Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor		
vendor's solicitor		**Phone:** **Fax:** **Ref:**
date for completion	**See special condition 65**	(clause 15)
land (address, plan details and title reference)	**Lot , 50-56 Thirteenth Avenue and 105-135 Twelfth Avenue, Austral, 2179** **Registered Plan: Lot xxx in an unregistered plan of subdivision of lots 704 & 705 in Deposited Plan 1294970** **Folio Identifier 704/1294970, 705/1294970, 706/1294970, 707/1294970, 708/1294970 & 709/1294970** ☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: vacant land	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			
exclusions				
purchaser				
purchaser's solicitor				**Phone:** **Email:**
price				
deposit	_____			(10% of the price, unless otherwise stated)
balance				
contract date				(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

FIRB approval required ☐ NO ☐ yes

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

SIGNING PAGE

VENDOR	PURCHASER
Signed by Vendor Vendor	**Signed** by Purchaser Purchaser

VENDOR (COMPANY)		PURCHASER (COMPANY)	
Signed by Thirteenth Ave 230 Pty Ltd ACN 644 252 460 as trustee for Crown Trust 53 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
Signature of authorised person	Signature of authorised person	Signature of authorised person	Signature of authorised person
Name of authorised person	Name of authorised person	Name of authorised person	Name of authorised person
Office held	Office held	Office held	Office held

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This is the execution page to the contract for sale between Thirteenth Ave 230 Pty Ltd, ACN 644 252 460 as trustee for Crown Trust 53, ABN 70 851 397 981 and the Purchaser for Lot [ ] in an unregistered plan of subdivision of Lots 704, 705, 706, 707, 708 and 709 in Deposited Plan 1294970, being part folio identifiers 704/1294970, 705/1294970, 706/1294970, 707/1294970, 708/1294970, 709/1294970 dated

Vendor)
)

Executed by Thirteenth Ave 230 Pty Ltd, ACN 644 252 460 by its attorney Jennifer Elizabeth Gentles pursuant to power of attorney dated

Witness

Attorney

Name:

Purchaser

Executed by
Pursuant to s127 of the Corporations Act 2001

Sole Director Secretary

Name:

)
)

Executed by
Pursuant to s127 of the Corporations Act 2001

Director

Director/Secretary

Name:

Name:

Executed by
In the presence of

_____
Purchaser

_____
Witness

Name:

_____
Purchaser

Executed by
In the presence of

_____
Witness

Name:

Guarantor

)
)

Executed by
In the presence of

_____
Guarantor

_____
Witness

Name:

Executed by
In the presence of

_____
Guarantor

_____
Witness

Name:

SECTION 66W CERTIFICATE

I, of , certify as follows:

1. I am a currently admitted to practise in New South Wales;

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **50-56 Thirteenth Avenue and 105-135 Twelfth Avenue, Austral**, from **Thirteenth Ave 230 Pty Ltd ACN 644 252 460 as trustee for Crown Trust 53** to in order that there is no cooling off period in relation to that contract;

3. I do not act for **Thirteenth Ave 230 Pty Ltd ACN 644 252 460 as trustee for Crown Trust 53** and am not employed in the legal practice of a solicitor acting for **Thirteenth Ave 230 Pty Ltd ACN 644 252 460 as trustee for Crown Trust 53** nor am I a member or employee of a firm of which a solicitor acting for **Thirteenth Ave 230 Pty Ltd ACN 644 252 460 as trustee for Crown Trust 53** is a member or employee; and

4. I have explained to :

   (a) The effect of the contract for the purchase of that property;

   (b) The nature of this certificate; and

   (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

_____

Choices

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

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

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: **Thirteenth Ave 230 Pty Ltd ACN 644 252 460 as trustee for Crown Trust 53**

Supplier's ABN: **70 851 397 981**

Supplier's GST branch number (if applicable):

Supplier's business address: **Suite 502, Level 5, Plaza Building Australia Square, 95 Pitt Street, Sydney, NSW 2000**

Supplier's representative: **George Sorouni**

Supplier's contact phone number: **8259 8080**

Supplier's proportion of *GSTRW payment*: **100%**

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

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): **7% of the Price**

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☒ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☒ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☒ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

Other

- ☐ 60

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

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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.

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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.

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WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. 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.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act*, that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*, or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL*;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property*;
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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*.

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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 *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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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.

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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).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

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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.

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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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 earnt 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

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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.

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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.

30-56 THIRTEENTH AVE AND 105-135 TWELFTH AVE
ACSTRAL 2179

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SPECIAL CONDITIONS

PART A - GENERAL

33. Amendment to Printed Conditions

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

(a) Clause 1 – definition of '*depositholder*', delete the words '*vendor's agent*' and replace with '*vendor's solicitor*';

(b) definition of '*settlement cheque*' – replace with '*an unendorsed bank cheque made payable to the person to be paid, or if authorised in writing by the vendor or the vendors solicitor, some other cheque*';

(c) Clause 1 - definition of '*work order*' - add the words "*from any competent authority or adjoining owner*" at the end of '*order*';

(d) Clause 2.4 - delete the words '*cash (up to $2000) or*';

(e) Clause 5.2.1 - delete the words '*or it is a general question about the property or the title*';

(f) Clause 5.2.3 - delete the whole clause;

(g) Clause 7.2.1 – replace '*10%*' with '*1%*';

(h) Clause 8.2 – delete;

(i) Insert after Clause 9.1 the words '*and if the deposit is less than 10% of the price recover the difference between the 10% of the price and the deposit paid.*';

(j) Clause 10.1 - in 10.1.8 and 10.1.9, delete the word '*substance*' where appearing and replace with the word '*existence*' and delete the word '*disclosed*' where appearing and replace with the word '*noted*';

(k) Clause 12 - delete;

(l) Clause 14.4.2 is deleted in its entirety;

(m) Clause 14.8 - add the words '*by any competent authority*' after the word '*started*';

(n) Clause 16.6 - delete;;

(o) Clause 17.3 – delete;

(p) Clause 22.1 – add at the end '*and the purchaser is an Australian permanent resident and is not required to lodge an application under that Act in relation to its acquisition of the property*';

(q) Clause 28 - delete;

(r) Clause 29 – delete; and

(s) Clause 31.4 - delete.

34. Special Conditions to Prevail

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

35. Annexure as Agent

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

36. No Warranty

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

37. Interpretation

a) The following expressions have the following meanings for the purposes of this contract: -

"Acceptable Reduction" means a reduction in the dimensions or the area of the property specified in the Draft Plan that is less than or equal to five per cent (5.0%).

"Council" means Liverpool City Council.

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

"Development Activities" means:

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

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

"Disclosure Statement" means the disclosure statement and compulsory annexure required pursuant to section 66ZM of the Conveyancing Act 1919 annexed to this contract, as amended from time to time.

"Draft Plan" means the draft plan annexed to this deed, as amended from time to time.

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

"Event of Delay" means any one or more of the following reasons:
(a) industrial conditions;
(b) inclement weather;
(c) latent conditions on the Parcel;
(d) repudiation or abandonment;
(e) changes in the law;
(f) directions by an Authority;
(g) delays in obtaining any approval or consent required to register the Plan;
(h) delays in securing presales or finance for the development; and
(i) any other event not contemplated by the Vendor.

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

"Parcel" means the land to be subdivided by the Plan, being folio identifiers 704/1294970, 705/1294970, 706/1294970, 707/1294970, 708/1294970, 709/1294970.

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

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

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

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

"Specified Date" means 30/06/2026.

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

b) Each clause in this contract is severable from each other clause. If for any reason any clause is unenforceable, due to the operation of section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulations 2017* as amended or otherwise, this contract is to be read and construed as if that clause is severed from this contract and the unenforceability of that clause is not to prejudice or in any way affect the enforceability of any of the remaining clauses.
c) Notwithstanding the completion of this contract, and notwithstanding the registration of the transfer in favour of the Purchaser, any clause to which effect is not given by such completion or registration and which is capable of taking effect after completion or registration is not to merge but remain in full force and effect.
d) All headings contained in this contract are for guidance only and do not form part of the substance of this contract.
e) In this contract, words importing the singular number or plural number include the plural number and singular number respectively, words importing one gender include all other genders, and the word **"person"** includes corporations.
f) This contract is to be construed according to the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales in respect of all matters arising under or in connection with this contract.

g) The Purchaser acknowledges that at the time it executed this contract the following copy documents were annexed hereto:

A	Draft Plan
B	Draft Section 88B Instrument
C	Title Requisitions
D	Folio Identifiers 704/1294970, 705/1294970, 706/1294970, 707/1294970, 708/1294970, 709/1294970
E	Title Diagram, Deposited Plan and Dealings
F	Section 10.7 Certificates from Council
G	Sewer Service Information
H	Disclosure Statement
I	Building Envelope Plan

The Purchaser may not make any objection, requisition or claim for compensation, delay completion or rescind or terminate this contract regarding the same.

38. Whole Agreement

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

39. Purchaser Relies Upon Own Enquiries

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

40. Incapacity

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

(a) should die, become mentally incompetent, or bankrupt;

(b) is made the subject of an order, or an effective resolution is passed, for the winding up of the Purchaser;

(c) enters into any scheme of arrangement with its creditor under the Corporations Act or other relevant legislation;

(d) has an administrator, liquidator, receiver, provisional liquidator or official manager appointed,

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

41. Agent

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

42. Claim for Compensation

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

43. No Caveats Prior to Registration

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

44. No Assignment by Purchaser

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

45. Credit Code

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

46. GST

(a) In this clause expressions that are not defined, but which have a defined meaning in the GST Law, have the same meaning.

(b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this contract are inclusive of GST.

(c) The Vendor and Purchaser agree that the margin scheme is to apply to the taxable supply of real property supplied under this contract.

(d) Notwithstanding paragraph (c), the Vendor may before completion notify the Purchaser that the Vendor will not be calculating GST under the margin scheme, in which event, the parties will be deemed to have agreed to that effect.

(e) If GST is calculated under the margin scheme the Purchaser acknowledges that the Purchaser may not claim an input tax credit in respect of the GST paid by the Purchaser (which is included in the price) and the Vendor is not required to give the Purchaser a tax invoice.

47. Notices

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

(a) The sender's computer indicates that the email did not reach its destination;

(b) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission is deemed not to have been given or made; or

(c) the time of despatch is not a day on which business is generally carried on in the place to which the notice is sent or is at or after 17.00 (local time) on a business day, in which case the document is to be deemed received on the next business day.

PART B - DEPOSIT

48. Deposit not invested

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

49. Deposit by Instalments

The parties agree that the ten (10) per cent deposit is payable as follows,

(a) Five (5%) on the date of this contract;

(b) Five (5%) on the date being 6 months after the date of this contract, or if it is otherwise agreed in writing by the parties, on the earlier of:

(a) immediately upon demand by the Vendor in the event that the Purchaser does not comply with this contract (or a notice under or relating to it) in any respect; or

(b) Upon completion of this contract.

50. Bank Guarantee

(a) This clause applies if a bank guarantee in favour of the Vendor has been accepted as the deposit or as any part of the deposit.

(b) In this clause required rating means:

1. A financial strength rating of A1 or higher from Moody's Investor Services Inc, a corporation organised and existing under the laws of the state of Delaware in the United States of America; or
2. A financial strength rating of A+ or higher from Standard and Poors (Australia) Pty Limited, a company incorporated in Victoria.

(c) Subject to the balance of this clause, the delivery of a bank guarantee on or before the date of this contract to the Vendor's solicitor will, to the extent of the amount guaranteed, be deemed for the purposes of this contract to be the payment of the deposit in accordance with this contract.

(d) The Purchaser must pay the amount stipulated in the bank guarantee to the Vendor by unendorsed bank cheque or as otherwise directed on the earlier of completion or within 2 business days of the Vendor serving notice on the Purchaser claiming forfeiture of the deposit.

