Subdivision Certificate
No..... Dated.....

LIVERPOOL CITY COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1993

.....
Signature of Delegate

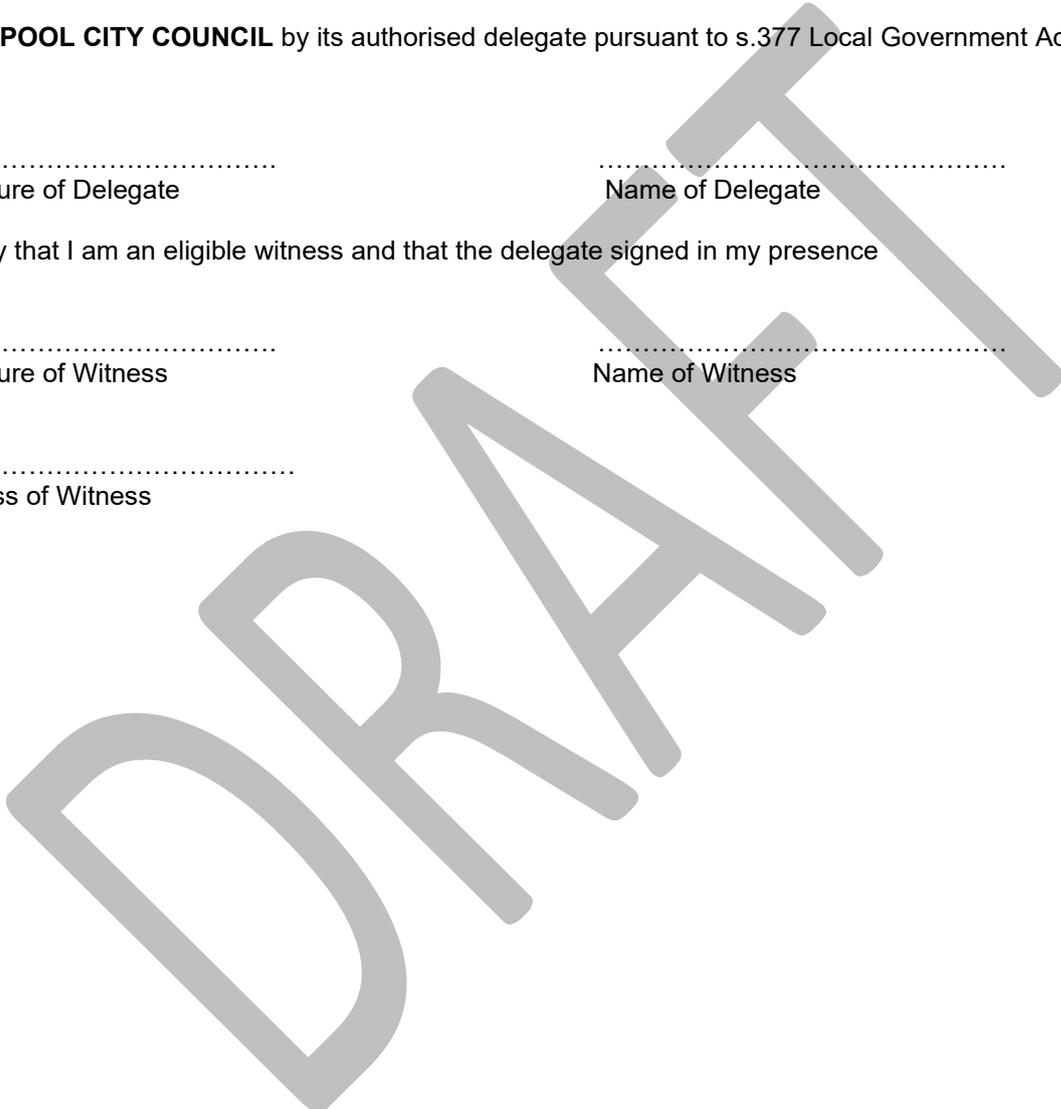
.....
Name of Delegate

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

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness



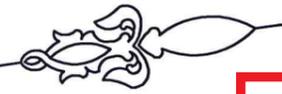
.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