(e) If the Purchaser does not comply with paragraph (d), the Purchaser is immediately in breach of an essential condition of this contract and the Vendor may without further notice to the Purchaser demand payment of the amount stipulated in the bank guarantee from its issuer.

(f) If the bank guarantee has an expiry date:

1. The expiry date must not be before **30 June 2026**; and
2. The Purchaser must, if completion has not taken place at least one (1) month before that expiry date, promptly serve a replacement bank guarantee on the same terms as the original bank guarantee except that the bank guarantee must expire at least one (1) year after that expiry date.

(g) If at any time the issuer of the bank guarantee does not meet the required rating, the Purchaser must serve a replacement bank guarantee on the same terms as the original bank guarantee. The replacement bank guarantee must be from an issuer meeting the required rating.

(h) The obligations of the Purchaser under this clause 50 are essential.

PART C - DEVELOPMENT

51. Carrying out of Works

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

(a) the Vendor must cause the Works to be carried out in a proper and workmanlike manner;

(b) the Property will be configured in general accordance with the Draft Plan and otherwise in accordance with the Development Consent and the requirements and approvals of the Council from time to time; and

(c) if any disagreement arises between the Vendor and Purchaser in relation to this clause, either party may refer the disagreement to an expert nominated by the President and the expert's decision shall be final and binding on the parties, including any decision as to the party or parties who are to bear the cost of the determination.

52. Development of Parcel and disclosure

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

i. carry out Development Activities on the Parcel substantially in accordance with the Development Consent;

ii. create easements, restriction on use and positive covenants, including those set out in the Draft Section 88B Instrument;

iii. register the following documents:

a. the Plan;

b. the Section 88B Instrument (if required); and

c. any other document considered necessary or appropriate or that is required by a relevant Authority;

iv. Initially service the wastewater from the Parcel with an Interim Operating Procedure (IOP) until Sydney Water permits connection to the wastewater network currently forecast by Sydney Water for December 2026. The Vendor will manage the IOP to Sydney Water requirements, make the final connection to the wastewater network and decommission the IOP at its cost. The location of the IOP is shown in the wastewater scheme diagram annexed to this contract. The IOP comprises pump out wells and tankering to a licensed disposal facility; and

v. before, and after completion (excluding the property):

a. conduct development, construction, selling and leasing activities on the Parcel;

b. place and maintain on the Parcel signs in connection with selling and leasing activities; and

c. place and maintain on, or use any part of, the Parcel as a stall, office or facility for salespersons, as the Vendor in its absolute discretion thinks fit; and

the Purchaser may not make any objection, requisition or claim for compensation, delay completion or rescind or terminate this contract regarding anything referred to or disclosed in this clause and this clause does not merge upon completion of this contract.

53. Purchaser Acknowledgements

(a) **Variations**

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

i. any increase in the area of the property shown on the Draft Plan or any Acceptable Reduction;

ii. any redefinition of the boundaries of the Parcel;

iii. any variation to road realignment or dedication;

iv. subject to clause 53(b), any leases, easements, restrictions on use, building covenants, or other rights or other limitations, dedications, deposits or security bonds relating to the provision of services;

v. any variation to the proposed boundaries between the Lots, other than the property; or

vi. subject to clause 53(b), the effecting or implementation of any other matter referred to in clause 52.

(b) **Purchaser's right to rescind**

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

i. create any dedication, easement or restrictions on use, building covenant not referred to in the Draft Section 88B Instrument or otherwise disclosed in this contract; or

ii. reduce the area or dimensions of the property in a manner which is not an Acceptable Reduction,

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

(c) **Exercise of Rescission Rights**

The right of rescission referred to in clause 53(b) must be exercised within fourteen (14) days, time being of the essence, of:

i. the issue of notification of the relevant variation by the Vendor to the Purchaser; or

ii. if clause 53(d) applies, the notification by either party to the other party of the expert's decision,

in which case the provisions of clause 19 shall apply.

(d) **Dispute**

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

PART D - CONDITION OF PROPERTY

54. Condition and state of repair

Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2017, as amended:*

(a) the Purchaser accepts the property subject to all faults and defects both latent and patent, and any infestations and dilapidations, and the Purchaser is not to make any objection, requisition or claim for compensation, delay completion or rescind or terminate this contract regarding the same; and

(b) the Purchaser may not make any objection, requisition or claim for compensation, delay completion or rescind or terminate this contract if any water or sewerage main or any underground or surface stormwater pipe or drain passes through, over or under, or if any sewer, manhole or vent is on the property, or if the property is connected with the sewer.

55. No Survey Report

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

56. Boundary Fences

(a) No objection shall be taken, nor shall the Purchaser make any objections, requisitions or claim for compensation, delay completion or rescind or terminate this contract if any boundary of the Parcel is not fenced or that any fence or wall erected is not upon or within such boundary.

(b) The Purchaser may not require the Vendor to contribute to the cost of any dividing fence between the property and any adjoining land owned by any of them or between lots in the Draft Plan or Plan. The Purchaser indemnifies and continues to indemnify the Vendor for any breach of this clause by the Purchaser. This clause does not merge on completion.

PART E- REGISTRATION

57. Conditional Contract

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

(a) the Plan; and

(b) the Section 88B Instrument, but only if required by the Vendor.

58. Extension to the Specified Date

(a) By written notice or notices served on the Purchaser, the Vendor may extend the Specified Date by a day for each day the Development Activities are delayed by an Event of Delay by specifying the number of days in the relevant notice up to a maximum aggregate extension of 12 months.

(b) The Specified Date will automatically be extended by that number of days when a notice is issued.

(c) The number of days of delay shall be determined by the Vendor's surveyor or project manager, whose decision shall be final and binding on the parties.

(d) The Purchaser may not make any objection, requisitions or claims for compensation or delay completion or rescind or terminate this contract arising out of this clause.

59. Non-Satisfaction

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

60. Services

The Vendor specifically discloses that:

(a) The Vendor is only required to install the services required by the Council;

(b) A sewer service diagram is not available from Sydney Water and any sewer service reference sheet attached to this contract as supplied by Sydney Water may not reflect the position of the sewer pipes on the Parcel or the property as at the date of completion;

(c) the Vendor will install the services required by Council and other services in the Parcel through pipes, wires and cables; and

(d) Any draft Sydney Water Development Control Plan annexed to this contract, may not reflect the exact position of the sewer on the Parcel or the property at the time of completion.

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

61. Requisitions

For the purposes of clause 5.1, the requisitions or general questions about the property or the title for the property must be in the form of, and are limited to those annexed to this deed and the purchaser acknowledges the replies to requisitions annexed to this contract.

62. Adjustments

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

63. No Impediment

The Purchaser must not:

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

(b) procure or request any person to do anything which may delay or prevent the implementation of or giving effect to any of the Restricted Matters.

64. No Objection

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

PART F – COMPLETION

65. Completion

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

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

(b) 21 days from the date of this contract.

66. Notice to complete

(a) For the purpose of Clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued in order to make time the essence of this contract. The Vendor may at any time withdraw the notice to complete without prejudice to the Vendor's continuing right to give any further notice to complete.

(b) If completion does not take place on or before the date specified by the contract otherwise than as a result of any default by the Vendor the Purchaser shall pay interest at the rate of 10% per cent per annum on the balance of the purchase price and any other moneys owing pursuant to this contract from the date for completion until the date completion actually takes place (but without prejudice to all and any other rights of the Vendor pursuant to this contract) and it is an essential term of this contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 10% per centum per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place within the time specified by this contract.

(c) Should any part of the deposit be paid by way of deposit bond or bank guarantee, the Purchaser shall additionally pay penalty interest at the rate of 10% per centum per annum on the amount of the bond or bank guarantee from the date for completion until the date completion actually takes place and it is an essential term of this contract that such interest be paid on completion.

(d) The Vendor is not obliged to complete this contract unless payment of the liquidated damages is made on completion.

(e) In addition to the interest charged in accordance with this special condition 66, the purchaser also agrees to pay as an adjustment on settlement the sum of three hundred and thirty dollars ($330) GST inclusive to cover the legal costs and other expenses incurred by the Vendor as a consequence of serving the Notice to Complete. The payment by the Purchaser of such further consideration at the time of completion shall be an essential term of this contract.

67. Delayed Completion

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

68. Adjustment of Outgoings

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

(a) Municipal, Water and Sewerage Rates on the amounts in the table below as if they were unpaid with a vendor allowance for the period on and from the date of registration of the Plan until the date of completion of this contract (settlement); and

(b) Land Tax on a paid basis on the amount in the table below:

Rate	Amount
Water	Nil
Municipal Council	$1,500 per annum
Land Tax	$2,750 per annum

The Purchaser's contribution to land tax is capped at $1500.

69. Payment

(a) The Purchaser must pay the actual Municipal, Water and Sewerage Rates when they issue.

(b) If Land Tax is unpaid on the date for completion, the Vendor will pay Land Tax for the period current at the date of completion on the later of 10 Business Days after the date of completion of this contract (settlement) and when the Vendor receives the assessment.

PART G – LIMITATION OF LIABILITY

70. Limitation of Liability

(a) **Definitions**

For the purposes of this clause:

(a) **Obligations** means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving on, the Vendor under or in respect of this contract or any deed, agreement or other instrument collateral to this contract or given or entered into pursuant to this contract;

(b) **Trust** means the Crown Trust 53; and

(c) **Trust Assets** includes all assets, property and rights (whether real or personal) of any nature whatsoever held by the Trust.

(b) **Capacity**

(a) The Vendor enters into this contract as trustee of the Trust and in no other capacity. The Purchaser acknowledges that the Obligations are incurred by the Vendor solely in its capacity as trustee of the Trust.

(b) The Vendor will not be liable to pay or satisfy any Obligations out of any Trust Assets out of which the Vendor is not entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust.

(c) The Purchaser may enforce its rights against the Vendor arising from non-performance of the Obligations only to the extent of the Vendor's right of indemnity out of the Trust Assets.

(d) If the Purchaser does not recover all money owing to it arising from non-performance of the Obligations by enforcing the rights referred to in clause 70(b)(iii), it may not seek to recover the shortfall by:

A. bringing proceedings against the Vendor in its personal capacity; or

B. applying to have the Vendor wound up or proving in the winding up of the Vendor unless another creditor has initiated proceedings to wind up the Vendor.

v. The Purchaser waives its rights, and releases the Vendor from any personal liability whatsoever, in respect of any loss or damage that:

A. it may suffer as a result of any:

1. breach by the Vendor of its duties under this contract; or
2. non-performance by the Vendor of the Obligations;

B. cannot be paid or satisfied out of the Trust Assets out of which the Vendor is entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust.

c) **Exception**

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

PART H- Various

71. GST Residential Withholding Payment

The parties acknowledge that:

(a) The property is classified as new residential land by the Taxation Administration Act 1953;

(b) The Purchaser is obliged to remit part of the Price to the Commissioner of Taxation on completion pursuant to subdivision 14E, Schedule 1 of the Taxation Administration Act 1953;

(c) The Purchaser must pay to the Commissioner of Taxation on completion the amount specified in the Vendor Notice; and

(d) The Vendor has provided the Vendor Notice to the Purchaser as required under section 14-255, Schedule 1 of the Taxation Administration Act 1953 as at the contract date.

72. Disclosure Statement

(a) The Purchaser acknowledges that the Disclosure Statement was annexed to this contract on the contract date; and

(b) The Vendor may at any time serve a notice advising any changes to the Disclosure Statement.

73. Confidentiality

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

74. Resale by the Purchaser

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

(a) Engage a real estate agent nominated by the Vendor;

(b) Ensure that no advertising sign is placed on the property or the vicinity of the property; and

(c) Ensure that any new purchaser enters into a deed of covenant binding them to the terms of this clause in favour of the Vendor if the Vendor agrees to enter into a deed of covenant.