DRAFT

OPTION 7

MGA



LIVERPOOL CITY COUNCIL

Endorsed document in relation to:

DA-896/2021

In accordance with the Environmental Planning and Assessment Act 1979

FIFTEENTH AVENUE 98°13'10"

SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	349°28'40"	8.975	9.18	12.5
2	34°29'35"	10.155	10.46	12.5
3	41°59'45"	7.085	7.185	12.5
4	16°53'35"	3.755	3.77	12.5

4311 DP 1263706

DRAFT SUBDIVISION ONLY

- THIS PLAN HAS BEEN PREPARED FROM INFORMATION PROVIDED TO BURTON & FIELD.
- THIS PLAN IS DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. MINOR ALTERATIONS MAY BE REQUIRED PRIOR TO ACCEPTANCE & REGISTRATION.
- THE BOUNDARY POSITIONS & DIMENSIONS MAY CHANGE PRIOR TO REGISTRATION.
- EASEMENTS, RESTRICTIONS ETC MAY CHANGE PRIOR TO REGISTRATION.
- THIS PLAN IS SUBJECT TO COUNCIL APPROVAL.
- THIS PLAN IS SUBJECT TO ENGINEERING DESIGN. DRAINAGE AND ROAD FORMATION HAS NOT BEEN INVESTIGATED.

8°15'30"

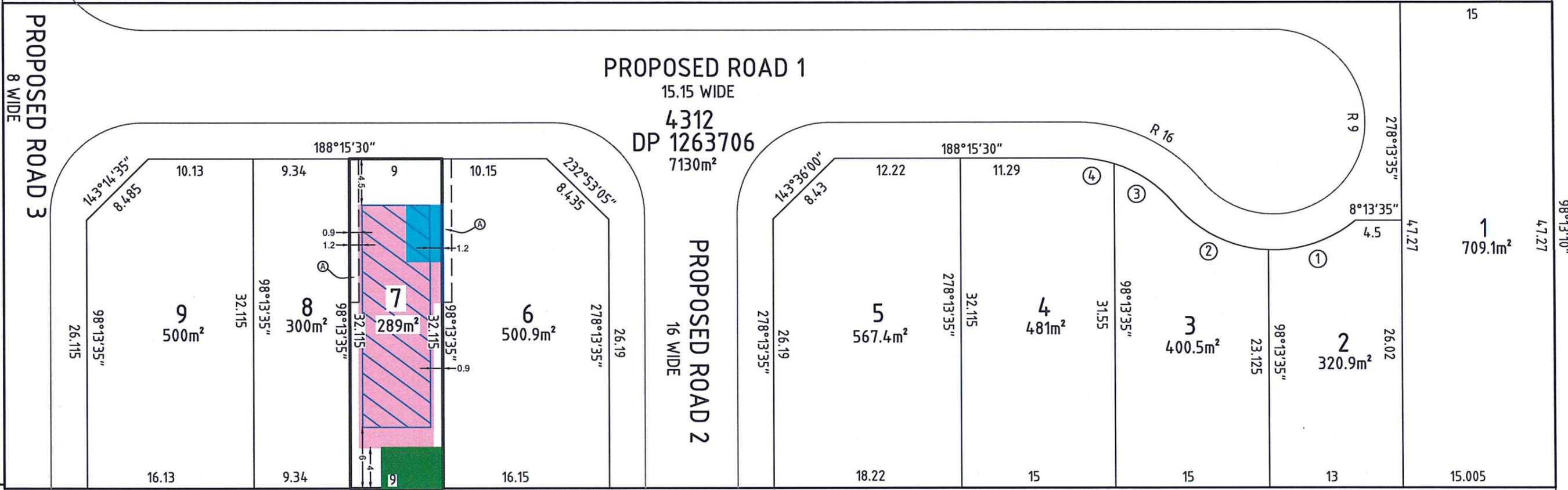
PROPOSED ROAD 1 15.15 WIDE

4312 DP 1263706 7130m²

PROPOSED ROAD 2 16 WIDE

432 DP 2475

PROPOSED ROAD 3 8 WIDE



(A) PROPOSED EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

- DENOTES PROPOSED GROUND FLOOR BUILDING ENVELOPE
- DENOTES PROPOSED LEVEL 2 BUILDING ENVELOPE
- DENOTES PRINCIPAL PRIVATE OPEN SPACE (4m x 6m)
- DENOTES PROPOSED GARAGE POSITION
- DENOTES PROPOSED ZERO LOT LENGTH