75. Resale by the Vendor

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

PART I- GUARANTEE

76. Guarantee

(a) The Guarantor gives this Guarantee and Indemnity in consideration of the Vendor agreeing to enter into this contract.

(b) The Guarantor acknowledges incurring obligations and giving rights under this Guarantee and Indemnity for valuable consideration received from the Vendor including, without limitation, the agreement of the Vendor to enter into this contract.

(c) The Guarantor hereby irrevocably and unconditionally guarantees to the Vendor the due and punctual performance by the Purchaser of all the Obligations.

(d) The Guarantor, as a separate, additional and primary liability, irrevocably and unconditionally agrees to indemnify the Vendor and to keep the Vendor indemnified against any loss or damage suffered by the Vendor arising out of:

   i. any failure by the Purchaser to duly and punctually perform the Obligations; or

   ii. any obligation or liability that would otherwise form part of the Obligations being or becoming void, voidable or unenforceable against or irrecoverable from the Purchaser by the Vendor in full for any reason.

(e) The liability of the Guarantor shall be absolute and shall not be subject to the execution of this contract or any other instrument or document by any person other than the Guarantor, and shall not be subject to the performance of any condition precedent or subsequent.

(f) The liability of the Guarantor shall not be affected by any act, omission, matter or thing whatsoever that would otherwise operate in law or in equity to reduce or release the Guarantor from such liability.

(g) Without limiting the generality of the foregoing, such liability shall not be affected by:

   i. the granting by the Vendor to any Relevant Person of the time, waiver, indulgence or concession of the making of any composition or compromise with any Relevant Person;

   ii. the Vendor forbearing to enforce or neglecting to exercise any right against any Relevant Person;

   iii. any variation of any of the Obligations or of the contract made with the knowledge of the Guarantor, or any failure by the Vendor to disclose to the Guarantor any fact, circumstance or event relating to any Relevant Person at any time prior to or during the currency of this contract.

(h) All payments by the Guarantor hereunder shall be free of any set-off or counterclaim and without deduction or withholding.

(i) The Guarantor will not prove in the insolvency of any Relevant Person for any amount owing by that Relevant Person other than upon the basis that it irrevocably directs the payment of the proceeds of any such proof to the Vendor to the full extent of the amount then required to satisfy the Obligations.

(j) This clause is an essential term of this contract.

(k) In this clause: the following definitions apply:

   i. **"Guarantor"** means the parties named on the execution page of this contract, and who signed this contract, as guarantors;

   ii. **"Obligations"** means the totality of the obligations and liabilities of the Purchaser to the Vendor (whether relating to the payment of money or the performance or omission of any act or thing) that are now in existence, or may hereafter come into existence, pursuant to this contract; and

   iii. **"Relevant Person"** means the Guarantor and the Purchaser and each of them.

Vendor Notice

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

Vendor: Thirteenth Ave 230 Pty Ltd atf Crown Trust 53

Purchaser:

Property: Lot [ ], 50-56 Thirteenth Avenue and 105-135 Twelfth Avenue, Austral NSW 2179

The Vendor gives the purchaser notice of the following:

(a) The property is classified as new residential land under the *Tax Administration Act* 1953 (Cth);

b) The purchaser is required to make a payment under section 14-250, Schedule 1 of the *Tax Administration Act* 1953 (Cth) in relation to the purchase of new residential land;

c) The vendor and the purchaser acknowledge and agree that the margin scheme is to be applied to the supply;

d) The purchaser is required to pay 7% of the contract price to the Commissioner of Taxation; and

e) The purchaser must include the payment of the sum of 7% of the contract price to the Commissioner of Taxation on completion in Pexa as a vendor destination item.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Thirteenth Ave 230 Pty Ltd as trustee for Crown Trust 53
Purchaser:
Property: 50-56 Thirteenth Avenue and 105-135 Twelfth Avenue, Austral
Dated:

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide all details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant(Amendment) Act 1948.)*
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (e) In respect of any residential building work carried out in the last 7 years:
        (i) please identify the building work carried out;
        (ii) when was the building work completed?
        (iii) please state the builder's name and licence number;
        (iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:
    (a) when did construction of the swimming pool commence?

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(b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?

(c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.

(d) are there any outstanding notices or orders?

17. (a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If there answer to (b) is yes, specify what rights exist in relation to each party wall an produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(d) Is the vendor aware of any dispute regarding boundary or diving fences or party walls?

(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

19. Is the vendor aware of:

(a) any road, drain, sewer or storm water channel which intersects or runs through the land?

(b) any dedication to or use by the public of any right or way or other easement over any part of the land?

(c) any latent defects in the property?

20. Has the vendor any notice or knowledge that the property is affected by the following:

(a) any resumption or acquisition or proposed resumption or acquisition?

(b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, it must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the property?

(f) any contamination?

21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?

(b) If so, do any of the connections for such services pass through any adjoining land?

(c) Do any service connections for any other property pass though the property?

22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions & Transfer

24. The transfer to be handed over on settlement must either be endorsed with vendor duty or marked exempt from vendor duty.

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

28. The purchaser reserves the right to make further requisitions prior to completion.

29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

conveyancingshop
baulkhamhills

Our Ref: JG:23/8620
Your Ref:

18 July 2023

To the Purchaser's Solicitor

Dear Colleague

Thirteenth Ave 230 Pty Ltd atf Crown Trust 53 Sale
Property: 50-56 Thirteenth Avenue and 105-135 Twelfth Avenue, Austral NSW 2179

We refer to Special Condition 61 of the Contract for Sale and are now instructed to make the following replies:-

Possession and Tenancies

1. Vendor relies on contract.
2. Not to the Vendor's knowledge.
3. (a)-(f) Not applicable, the property will be transferred with vacant possession.
4. Not applicable, the property will be transferred with vacant possession.
5. (a)-(b) Not applicable, the property will be transferred with vacant possession.

Title

6. Noted.
7. Noted, subject to Contract.
8. At the office of the discharging mortgagee. Please contact them direct to organise a convenient time and place to inspect same.
9. Not to the Vendor's knowledge.

Adjustments

10. The usual adjustments will be made in accordance with the Contract.
11.(a)-(b) No. The Purchaser should make their own enquiries as to land value and the existence of any charge by reviewing the Section 47 Certificate.

Survey & Building

12. Vendor relies on Contract.
13. No.
14.(a) So far as the vendor is aware. The purchaser should make further enquiries.
(b) Not to the vendor's knowledge, however the purchaser should make further enquiries.
(c) No.
(d) No.
(e)(i)-(iv) Not applicable.
15. Not to the Vendor's knowledge. Purchaser should make further enquiries.

Convey Shop Pty Ltd
ABN 12 612 419 397
Level 1, Suite 3, 20 Old Northern Road, Baulkham Hills NSW 2153
PO Box 1265, Baulkham Hills NSW 1755
Ph: (02) 9686 3366
Fax: (02) 9686 8808
Mobile: 0421 591 444
Email: info@conveyancingshop.net.au

Liability limited by a scheme approved under Professional Standards Legislation.

16.(a)-(d) Not applicable.
17.(a) Presumably to Vendor jointly with adjoining owners.
(b) Not to the Vendor's knowledge.
(c) Not applicable.
(d) Not to the Vendor's knowledge.
(e) Not to the Vendor's knowledge.

Affectations

18. Not to the Vendor's knowledge. Purchaser should make further queries.
19.(a) Vendor relies on contract.
(b) Not to the Vendor's knowledge.
(c) Vendor relies on contract.
20.(a)-(f) Vendor is unaware. Purchaser should make own enquiries.
21.(a) Vendor relies on contract. Purchaser should make own enquiries.
(b) Vendor relies on contract. Purchaser should make own enquiries.
(c) Vendor relies on contract. Purchaser should make own enquiries.
22. Not to the Vendor's knowledge. Purchaser should make own enquiries.

Capacity

23. Noted.

Requisitions & Transfer

24. Not applicable.
25. Noted.
26. Not applicable.
27. Noted, subject to Contract.
28. This alleged right is not admitted.
29. Noted, subject to Contract.

Yours faithfully
Convey Shop Pty Ltd

Jenny Gentles

Jennifer Gentles
Solicitor

SCHEDULE OF EASEMENTS

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'E' - EASEMENT TO DRAIN WATER (WHOLE LOT)
'F' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (F)
'G' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (G)
'Z' - RESTRICTION ON USE OF LAND

ALL BOUNDARIES OF EASEMENTS 'A', 'F' & 'G' ARE PARALLEL AND PERPENDICULAR TO THE INTERSECTING BOUNDARIES

PLAN NOT FOR NSW LRS INVESTIGATION

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

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

SURVEYOR	PLAN OF	LGA: LIVERPOOL	Registered	D.P. 1294283 DRAFT
Name: STEPHEN CRAIG BISHOP	SUBDIVISION OF LOTS 708 & 709 D.P.1294970	Locality: AUSTRAL		REVISION: [03] DATE:13/06/2023
Date:		Reduction Ratio: 1: 400		
Reference: 168-23-ST.1		Lengths are in metres		

SHEET 1

SCHEDULE OF SHORT CURVED LINE

No.	BEARING	DISTANCE	ARC	RADIUS
1	1159°01'30"	(0.795)	(0.705)	(3)

SCHEDULE OF EASEMENTS

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'C' - RESTRICTION ON USE OF LAND
'D' - RESTRICTION ON USE OF LAND
'E' - EASEMENT TO DRAIN WATER (WHOLE LOT)
'F' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.5 WIDE (F)
'G' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (G)
'J' - THAT PART OF LOT 707 D.P.1294970 BENEFITTED BY
'F' -EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (F)

ALL BOUNDARIES OF EASEMENTS 'A', 'F' & 'G' ARE PARALLEL AND PERPENDICULAR TO THE INTERSECTING BOUNDARIES

PLAN NOT FOR NSW LRS INVESTIGATION

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

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

SURVEYOR	PLAN OF	LGA: LIVERPOOL	Registered	D.P. 1294283 DRAFT
Name: STEPHEN CRAIG BISHOP	SUBDIVISION OF LOTS 708 & 709 D.P.1294970	Locality: AUSTRAL		REVISION: [03] DATE:13/06/2023
Date:		Reduction Ratio: 1: 400		
Reference: 188-20-ST.1		Lengths are in metres		

PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered:

Title System:

Office Use Only

PLAN OF SUBDIVISION OF LOTS 708 AND 709 DP 1294970

LGA: **LIVERPOOL**

Locality: **AUSTRAL**

Parish: **CABRAMATTA**

County: **CUMBERLAND**

Survey Certificate

I, STEPHEN CRAIG BISHOP .....

of COLLIERS, SUITE 7.01, 3 RIDER BLVD, RHODES NSW 2138.....

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

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

~~*(b) The part of the land shown in the plan (*being/*excluding **.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X – 'Y'.....

Type: *Urban/~~*Rural~~

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

Signature: .....Dated:.....