CAUTION:
 INFORMATION CONTAINED IN THIS PLAN IS THE COPYRIGHT OF BURTON AND FIELD PTY LIMITED. THE USE, DUPLICATION (WHETHER IN PART OR FULL) WITHOUT WRITTEN CONSENT OF BURTON AND FIELD PTY LIMITED CONSTITUTES AN INFRINGEMENT OF COPYRIGHT.



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 Tel: (02) 9868-4660
 Email: epping.reception@burtonandfield.com.au
 343 Hume Highway, Liverpool 2170
 P.O. Box 242 Liverpool BC 1871
 Tel: (02) 9602-1199
 Email: survey@burtonandfield.com.au
 Web: www.burtonandfield.com.au

REVISION	
A	15-11-2021 PLAN AMENDED WITH BUILDING ENVELOPE PLAN IN LOT 7
DATE:	25-02-2021
REF:	S2912-79896
SURVEYED:	DRAWN: DC
CHECKED:	SS

CLIENT: ALL PROPERTY PEOPLE	ISSUE: A
PROJECT: PLAN OF INDICATIVE LOT LAYOUT OF LOT 4312 IN DP 1263706 AT FIFTEENTH AVENUE, AUSTRAL - OPTION 7	SHEET: 1 OF 2 SHEETS
LGA: LIVERPOOL	DATUM: N/A
COMP REF: J:\79896\...79896_JLL_DP7_MGA2020_REV-A	SCALE: 1:200
SIZE: A1	

PROPOSED

ROAD N°1

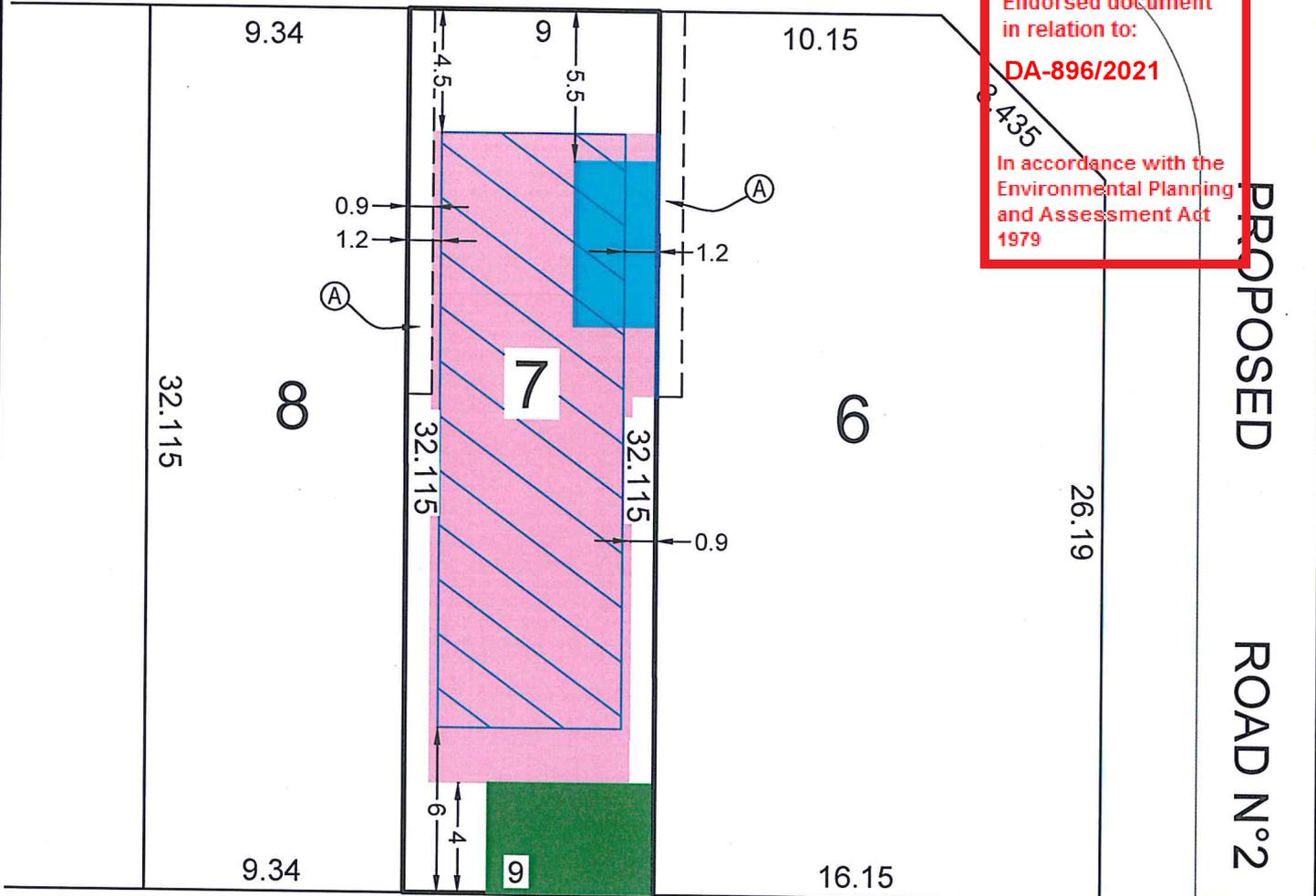
MGA2020

LIVERPOOL CITY COUNCIL

Endorsed document in relation to:

DA-896/2021

In accordance with the Environmental Planning and Assessment Act 1979



(A) PROPOSED EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE

- DENOTES PROPOSED GROUND FLOOR BUILDING ENVELOPE
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- DENOTES PROPOSED ZERO LOT LENGTH



BURTON & FIELD
surveying & land development

All Correspondence to:
 343 Hume Highway, Liverpool, N.S.W. 2170
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 Tel: (02) 9602-1199 Fax: (02) 9821-2620
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 P.O.Box 1150, Epping, N.S.W. 1710
 Tel: (02) 9868-4660 Fax: (02) 9868-6035
 E-mail: epping.reception@burtonandfield.com.au
 Web: www.burtonandfield.com.au