Surveyor Identification No: 7344 .....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

~~Crown Lands NSW/Western Lands Office Approval~~

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

~~Signature: .....~~

~~Date: .....~~

~~File Number: .....~~

~~Office: ——~~

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

DP 2475	DP 1260112
DP 1044691	DP 1265823
DP 1247151	DP 1294970

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

IT IS INTENDED TO DEDICATE:
NANKIN STREET 16 WIDE AND
MODENESE STREET 16 WIDE TO THE PUBLIC AS PUBLIC ROAD

Surveyor's Reference: 188-20_ST.1

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

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 7 sheet(s)

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 708 AND 709 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017				
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
101	(N/A)	NANKIN	STREET	AUSTRAL
102	(N/A)	NANKIN	STREET	AUSTRAL
103	(N/A)	NANKIN	STREET	AUSTRAL
104	(N/A)	NANKIN	STREET	AUSTRAL
105	(N/A)	NANKIN	STREET	AUSTRAL
106	(N/A)	NANKIN	STREET	AUSTRAL
107	(N/A)	NANKIN	STREET	AUSTRAL
108	(N/A)	NANKIN	STREET	AUSTRAL
109	(N/A)	NANKIN	STREET	AUSTRAL
110	(N/A)	NANKIN	STREET	AUSTRAL
111	(N/A)	NANKIN	STREET	AUSTRAL
112	(N/A)	NANKIN	STREET	AUSTRAL
113	(N/A)	TWELFTH	AVENUE	AUSTRAL
114	(N/A)	TWELFTH	AVENUE	AUSTRAL
115	(N/A)	TWELFTH	AVENUE	AUSTRAL
116	(N/A)	TWELFTH	AVENUE	AUSTRAL
117	(N/A)	TWELFTH	AVENUE	AUSTRAL
118	(N/A)	TWELFTH	AVENUE	AUSTRAL
119	(N/A)	NANKIN	STREET	AUSTRAL
120	(N/A)	NANKIN	STREET	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.1

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 708 AND 709 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017 (CONTINUED FROM SHEET 2)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
121	(N/A)	NANKIN	STREET	AUSTRAL
122	(N/A)	NANKIN	STREET	AUSTRAL
123	(N/A)	NANKIN	STREET	AUSTRAL
124	(N/A)	NANKIN	STREET	AUSTRAL
125	(N/A)	NANKIN	STREET	AUSTRAL
126	(N/A)	NANKIN	STREET	AUSTRAL
127	(N/A)	NANKIN	STREET	AUSTRAL
128	(N/A)	NANKIN	STREET	AUSTRAL
129	(N/A)	NANKIN	STREET	AUSTRAL
130	(N/A)	NANKIN	STREET	AUSTRAL
131	(N/A)	MODENESE	STREET	AUSTRAL
132	(N/A)	MODENESE	STREET	AUSTRAL
133	(N/A)	MODENESE	STREET	AUSTRAL
134	(N/A)	MODENESE	STREET	AUSTRAL
135	(N/A)	MODENESE	STREET	AUSTRAL
136	(N/A)	MODENESE	STREET	AUSTRAL
137	(N/A)	MODENESE	STREET	AUSTRAL
138	(N/A)	MODENESE	STREET	AUSTRAL
139	(N/A)	MODENESE	STREET	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.1

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 708 AND 709 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017 (CONTINUED FROM SHEET 3)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
140	(N/A)	MODENESE	STREET	AUSTRAL
141	(N/A)	MODENESE	STREET	AUSTRAL
142	(N/A)	MODENESE	STREET	AUSTRAL
143	(N/A)	TWELFTH	AVENUE	AUSTRAL
144	(N/A)	TWELFTH	AVENUE	AUSTRAL
145	(N/A)	TWELFTH	AVENUE	AUSTRAL
146	(N/A)	TWELFTH	AVENUE	AUSTRAL
147	(N/A)	TWELFTH	AVENUE	AUSTRAL
148	(N/A)	TWELFTH	AVENUE	AUSTRAL
149	(N/A)	MODENESE	STREET	AUSTRAL
150	(N/A)	MODENESE	STREET	AUSTRAL
151	(N/A)	MODENESE	STREET	AUSTRAL
152	(N/A)	MODENESE	STREET	AUSTRAL
153	(N/A)	MODENESE	STREET	AUSTRAL
154	(N/A)	MODENESE	STREET	AUSTRAL
155	(N/A)	MODENESE	STREET	AUSTRAL
156	(N/A)	MODENESE	STREET	AUSTRAL
157	(N/A)	MODENESE	STREET	AUSTRAL
158	(N/A)	MODENESE	STREET	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.1

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 708 AND 709 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017 (CONTINUED FROM SHEET 4)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
159	(N/A)	MODENESE	STREET	AUSTRAL
160	(N/A)	MODENESE	STREET	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.1

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 708 AND 709 DP 1294970

Office Use Only

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.1

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 7 of 7 sheet(s)

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 708 AND 709 DP 1294970

Office Use Only

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.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.1

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

Lengths are in Metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 708 AND 709 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Full name and address of the owner of the land:

Thirteenth Ave 230 Pty Ltd
(ACN 644 252 460)
Suite 502, Level 5
95 Pitt Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.[3]	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide (A)	116, 117, 118 132 133 134 135 136 137 138 139 140 141 142 143	131 to 142 inclusive 131 131, 132 131, 132, 133 131 to 134 inclusive 131 to 135 inclusive 131 to 136 inclusive 131 to 137 inclusive 131 to 138 inclusive 131 to 139 inclusive 131 to 140 inclusive 131 to 141 inclusive 131 to 142 inclusive
2	Easement for Padmount Substation 2.75 Wide (B)	145	Epsilon Distribution Ministerial Holding Corporation
3	Restriction on the Use of Land	Part 142 & 145 denoted (C)	Epsilon Distribution Ministerial Holding Corporation
4	Restriction on the Use of Land	Part 142 & 145 denoted (D)	Epsilon Distribution Ministerial Holding Corporation
5	Easement to Drain Water (Whole of Lot) (E)	116, 117, 118, 143	Liverpool City Council

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 708 AND 709 DP 1294970
covered by Council's Subdivision
Certificate No.
Dated:

Part 1 (Creation) Continued

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.[3]	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6	Easement for Access, Maintenance & Overhang 0.9 Wide (F)	103	102
		104	103
		105	104
		106	105
		107	106
		108	107
		109	108
		110	109
		111	110
		112	111
		114	113
		115	114
		116, 117	119
		118	143
		119	120
		120	121
		121	122
		122	123
		123	124
		124	125
		125	126
		126	127
		127	128
		128	129
		133	132
		134	133
		135	134
		136	135
		137	136
		138	137
		139	138
		140	139
		141	140
		142	141

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Lengths are in Metres

Plan:

Plan of Subdivision of Lots 708 and 709 DP 1294970 covered by Council's Subdivision Certificate No.
Dated:

Part 1 (Creation) Continued

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.[3]	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6 (con't)	Easement for Access, Maintenance & Overhang 0.9 Wide (F)	143 146 147 148 149 150 151 152 153 154 155 156 157 158	144 147 148 Part 707/1294970 denoted 'J' 150 151 152 153 154 155 156 157 158 159
7	Easement for Access, Maintenance & Overhang 0.9 Wide (G)	114, 115 146, 147	112 149
8	Restriction on the Use of Land	116, 117, 118, 143	Liverpool City Council
9	Positive Covenant	116, 117, 118, 143	Liverpool City Council
10	Restriction on the Use of Land	116, 117, 118, 143	Liverpool City Council
11	Positive Covenant	116, 117, 118, 143	Liverpool City Council
12	Restriction on the Use of Land	115, 116, 145, 146	Liverpool City Council
13	Restriction on the Use of Land	Each lot 101-160 inclusive	Every other lot 101-160 inclusive
14	Positive Covenant	Each lot 101-160 inclusive	Liverpool City Council
15	Restriction on the Use of Land	101, 130	Liverpool City Council

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 708 and 709
DP 1294970 covered by Council's
Subdivision Certificate No.
Dated:

Part 2 (Terms)

Terms of Easement to Drain Water numbered 1 in the plan:

An Easement to Drain Water in the Terms as set out in part 3 of Schedule 8 of the Conveyancing Act 1919 amended, is created.

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

Terms of Easement for Padmount Substation numbered 2 in the plan:

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

Name of Authority whose consent is required to release vary or modify the terms of the easement is Epsilon Distribution Ministerial Holding Corporation.

Terms of Restriction on the Use of Land numbered 3 in the plan:

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

Name of Authority whose consent is required to release vary or modify the terms of the easement is Epsilon Distribution Ministerial Holding Corporation.

Terms of Restriction on the Use of Land numbered 4 in the plan:

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

Name of Authority whose consent is required to release vary or modify the terms of the easement is Epsilon Distribution Ministerial Holding Corporation.

Terms of Easement to Drain Water numbered 5 in the plan:

An Easement to Drain Water in the Terms as set out in part 3 of Schedule 4A of the Conveyancing Act 1919 amended, is created.

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

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 708 and 709
DP 1294970 covered by Council's
Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

Terms of Easement for Access, Maintenance & Overhang numbered 6 in the plan:

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

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

(i) The lot benefitted;

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

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

(i) Entering into the lot burdened; and

(ii) Taking anything onto the lot burdened; and

(iii) Carrying out the necessary works.

6.2 In exercising the rights under this clause 6.1, the owner of the lot benefitted must:

(a) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable; and

(b) Cause as little inconvenience to the owner and any occupier of the lot burdened; and

(c) Cause as little damage as practicable to the lot burdened and any improvement on it; and

(d) Restore the lot burdened as nearly as is practicable to its former condition; and

(e) Make good any collateral damage.

6.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.

6.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and

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

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

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 708 and 709
DP 1294970 covered by Council's
Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

Terms of Easement for Access, Maintenance & Overhang numbered 7 in the plan:

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

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

(iii) The lot benefitted;

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

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

(iv) Entering into the lot burdened; and

(v) Taking anything onto the lot burdened; and

(vi) Carrying out the necessary works.

7.2 In exercising the rights under this clause 7.1, the owner of the lot benefitted must:

(f) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable; and

(g) Cause as little inconvenience to the owner and any occupier of the lot burdened; and

(h) Cause as little damage as practicable to the lot burdened and any improvement on it; and

(i) Restore the lot burdened as nearly as is practicable to its former condition; and

(j) Make good any collateral damage.

7.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.

7.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and

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

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

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 708 and 709 DP 1294970 covered by Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

Terms of Restriction on the Use of Land numbered 8 in the plan:

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

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

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

For the purpose of this restriction, 'the system' means the Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 1118/2021 and as detailed on the plans approved by Liverpool City Council as Subdivision Works Certificate No. SWC-39/2023 on 2/12/2023 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Subdivision Works Certificate is held on Council File SWC-39/2023

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

Name of Authority whose consent is required to release vary or modify the terms of the restriction is Liverpool City Council.

Terms of Positive Covenant numbered 9 in the plan:

9.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:

(a) Keep the system clean and free from silt, rubbish and debris

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Part 2 (Terms) Continued

(b) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File SWC-39/2023. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

(c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council' from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

(d) Notify Council in writing after each programmed maintenance inspection.

(e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

9.2 Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 9.1(e) above.

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

I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 9.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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

Plan:

Plan of Subdivision of Lots 708 and 709
DP 1294970 covered by Council's
Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

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

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 1118/2021 and as detailed on the plans approved by Liverpool City Council, as approved Subdivision Works Certificate No. SWC-39/2023 on 2/12/2023 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Subdivision Works Certificate is held on Council File SWC-39/2023.

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

Name of Authority whose consent is required to release vary or modify the terms of the positive covenant is Liverpool City Council.

Terms of Restriction on the Use of Land numbered 10 in the plan:

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

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

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

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 708 and 709
DP 1294970 covered by Council's
Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System to be constructed and/or installed on the land as required by Development Consent No 1118/2021 and as detailed on the plans approved by Liverpool City Council as Subdivision Works Certificate No. SWC-39/2023 on 2/12/2023 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Subdivision Works Certificate is held on Council File SWC-39/2023.

Liverpool City Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the Temporary Stormwater Pre-treatment system and temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority whose consent is required to release vary or modify the terms of the restriction is Liverpool City Council.

Terms of Positive Covenant numbered 11 in the plan:

11.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:

(a) Keep the system clean and free from silt, rubbish and debris

(b) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File SWC-39/2023. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

(c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council' from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

(d) Notify Council in writing after each programmed maintenance inspection.

(e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Part 2 (Terms) Continued

11.2 Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 11.1(e) above.

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

I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 11.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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

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

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System constructed and/or installed on the land as required by Development Consent No. 1118/2021 and as detailed on the plans approved by Liverpool City Council as approved Subdivision Works Certificate No. SWC-39/2023 on 2/12/2023 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Subdivision Works Certificate is held on Council File SWC-39/2023.

Liverpool City Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the Temporary Stormwater Pre-treatment System within the lots hereby burdened.

Name of Authority whose consent is required to release vary or modify the terms of the positive covenant is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 708 and 709
DP 1294970 covered by Council's
Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

Terms of Restriction on the Use of Land numbered 12 in the plan:

No dwelling house shall be constructed on the lot(s) hereby burdened unless the driveway crossings are located at least 6 metres away to the kerb and gutter tangent point.

Name of Authority whose consent is required to release vary or modify the terms of the restriction is Liverpool City Council.

Terms of Restriction on the Use of Land numbered 13 in the plan:

13.1 No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.

13.2 No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.

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

13.4 No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey or neutral colours only.

13.5 No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.

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

13.7 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 708 and 709
DP 1294970 covered by Council's
Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

13.8 No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Thirteenth Ave 230 Pty Ltd or its successors in title or assigns.

13.9 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved by Thirteenth Ave 230 Pty Ltd or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building

13.10 No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.

13.11 The person having the power to release, vary or modify the terms of Restriction is **Thirteenth Ave 230 Pty Ltd of Suite 502, 95 Pitt Street, Sydney NSW 2000** for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be **the registered proprietors of the lots having the benefit**. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of Positive Covenant numbered 14 in the plan:

The lot hereby burdened must be maintained as an Asset Protection Zone (Inner Protection Area) in accordance with Section A4.1.1 of 'Planning for Bushfire Protection 2019" and the NSW Rural Fire Services document 'Standards for Asset Protection Zones'.

Name of Authority whose consent is required to release vary or modify the terms of the positive covenant is Liverpool City Council.

Terms of Restriction on the Use of Land numbered 15 in the plan:

No construction of buildings other than a Class 10b structure as defined in the "National Construction Code" shall be constructed on the lot hereby burdened within that part of the land denoted 'Z'.

Name of Authority whose consent is required to release vary or modify the terms of the positive covenant is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 708 and 709
DP 1294970 covered by Council's
Subdivision Certificate No.
Dated:

EXECUTED by **Thirteenth Ave 230 Pty Ltd**)
ACN 644 252 460 by its attorney)
Robert Peter Sandell pursuant to Power of)
Attorney Registered Book No)
Dated)

.....
Signature of authorised person

.....
Signature of Witness

.....

.....

.....
Name and address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

Plan of Subdivision of Lots 708 and 709 DP 1294970 covered by Council's Subdivision Certificate No.
Dated:

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

Signature of witness:

Name of witness:

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

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

Signature of attorney:

Name and position of attorney:

Power of attorney:
Book 4727 No 524

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

Endeavour Energy reference:

Date of signature:

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Lengths are in Metres

Plan:

Plan of Subdivision of Lots 708 and 709 DP 1294970 covered by Council's Subdivision Certificate No.
Dated:

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

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

Signature of Delegate

Signature of Witness

Name of Delegate

Name of Witness

Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

PLAN NOT FOR NSW LRS INVESTIGATION

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

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

NOTE:
ALL BOUNDARIES OF EASEMENT 'F' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES.

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'E' - THAT PART LOT 704 D.P.1249970 BENEFITED BY 'A'- EASEMENT TO DRAIN WATER 1.5 WIDE
'F' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (F)
'K' - EASEMENT FOR PIPELINE 15.38 WIDE VIDE 6778069
'L' - EASEMENT FOR PIPELINE 24.305 WIDE VIDE P723206
'M' - THAT PART LOT 704 D.P.1249970 BENEFITED BY 'F'- EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE

SURVEYOR	PLAN OF	LGA: LIVERPOOL	Registered	D.P. 1294340 DRAFT
Name: STEPHEN CRAIG BISHOP Date: Reference: 189-20-ST.2	SUBDIVISION OF LOT 706 & 707 D.P.1294970	Locality: AUSTRAL Reduction Ratio: 1: 400 Lengths are in metres		REVISION [04] DATE: 04/12/2023

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'F' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (F)
'G' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (G)
'I' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (F) VIDE D.P.1294283
'K' - EASEMENT FOR PIPELINE 15.38 WIDE VIDE 6478069
'L' - EASEMENT FOR PIPELINE 24.385 WIDE VIDE P720235

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

PLAN NOT FOR NSW LRS INVESTIGATION

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

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

SURVEYOR	PLAN OF	LGA: LIVERPOOL	Registered	
Name: STEPHEN CRAIG BISHOP Date: Reference: 188-20-ST2	SUBDIVISION OF LOT 706 & 707 D.P.1294970	Locality: AUSTRAL Reduction Ratio: 1: 400 Lengths are in metres		D.P. 1294340 DRAFT REVISION [04] DATE: 04/12/2023

PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered:

Title System:

Office Use Only

PLAN OF SUBDIVISION OF LOTS 706 AND 707 DP 1294970

LGA: **LIVERPOOL**

Locality: **AUSTRAL**

Parish: **CABRAMATTA**

County: **CUMBERLAND**

Survey Certificate

I, STEPHEN CRAIG BISHOP .....

of COLLIERS, SUITE 7.01, 3 RIDER BLVD, RHODES NSW 2138.....

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

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

~~*(b) The part of the land shown in the plan (*being/*excluding **.....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X – 'Y'.....

Type: *Urban/~~*Rural~~

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

Signature: .....Dated:.....

Surveyor Identification No: 7344 .....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

~~Crown Lands NSW/Western Lands Office Approval~~

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

~~Signature: .....~~

~~Date: .....~~

~~File Number: .....~~

~~Office: ——~~

Subdivision Certificate

I, ...
*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

DP 2475	DP 1265823
DP 1044691	DP 1294283
DP 1247151	DP 1294970
DP 1260112	

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

IT IS INTENDED TO DEDICATE:
ARDEALE STREET 8 WIDE, BROWNS ROAD 11 WIDE SUBJECT TO EASEMENT FOR PIPELINE 15.38 WIDE VIDE 6178069, GOURNAY STREET 16 WIDE AND FAVORIS STREET 16 WIDE TO THE PUBLIC AS PUBLIC ROAD

Surveyor's Reference: 188-20_ST.2

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

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 706 AND 707 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017				
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
201	(N/A)	GOURNAY	STREET	AUSTRAL
202	(N/A)	GOURNAY	STREET	AUSTRAL
203	(N/A)	GOURNAY	STREET	AUSTRAL
204	(N/A)	GOURNAY	STREET	AUSTRAL
205	(N/A)	GOURNAY	STREET	AUSTRAL
206	(N/A)	GOURNAY	STREET	AUSTRAL
207	(N/A)	GOURNAY	STREET	AUSTRAL
208	(N/A)	GOURNAY	STREET	AUSTRAL
209	(N/A)	GOURNAY	STREET	AUSTRAL
210	(N/A)	GOURNAY	STREET	AUSTRAL
211	(N/A)	GOURNAY	STREET	AUSTRAL
212	(N/A)	GOURNAY	STREET	AUSTRAL
213	(N/A)	TWELFTH	AVENUE	AUSTRAL
214	(N/A)	TWELFTH	AVENUE	AUSTRAL
215	(N/A)	TWELFTH	AVENUE	AUSTRAL
216	(N/A)	TWELFTH	AVENUE	AUSTRAL
217	(N/A)	TWELFTH	AVENUE	AUSTRAL
218	(N/A)	TWELFTH	AVENUE	AUSTRAL
219	(N/A)	TWELFTH	AVENUE	AUSTRAL
220	(N/A)	TWELFTH	AVENUE	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.2

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 706 AND 707 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017 (CONTINUED FROM SHEET 2)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
221	(N/A)	TWELFTH	AVENUE	AUSTRAL
222	(N/A)	BROWNS	ROAD	AUSTRAL
223	(N/A)	BROWNS	ROAD	AUSTRAL
224	(N/A)	BROWNS	ROAD	AUSTRAL
225	(N/A)	BROWNS	ROAD	AUSTRAL
226	(N/A)	BROWNS	ROAD	AUSTRAL
227	(N/A)	BROWNS	ROAD	AUSTRAL
228	(N/A)	FAVORIS	STREET	AUSTRAL
229	(N/A)	FAVORIS	STREET	AUSTRAL
230	(N/A)	FAVORIS	STREET	AUSTRAL
231	(N/A)	FAVORIS	STREET	AUSTRAL
232	(N/A)	FAVORIS	STREET	AUSTRAL
233	(N/A)	FAVORIS	STREET	AUSTRAL
234	(N/A)	FAVORIS	STREET	AUSTRAL
235	(N/A)	FAVORIS	STREET	AUSTRAL
236	(N/A)	FAVORIS	STREET	AUSTRAL
237	(N/A)	FAVORIS	STREET	AUSTRAL
238	(N/A)	FAVORIS	STREET	AUSTRAL
239	(N/A)	FAVORIS	STREET	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.2

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet(s)

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 706 AND 707 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017 (CONTINUED FROM SHEET 3)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
240	(N/A)	BROWNS	ROAD	AUSTRAL
241	(N/A)	BROWNS	ROAD	AUSTRAL
242	(N/A)	BROWNS	ROAD	AUSTRAL
243	(N/A)	BROWNS	ROAD	AUSTRAL
244	(N/A)	BROWNS	ROAD	AUSTRAL
245	(N/A)	BROWNS	ROAD	AUSTRAL
246	(N/A)	ARDEALE	STREET	AUSTRAL
247	(N/A)	ARDEALE	STREET	AUSTRAL
248	(N/A)	ARDEALE	STREET	AUSTRAL
249	(N/A)	ARDEALE	STREET	AUSTRAL
250	(N/A)	ARDEALE	STREET	AUSTRAL
251	(N/A)	ARDEALE	STREET	AUSTRAL
252	(N/A)	ARDEALE	STREET	AUSTRAL
253	(N/A)	BROWNS	ROAD	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.2

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 706 AND 707 DP 1294970

Office Use Only

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (F)
3. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE (G)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. POSITIVE COVENANT
7. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.2

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 706 AND 707 DP 1294970

Office Use Only

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.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.2

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

Lengths are in Metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Full name and address of the owner of the land:

Thirteenth Ave 230 Pty Ltd
(ACN 644 252 460)
Suite 502, Level 5
95 Pitt Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide (A)	201	Part 704/1294970 denoted 'E'
		202	201, Part 704/1294970 denoted 'E'
		229	228
		230	228, 229
		231	228, 229, 230
		232	228 to 231 inclusive
		233	228 to 232 inclusive
		240	241 to 245 inclusive
		241	242 to 245 inclusive
		242	243, 244, 245
		243	244, 245
		244	245
		247	246
		248	246, 247
		249	246, 247, 248
		250	246 to 249 inclusive
		251	246 to 250 inclusive
		252	246 to 251 inclusive
2	Easement for Access, Maintenance & Overhang 0.9 Wide (F)	201	Part 704/1294970 denoted 'M'
		202	201
		203	202
		204	203
		205	204
		206	205
		207	206
		208	207

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Lengths are in Metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered by Council's Subdivision Certificate No.
Dated:

Part 1 (Creation) Continued

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
2 (con't)	Easement for Access, Maintenance & Overhang 0.9 Wide (F)	209	208
		210	209
		211	210
		212	211
		213	214
		214	215
		216	217
		217	218
		218	219
		219	220
		220	221
		222	223
		223	224
		224	225
		225	226
		228	227
		229	228
		230	229
		231	230
		232	231
		235	236
		236	237
		237	238
		238	239
		240	241
		241	242
		242	243
		243	244
		244	245
		246	245
		247	246
		248	247
		249	248
		250	249
		251	250
		252	251

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered
by Council's Subdivision Certificate No.
Dated:

Part 1 (Creation) Continued

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
3	Easement for Access, Maintenance & Overhang 0.9 Wide (G)	214, 215	212
4	Restriction on the Use of Land	215, 216, 222, 227, 233, 234, 240, 245, 252	Liverpool City Council
5	Restriction on the Use of Land	Each lot 201-252 inclusive	Every other lot 201-252 inclusive
6	Positive Covenant	Each lot 201-253 inclusive	Liverpool City Council
7	Restriction on the Use of Land	215 223 to 226 inclusive 241 to 245 inclusive	Liverpool City Council

Part 2 (Terms)

Terms of Easement to Drain Water numbered 1 in the plan:

An Easement to Drain Water in the Terms as set out in part 3 of Schedule 8 of the Conveyancing Act 1919 amended, is created.