CLIENT: ALL PROPERTY PEOPLE

PROJECT: TYPICAL BUILDING ENVELOPE
LOT 7, PROPOSED SUB'N LOT 4312 IN DP 1263706

COUNCIL: LIVERPOOL

DATE: 30.06.2023

SCALE: 1:250

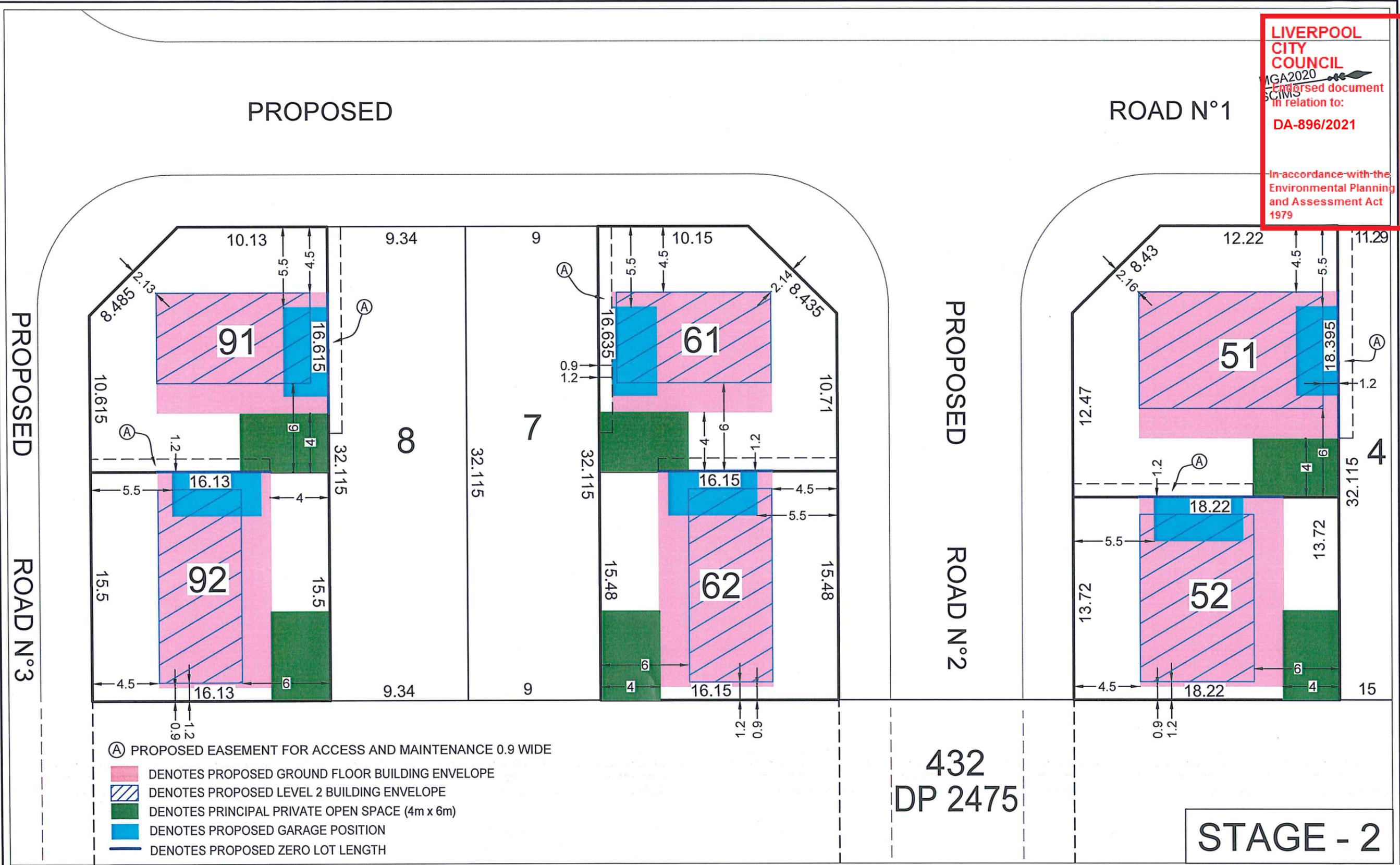
DATUM:

FILE REF: J:/79896/..79896_ILL_OP7_MGA2020_BEP (LOT_7)

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LIVERPOOL CITY COUNCIL
 MGA2020
 SCIMS
 Endorsed document
 in relation to:
DA-896/2021

In accordance with the
 Environmental Planning
 and Assessment Act
 1979



- (A) PROPOSED EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE
- DENOTES PROPOSED GROUND FLOOR BUILDING ENVELOPE
- DENOTES PROPOSED LEVEL 2 BUILDING ENVELOPE
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- DENOTES PROPOSED GARAGE POSITION
- DENOTES PROPOSED ZERO LOT LENGTH

432
 DP 2475

STAGE - 2

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BURTON & FIELD
 surveying & land development

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 E-mail: epping.reception@burtonandfield.com.au
 Web: www.burtonandfield.com.au

PROJECT:
TYPICAL BUILDING ENVELOPE
LOTS 51, 52, 61, 62, 91 & 92
PROPOSED SUBDIVISION LOT 4312 IN DP 1263706
 LGA: LIVERPOOL
 COMP REF: J:\79896\...79896_ILL_OP7_MGA2020_BEP1 A3

REVISION		
CLIENT: ALL PROPERTY PEOPLE		
DATE: 30.06.2023	SCALE: 1:250	SHEET
REF: S2912 / 79896_BEP/KK	DATUM: AHD	1 of 1

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 under Professional Standards Legislation"*