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

Terms of Easement for Access, Maintenance & Overhang numbered 2 in the plan:

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

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

(i) The lot benefitted;

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

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered by Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

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

(i) Entering into the lot burdened; and

(ii) Taking anything onto the lot burdened; and

(iii) Carrying out the necessary works.

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

(a) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable; and

(b) Cause as little inconvenience to the owner and any occupier of the lot burdened; and

(c) Cause as little damage as practicable to the lot burdened and any improvement on it; and

(d) Restore the lot burdened as nearly as is practicable to its former condition; and

(e) Make good any collateral damage.

2.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.

2.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and

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

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

Terms of Easement for Access, Maintenance & Overhang numbered 3 in the plan:

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

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

(i) The lot benefitted;

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

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered
by Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

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

(i) Entering into the lot burdened; and

(ii) Taking anything onto the lot burdened; and

(iii) Carrying out the necessary works.

3.2 In exercising the rights under this clause 3.1, the owner of the lot benefitted must:

(a) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable; and

(b) Cause as little inconvenience to the owner and any occupier of the lot burdened; and

(c) Cause as little damage as practicable to the lot burdened and any improvement on it; and

(d) Restore the lot burdened as nearly as is practicable to its former condition; and

(e) Make good any collateral damage.

3.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.

3.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and

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

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

Terms of Restriction on the Use of Land numbered 4 in the plan:

No dwelling house shall be constructed on the lot(s) hereby burdened unless the driveway crossings are located at least 6 metres away to the kerb and gutter tangent point.

Name of Authority whose consent is required to release vary or modify the terms of the restriction is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered
by Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

Terms of Restriction on the Use of Land numbered 5 in the plan:

5.1 No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.

5.2 No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.

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

5.4 No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey or neutral colours only.

5.5 No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.

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

5.7 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.

5.8 No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Thirteenth Ave 230 Pty Ltd or its successors in title or assigns.

5.9 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved by Thirteenth Ave 230 Pty Ltd or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building

5.10 No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered
by Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

5.11 The person having the power to release, vary or modify the terms of Restriction is **Thirteenth Ave 230 Pty Ltd of Suite 502, 95 Pitt Street, Sydney NSW 2000** for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be **the registered proprietors of the lots having the benefit.** All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of Positive Covenant numbered 6 in the plan:

The lot hereby burdened must be maintained as an Asset Protection Zone (Inner Protection Area) in accordance with Section A4.1.1 of 'Planning for Bushfire Protection 2019" and the NSW Rural Fire Services document 'Standards for Asset Protection Zones'.

Name of Authority whose consent is required to release vary or modify the terms of the positive covenant is Liverpool City Council.

Terms of Restriction on the Use of Land numbered 7 in the plan:

No dwelling house or other structure shall be erected on the lot(s) hereby burdened unless they are sited and constructed in accordance with the approved building envelope plans listed in Notice of Determination No. 1118/2021 issued by Liverpool City Council on 13/06/2023 or any subsequent modification of DA 1118/2021 approved by Liverpool City Council. Any zero lot construction shall not exceed 11m in length.

Name of Authority whose consent is required to release vary or modify the terms of the restriction is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Lengths are in Metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered
by Council's Subdivision Certificate No.
Dated:

EXECUTED by **Thirteenth Ave 230 Pty Ltd**)
ACN 644 252 460 by its attorney)
Robert Peter Sandell pursuant to Power of)
Attorney Registered Book No)
Dated)

.....
Signature of authorised person

.....
Signature of Witness

.....

.....

.....
Name and address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Lengths are in Metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered by Council's Subdivision Certificate No.
Dated:

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

Signature of witness:

Name of witness:

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

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

Signature of attorney:

Name and position of attorney:

Power of attorney:
Book 4727 No 524

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

Endeavour Energy reference:

Date of signature:

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Lengths are in Metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 706 AND 707 DP 1294970 covered
by Council's Subdivision Certificate No.
Dated:

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

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

Signature of Delegate

Signature of Witness

Name of Delegate

Name of Witness

Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DIAGRAM

SCALE 1:150

'A' – EASEMENT TO DRAIN WATER 1.5 WIDE
'B' – EASEMENT TO DRAIN WATER (WHOLE LOT)
'C' – EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'D' – RESTRICTION ON USE OF LAND
'E' – RESTRICTION ON USE OF LAND
'F' – EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE
'G' – EASEMENT FOR PIPELINE 15.38 WIDE VIDE 6178269
'H' – EASEMENT FOR PIPELINE 24.385 WIDE VIDE P779206

NOTE:
ALL BOUNDARIES OF EASEMENT "C" ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES.

PLAN NOT FOR NSW LRS INVESTIGATION

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

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

SURVEYOR	PLAN OF	LGA: LIVERPOOL	Registered	
Name: STEPHEN CRAIG BISHOP	SUBDIVISION OF LOT 704 & 705 D.P.1294970	Locality: AUSTRAL		D.P. 1294400 DRAFT
Date:		Reduction Ratio: 1: 400		REVISION [03] DATE: 05/12/2023
Reference: 188-20-ST.3		Lengths are in metres		

PLAN NOT FOR NSW LRS INVESTIGATION

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

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

NOTE:
ALL BOUNDARIES OF EASEMENT 'F' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES.

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'F' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.5 WIDE
'G' - EASEMENT FOR PIPELINE 15.38 WIDE VIDE 6178069
'H' - EASEMENT FOR PIPELINE 24.385 WIDE VIDE P720206
'J' - EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG (F) VIDE D.P.1294340
'K' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1294340

SURVEYOR	PLAN OF	LGA: LIVERPOOL	Registered	
Name: STEPHEN CRAIG BISHOP Date: Reference: 189-20-ST3	SUBDIVISION OF LOT 704 & 705 D.P.1294970	Locality: AUSTRAL Reduction Ratio: 1: 400 Lengths are in metres		D.P. 1294400 DRAFT REVISION [03] DATE: 05/12/2023

PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered:

Title System:

Office Use Only

PLAN OF SUBDIVISION OF LOTS 704 AND 705 DP 1294970

LGA: **LIVERPOOL**

Locality: **AUSTRAL**

Parish: **CABRAMATTA**

County: **CUMBERLAND**

Survey Certificate

I, STEPHEN CRAIG BISHOP .....

of COLLIERS, SUITE 7.01, 3 RIDER BLVD, RHODES NSW 2138.....

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

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

~~*(b) The part of the land shown in the plan (*being/*excluding ** ....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X – 'Y' .....

Type: *Urban/~~*Rural~~

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

Signature: .....Dated:.....

Surveyor Identification No: 7344 .....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

~~Crown Lands NSW/Western Lands Office Approval~~

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

~~Signature: .....~~

~~Date: .....~~

~~File Number: .....~~

~~Office: —~~

Subdivision Certificate

I, ...
*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

DP 2475	DP 1265823
DP 1044691	DP 1294283
DP 1247151	DP 1294400
DP 1260112	DP 1294970

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

IT IS INTENDED TO DEDICATE:
BANTAM STREET 16 WIDE, BROWNS ROAD 11 WIDE SUBJECT TO EASEMENT FOR PIPELINE 15.38 WIDE VIDE 6178069, GOURNAY STREET 16 WIDE AND ARDEALE STREET 8 WIDE TO THE PUBLIC AS PUBLIC ROAD

Surveyor's Reference: 188-20_ST.3

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

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 704 AND 705 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017				
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
301	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
302	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
303	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
304	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
305	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
306	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
307	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
308	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
309	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
310	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
311	(N/A)	THIRTEENTH	AVENUE	AUSTRAL
312	(N/A)	BROWNS	ROAD	AUSTRAL
313	(N/A)	BROWNS	ROAD	AUSTRAL
314	(N/A)	BROWNS	ROAD	AUSTRAL
315	(N/A)	BROWNS	ROAD	AUSTRAL
316	(N/A)	BROWNS	ROAD	AUSTRAL
317	(N/A)	BROWNS	ROAD	AUSTRAL
318	(N/A)	BANTAM	STREET	AUSTRAL
319	(N/A)	BANTAM	STREET	AUSTRAL
320	(N/A)	BANTAM	STREET	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.3

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 704 AND 705 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017 (CONTINUED FROM SHEET 2)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
321	(N/A)	BANTAM	STREET	AUSTRAL
322	(N/A)	BANTAM	STREET	AUSTRAL
323	(N/A)	BANTAM	STREET	AUSTRAL
324	(N/A)	BANTAM	STREET	AUSTRAL
325	(N/A)	BANTAM	STREET	AUSTRAL
326	(N/A)	BANTAM	STREET	AUSTRAL
327	(N/A)	BANTAM	STREET	AUSTRAL
328	(N/A)	BANTAM	STREET	AUSTRAL
329	(N/A)	BANTAM	STREET	AUSTRAL
330	(N/A)	BANTAM	STREET	AUSTRAL
331	(N/A)	BANTAM	STREET	AUSTRAL
332	(N/A)	BANTAM	STREET	AUSTRAL
333	(N/A)	GOURNAY	STREET	AUSTRAL
334	(N/A)	GOURNAY	STREET	AUSTRAL
335	(N/A)	GOURNAY	STREET	AUSTRAL
336	(N/A)	GOURNAY	STREET	AUSTRAL
337	(N/A)	ARDEALE	STREET	AUSTRAL
338	(N/A)	ARDEALE	STREET	AUSTRAL
339	(N/A)	ARDEALE	STREET	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.3

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 704 AND 705 DP 1294970

Office Use Only

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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017 (CONTINUED FROM SHEET 3)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
340	(N/A)	ARDEALE	STREET	AUSTRAL
341	(N/A)	ARDEALE	STREET	AUSTRAL
342	(N/A)	ARDEALE	STREET	AUSTRAL
343	(N/A)	BROWNS	ROAD	AUSTRAL
344	(N/A)	BROWNS	ROAD	AUSTRAL
345	(N/A)	BROWNS	ROAD	AUSTRAL
346	(N/A)	BROWNS	ROAD	AUSTRAL
347	(N/A)	BROWNS	ROAD	AUSTRAL
348	(N/A)	BROWNS	ROAD	AUSTRAL
349	(N/A)	BANTAM	STREET	AUSTRAL
350	(N/A)	BANTAM	STREET	AUSTRAL
351	(N/A)	BANTAM	STREET	AUSTRAL
352	(N/A)	BANTAM	STREET	AUSTRAL
353	(N/A)	BANTAM	STREET	AUSTRAL
354	(N/A)	BANTAM	STREET	AUSTRAL
355	(N/A)	BANTAM	STREET	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.3

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 704 AND 705 DP 1294970

Office Use Only

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.3

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 704 AND 705 DP 1294970

Office Use Only

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.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20_ST.3

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

Lengths are in Metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Full name and address of the owner of the land:

Thirteenth Ave 230 Pty Ltd
(ACN 644 252 460)
Suite 502, Level 5
95 Pitt Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.[3]	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide (A)	301	318 to 329 inclusive
		312	313 to 317 inclusive
		313	314 to 317 inclusive
		314	315, 316, 317
		315	316, 317
		316	317
		319	318
		320	318, 319
		321	318, 319, 320
		322	318 to 321 inclusive
		323	318 to 322 inclusive
		324	318 to 323 inclusive
		325	318 to 324 inclusive
		326	318 to 325 inclusive
		327	318 to 326 inclusive
		328	318 to 327 inclusive
		329	318 to 328 inclusive
		331	330
		332	330, 331
		334	333
		335	333, 334
		336	333, 334, 335
		343	344 to 348 inclusive
		344	345 to 348 inclusive
		345	346, 347, 348

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Part 1 (Creation) Continued

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.[3]	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1 (con't)	Easement to Drain Water 1.5 Wide (A)	346 347 350 351 352 353 354 355	347, 348 348 349 349, 350 349, 350, 351 349 to 352 inclusive 349 to 353 inclusive 349 to 354 inclusive
2	Easement to Drain Water (Whole Lot) (B)	301	Liverpool City Council
3	Easement for Padmount Substation 2.75 Wide (C)	317	Epsilon Distribution Ministerial Holding Corporation
4	Restriction on the Use of Land	Part 317 & 318 denoted (D)	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the Use of Land	Part 317 & 318 denoted (E)	Epsilon Distribution Ministerial Holding Corporation
6	Easement for Access, Maintenance & Overhang 0.9 Wide (F)	301 302 303 304 305 306 307 308 309 310 312 313 314 315	302 303 304 305 306 307 308 309 310 311 313 314 315 316

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Part 1 (Creation) Continued

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.[3]	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6 (con't)	Easement for Access, Maintenance & Overhang 0.9 Wide (F)	319	318
		320	319
		321	320
		322	321
		323	322
		324	323
		325	324
		326	325
		327	326
		328	327
		329	328
		330	331
		334	333
		335	334
		339	340
		340	341
		341	342
		343	344
		344	345
		345	346
		346	347
		347	348
		349	348
		350	349
		351	350
		352	351
		353	352
		354	353
		355	354
7	Restriction on the Use of Land	301	Liverpool City Council

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Part 1 (Creation) Continued

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.[3]	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
8	Positive Covenant	301	Liverpool City Council
9	Restriction on the Use of Land	301	Liverpool City Council
10	Positive Covenant	301	Liverpool City Council
11	Restriction on the Use of Land	Each lot 301-355 inclusive	Every other lot 301-355 inclusive
12	Restriction on the Use of Land	312, 317, 332, 337, 343, 348, 355	Liverpool City Council
13	Positive Covenant	Each lot 301-356 inclusive	Liverpool City Council
14	Restriction on the Use of Land	313 to 316 inclusive 344 to 348 inclusive	Liverpool City Council

Part 2 (Terms)

Terms of Easement to Drain Water numbered 1 in the plan:

An Easement to Drain Water in the Terms as set out in part 3 of Schedule 8 of the Conveyancing Act 1919 amended, is created.

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

Terms of Easement to Drain Water numbered 2 in the plan:

An Easement to Drain Water in the Terms as set out in part 3 of Schedule 4A of the Conveyancing Act 1919 amended, is created.

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

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

Terms of Easement for Padmount Substation numbered 3 in the plan:

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

Name of Authority whose consent is required to release vary or modify the terms of the easement is Epsilon Distribution Ministerial Holding Corporation.

Terms of Restriction on the Use of Land numbered 4 in the plan:

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

Name of Authority whose consent is required to release vary or modify the terms of the easement is Epsilon Distribution Ministerial Holding Corporation.

Terms of Restriction on the Use of Land numbered 5 in the plan:

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

Name of Authority whose consent is required to release vary or modify the terms of the easement is Epsilon Distribution Ministerial Holding Corporation.

Terms of Easement for Access, Maintenance & Overhang numbered 6 in the plan:

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

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

(i) The lot benefitted;

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

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

(i) Entering into the lot burdened; and

(ii) Taking anything onto the lot burdened; and

(iii) Carrying out the necessary works.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
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Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

6.2 In exercising the rights under this clause 6.1, the owner of the lot benefitted must:

(a) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable; and

(b) Cause as little inconvenience to the owner and any occupier of the lot burdened; and

(c) Cause as little damage as practicable to the lot burdened and any improvement on it; and

(d) Restore the lot burdened as nearly as is practicable to its former condition; and

(e) Make good any collateral damage.

6.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.

6.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and

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

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

Terms of Restriction on the Use of Land numbered 7 in the plan:

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

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

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

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

For the purpose of this restriction, 'the system' means the Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 1118/2021 and as detailed on the plans approved by Liverpool City Council as Subdivision Works Certificate No. SWC-39/2023 on 2/12/2023 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Subdivision Works Certificate is held on Council File SWC-39/2023

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

Name of Authority whose consent is required to release vary or modify the terms of the restriction is Liverpool City Council.

Terms of Positive Covenant numbered 8 in the plan:

8.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:

(a) Keep the system clean and free from silt, rubbish and debris

(b) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File SWC-39/2023. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

(c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council' from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

(d) Notify Council in writing after each programmed maintenance inspection.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

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Dated:

Part 2 (Terms) Continued

(e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

8.2 Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 8.1(e) above.

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

I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 8.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

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

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

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 1118/2021 and as detailed on the plans approved by Liverpool City Council, as approved Subdivision Works Certificate No. SWC-39/2023 on 2/12/2023 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Subdivision Works Certificate is held on Council File SWC-39/2023.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

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

Name of Authority whose consent is required to release vary or modify the terms of the positive covenant is Liverpool City Council.

Terms of Restriction on the Use of Land numbered 9 in the plan:

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

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

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

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System to be constructed and/or installed on the land as required by Development Consent No 1118/2021 and as detailed on the plans approved by Liverpool City Council as Subdivision Works Certificate No. SWC-39/2023 on 2/12/2023 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Subdivision Works Certificate is held on Council File SWC-39/2023.

Liverpool City Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the Temporary Stormwater Pre-treatment system and temporary stormwater quality control devices and outlet works within the lots hereby burdened.

Name of Authority whose consent is required to release vary or modify the terms of the restriction is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

Terms of Positive Covenant numbered 10 in the plan:

10.1 The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:

(a) Keep the system clean and free from silt, rubbish and debris

(b) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File SWC-39/2023. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

(c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council' from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

(d) Notify Council in writing after each programmed maintenance inspection.

(e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

10.2 Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 10.1(e) above.

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

I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 10.2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

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

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

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System constructed and/or installed on the land as required by Development Consent No. 1118/2021 and as detailed on the plans approved by Liverpool City Council as approved Subdivision Works Certificate No. SWC-39/2023 on 2/12/2023 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Subdivision Works Certificate is held on Council File SWC-39/2023.

Liverpool City Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the Temporary Stormwater Pre-treatment System within the lots hereby burdened.

Name of Authority whose consent is required to release vary or modify the terms of the positive covenant is Liverpool City Council.

Terms of Restriction on the Use of Land numbered 11 in the plan:

11.1 No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.

11.2 No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.

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

11.4 No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey or neutral colours only.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
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Council's Subdivision Certificate No.
Dated:

Part 2 (Terms) Continued

11.5 No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.

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

11.7 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.

11.8 No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Thirteenth Ave 230 Pty Ltd or its successors in title or assigns.

11.9 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved by Thirteenth Ave 230 Pty Ltd or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building

11.10 No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.

11.11 The person having the power to release, vary or modify the terms of Restriction is **Thirteenth Ave 230 Pty Ltd of Suite 502, 95 Pitt Street, Sydney NSW 2000** for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be **the registered proprietors of the lots having the benefit**. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of Restriction on the Use of Land numbered 12 in the plan:

No dwelling house shall be constructed on the lot(s) hereby burdened unless the driveway crossings are located at least 6 metres away to the kerb and gutter tangent point.

Name of Authority whose consent is required to release vary or modify the terms of the restriction is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
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Dated:

Part 2 (Terms) Continued

Terms of Positive Covenant numbered 13 in the plan:

The lot hereby burdened must be maintained as an Asset Protection Zone (Inner Protection Area) in accordance with Section A4.1.1 of 'Planning for Bushfire Protection 2019" and the NSW Rural Fire Services document 'Standards for Asset Protection Zones'.

Name of Authority whose consent is required to release vary or modify the terms of the positive covenant is Liverpool City Council.

Terms of Restriction on the Use of Land numbered 14 in the plan:

No dwelling house or other structure shall be erected on the lot(s) hereby burdened unless they are sited and constructed in accordance with the approved building envelope plans listed in Notice of Determination No. 1118/2021 issued by Liverpool City Council on 13/06/2023 or any subsequent modification of DA 1118/2021 approved by Liverpool City Council. Any zero lot construction shall not exceed 11m in length.

Name of Authority whose consent is required to release vary or modify the terms of the restriction is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

EXECUTED by **Thirteenth Ave 230 Pty Ltd**)
ACN 644 252 460 by its attorney)
Robert Peter Sandell pursuant to Power of)
Attorney Registered Book No)
Dated)

.....
Signature of authorised person

.....
Signature of Witness

.....

.....

.....
Name and address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

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

Signature of witness:

Name of witness:

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

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

Signature of attorney:

Name and position of attorney:

Power of attorney:
Book 4727 No 524

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

Endeavour Energy reference:

Date of signature:

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

Lengths are in Metres

Plan:

PLAN OF SUBDIVISION OF
LOTS 704 AND 705 DP 1294970 covered by
Council's Subdivision Certificate No.
Dated:

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

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

Signature of Delegate

Signature of Witness

Name of Delegate

Name of Witness

Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL .....
General Manager / Authorised Officer

A1
227
226
225
224
223
228
227
222
ROAD
DIAGRAM - 1
BEP - LOTS (223 TO 226)
212
214
215
TEWLFTH
AVENUE
ROAD
DIAGRAM - 3
BEP - LOT 215
ROAD
245
244
243
242
241
246
239
240
ROAD
DIAGRAM - 2
BEP - LOTS (241 TO 244)
LUPPITOI CITY COUNCIL
NOTE:
PLAN NOT FOR NSW LRS INVESTIGATION
PRELIMINARY PLAN ONLY NOT DIMENSIONS AND AREAS SUBJECT TO SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS
PROPOSED EASEMENT LOCATIONS ARE INDICATIVE ONLY & SUBJECT TO DEVELOPMENT CONSENT, DETAILED DESIGN, CONSTRUCTION, SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS
PRELIMINARY
CRAIG & RHODES
TAKE THE LEAD
BEP PLAN
THIRTEENTH AVE. 238 PTY LTD ATF CROWN HUSTLER
163-20
163-20G LOT 1 SH 1 CA
- BEP Plan 1

ROAD
348
349
347
346
345
342
344
343
ROAD
312
311
313
314
318
315
316
317
ROAD
DIAGRAM - 4
BEP - LOTS (344 TO 347)
DIAGRAM - 5
BEP - LOTS (313 TO 316)
NOTE:
PLAN NOT FOR INSTALLATION
PRELIMINARY PLAN ONLY LOT DIMENSIONS AND AREAS SUBJECT TO SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS
PROPOSED EASEMENT LOCATIONS ARE INDICATIVE ONLY & SUBJECT TO DEVELOPMENT CONSENT, DETAILED DESIGN, CONSTRUCTION, SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS
CRAIG & RHODES
TAKE THE LEAD
PRELIMINARY

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 704/1294970

SEARCH DATE	TIME	EDITION NO	DATE
17/7/2023	11:50 AM	1	28/6/2023

LAND

LOT 704 IN DEPOSITED PLAN 1294970
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1294970

FIRST SCHEDULE

THIRTEENTH AVE 230 PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AT131380 MORTGAGE TO AUSTRALIAN COMMERCIAL MORTGAGE CORPORATION PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1294400.

*** END OF SEARCH ***

23/8620 PRINTED ON 17/7/2023

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LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 705/1294970

SEARCH DATE	TIME	EDITION NO	DATE
17/7/2023	11:50 AM	1	28/6/2023

LAND

LOT 705 IN DEPOSITED PLAN 1294970
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1294970

FIRST SCHEDULE

THIRTEENTH AVE 230 PTY LTD

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 P720206 PIPELINE EASEMENT 24.385 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM, AFFECTING THE PART SHOWN AS PIPELINE EASEMENT 24.385 WIDE ON SHEET 15 OF DP499001
3 6178069 PIPELINE EASEMENT 15.38 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM, SHOWN IN DP1002751
4 AT131719 MORTGAGE TO AUSTRALIAN COMMERCIAL MORTGAGE CORPORATION PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1294400.

*** END OF SEARCH ***

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 706/1294970

SEARCH DATE	TIME	EDITION NO	DATE
17/7/2023	11:50 AM	1	28/6/2023

LAND

LOT 706 IN DEPOSITED PLAN 1294970
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1294970

FIRST SCHEDULE

THIRTEENTH AVE 230 PTY LTD

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 P720206 PIPELINE EASEMENT 24.385 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM, AFFECTING THE PART SHOWN AS PIPELINE EASEMENT 24.385 WIDE ON SHEET 15 OF DP499001
3 6178069 PIPELINE EASEMENT 15.38 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM, SHOWN IN DP1002751
4 AT131725 MORTGAGE TO AUSTRALIAN COMMERCIAL MORTGAGE CORPORATION PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1294340.

*** END OF SEARCH ***

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LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 707/1294970

SEARCH DATE	TIME	EDITION NO	DATE
17/7/2023	11:50 AM	1	28/6/2023

LAND

LOT 707 IN DEPOSITED PLAN 1294970
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1294970

FIRST SCHEDULE

THIRTEENTH AVE 230 PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AT131380 MORTGAGE TO AUSTRALIAN COMMERCIAL MORTGAGE CORPORATION PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1294340.

*** END OF SEARCH ***

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LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 708/1294970

SEARCH DATE	TIME	EDITION NO	DATE
17/7/2023	11:50 AM	1	28/6/2023

LAND

LOT 708 IN DEPOSITED PLAN 1294970
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1294970

FIRST SCHEDULE

THIRTEENTH AVE 230 PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AT131722 MORTGAGE TO AUSTRALIAN COMMERCIAL MORTGAGE CORPORATION PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1294283.

*** END OF SEARCH ***

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LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 709/1294970

SEARCH DATE	TIME	EDITION NO	DATE
17/7/2023	11:50 AM	1	28/6/2023

LAND

LOT 709 IN DEPOSITED PLAN 1294970
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1294970

FIRST SCHEDULE

THIRTEENTH AVE 230 PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AT131716 MORTGAGE TO AUSTRALIAN COMMERCIAL MORTGAGE CORPORATION PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1294283.

*** END OF SEARCH ***

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Received: 17/07/2023 11:50:02

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 1 SHEETS

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70						
COORDINATE EDIT						
MARK	PCG COORDINATES EASTING	NORTHING	CLASS	PU	METHOD	STATE
[illegible]	[illegible]	[illegible]	C	N/A	SCIMS	PGA94
[illegible]	[illegible]	[illegible]	C	N/A	SCIMS	PGA94
[illegible]	[illegible]	[illegible]	D	3.55	SCIMS	PGA94
DATE OF SCIMS COORDINATES.				MGA ZONE: 56	MGA DATUM	GDA2020
STAT MAY 2023	COMBINED SCALE FACTOR 1.000033					

'K' - PRIOR EASEMENT PLACED WHEN MAP PRINTED (D.P. [illegible])
'L' - PRIOR EASEMENT PLACED WHEN MAP PRINTED (D.P. [illegible])

SURVEYOR	PLAN OF	LGA: LIVERPOOL	Registered	
Name: STEPHEN CRAIG BISHOP	REDEFINITION OF LOTS 680, 681, 703, 707, 708 AND 709	Locality: AUSTRAL	28.06.2023	DP1294970
Date: 10.2.2023	D.P.2475	Reduction Ratio: 1: 1200		
Reference: 1580R		Length in metres		

Req:R80469; /Doc:DP 1294970 P /Rev:28-Jun-2023 /NSW LRS /Prt:29-Jun-2023 13:19 /Seq:1 of 4
© Office of the Registrar-General; /Src:InfoTrack /Ref:182-20

Req:R804651 /Doc:DP 1294970 P /Rev:28-Jun-2023 /NSW LRS /Prt:29-Jun-2
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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 28/06/2023

Title System: TORRENS

Office Use Only

DP1294970

PLAN OF REDEFINITION OF LOTS 690, 691, 706, 707, 708 AND 709 DP 2475

LGA: **LIVERPOOL**

Locality: **AUSTRAL**

Parish: **CABRAMATTA**

County: **CUMBERLAND**

Survey Certificate

I, STEPHEN CRAIG BISHOP.....

of COLLIERS, SUITE 7.01, 3 RIDER BLVD, RHODES 2138.....

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 1/06/2023....., or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' – 'Y'.....

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 14/06/2023

Surveyor Identification No: 7344.....

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

~~Crown Lands NSW/Western Lands Office Approval~~

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

~~Signature: .....~~

~~Date: .....~~

~~File Number: .....~~

~~Office: .....~~

~~Subdivision Certificate~~

~~I, ...~~

~~*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.~~

~~Signature: .....~~

~~Registration number: .....~~

~~Consent Authority: .....~~

~~Date of endorsement: .....~~

~~Subdivision Certificate number: .....~~

~~File number: .....~~

~~*Strike through if inapplicable.~~

Plans used in the preparation of survey/~~compilation~~.

DP 2475	DP 1247151
DP 499001	DP 1260112
DP 1002751	DP 1265823
DP 1016618	DP 1272804
DP 1044691	

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

Surveyor's Reference: 188-20R

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

Req:R804651 /Doc:DP 1294970 P /Rev:28-Jun-2023 /NSW LRS /Prt:29-Jun-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Office Use Only

Registered: 28/06/2023

Office Use Only

DP1294970

PLAN OF REDEFINITION OF LOTS 690, 691, 706, 707, 708 AND 709 DP 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.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
704	56-60	THIRTEENTH	AVENUE	AUSTRAL
705	50	THIRTEENTH	AVENUE	AUSTRAL
706	105	TWELFTH	AVENUE	AUSTRAL
707	115	TWELFTH	AVENUE	AUSTRAL
708	125	TWELFTH	AVENUE	AUSTRAL
709	135	TWELFTH	AVENUE	AUSTRAL

EXECUTED by Thirteenth Ave 230 Pty Ltd
ACN 644 252 460 by its attorney
Robert Peter Sandell pursuant to Power of
Attorney Registered Book 4807 No 278
dated 20.12.2022

R S...

Signature of authorised person

Signature of Witness

CHRIS McCLELLAND

5/95 PITT ST SYDNEY NSW 2000

Name and address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20R

Req:R804651 /Doc:DP 1294970 P /Rev:28-Jun-2023 /NSW LRS /Prt:29-Jun-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 28/06/2023

Office Use Only

DP1294970

PLAN OF REDEFINITION OF LOTS 690, 691, 706, 707, 708 AND 709 DP 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.

SIGNED SEALED AND DELIVERED on behalf of **Australian Commercial Mortgage Corporation Pty Ltd ACN 109 865 590 as trustee for the Balmain Opportunity Trust No.1** in accordance with section 127 of the *Corporation Act* 2001:

~~Secretary~~/Director

WILLIAM IAN DAVIS

Print name

Director

ANDREW GRIFFIN

Print name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 188-20R

Req:R890527 /Doc:DL P720206 /Rev:25-Mar-1998 /NSW LRS /Pgs:ALL /Prt:17-Jul-2023 12:03 /Seq:1 of 17
© Office of the Registrar-General /Src:InfoTrack /Ref:2378620

86

5 PM 12 58 P720206

ON UNDER SECTION 46C

REAL PROPERTY ACT, 1900

I, NORMAN EGAN CONNELLAN, Secretary for the time being of THE AUSTRALIAN GAS LIGHT COMPANY, in consequence of the Licence granted to me under Section 14 of the Pipelines Act, 1967, hereby request the Registrar General to give effect to the vesting of the land notified in Government Gazette No. 154 of 20th December, 1974 (folios 4996 to 5001 inclusive) as amended by Government Gazettes No. 12 of 10th January, 1975 (folio 93) and No. 22 of 24th January, 1975 (folios 267 and 268), true copies of which are annexed hereto, and make all recordings in the Register so far as it relates to the land shown in Deposited Plan 499001 which is comprised in the certificates of title referred to hereunder and sheets 2 to 6 (inclusive) of the schedules annexed.

Reference to Title		Whole or Part	Parish	County	Sheet No. of Plan
Volume	Folio				
As shown in sheets 2 to 6 (inclusive) of the schedule annexed hereto.					

Dated at Sydney this 23rd day of March 1976.

Signed in my presence by
NORMAN EGAN CONNELLAN
who is personally known to me
..... J.P.

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

Req:R890527 /Doc:DL P720206 /Rev:25-Mar-1998 /NSW LRS /Pgs:ALL /Prt:17-Jul-2023 12:03 /Seq:2 of 17
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This is the annexure referred to as sheet ..2.. in application by NORMAN EGAN CONNELLAN dated 23rd day of March 1976

Reference to Title		Whole or Part	Parish	County	Sheet No. of Plan
Volume	Folio				
8369	26	Part	Wilton (Whole of Lot 1 DP.570000)	Camden	1
2761	3	Part	Wilton	Camden	5
12034	32	Part	Wilton	Camden	5
2799	3	Part	Wilton	Camden	5
3590	129	Part	Wilton	Camden	5
2961	250	Part	Wilton	Camden	5
7145	170	Part	Appin	Cumberland	6
6328	77	Part	Appin	Cumberland	6
12247	231/233 (inclusive)	Part	Appin	Cumberland	7
11343	164	Part	Appin	Cumberland	7
11343	163	Part	Appin	Cumberland	7
12621	220	Part	Appin	Cumberland	8
7644	102/103	Part	Manangle	Cumberland	8
7197	234	Part	Manangle	Cumberland	8
7733	139	Part	Manangle	Cumberland	9
9466	145	Part	St. Peter	Cumberland	11
10406	37	Part	St. Peter	Cumberland	11

{ Now "WHOLE" Vol. 12814 Fol. 230 Added in Reg. Gen's. Office

{ Now "PART" Vol. 12689 Fol. 200 Added in Reg. Gen's. Office

Req:R890527 /Doc:DL P720206 /Rev:25-Mar-1998 /NSW LRS /Pgs:ALL /Prt:17-Jul-2023 12:03 /Seq:3 of 17
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This is the annexure referred to as sheet ..3.. in application by NORMAN EGAN CONNELLAN dated 16 March day of March 1976

Reference to Title		Whole or Part	Parish	County	Sheet No. of Plan	
Volume	Folio					
8378	176	Part	Narellan	Cumberland	11	P
2935	17	Part	Narellan	Cumberland	11	
4588	244	Part	St. Peter	Cumberland	11	
8061	206	Part	Narellan	Cumberland	12	
12536	127	Part	Narellan	Cumberland	12	
10163	25	Part	Narellan	Cumberland	12	P
11894	109	Part	Narellan	Cumberland	12	
12004	213	Part	Minto	Cumberland	12	
9380	246	Part	Minto	Cumberland	12	
7114	65	Part	Minto	Cumberland	12	P
11367	2A/2B	Part	Minto	Cumberland	12	
3523	24	Part	Minto	Cumberland	12, 13	
1053	235	Part	Minto	Cumberland	13	
6351	10	Part	Minto	Cumberland	13	
9511	48	Part	Minto	Cumberland	13	
5284	40	Part	Minto	Cumberland	13	
10494	31	Whole	Cabramatta	Cumberland	3	LAND
10494	35	Whole	Cabramatta and Minto	Cumberland	3	LAND

.....J.P.

.....

Req:R890527 /Doc:DL P720206 /Rev:25-Mar-1998 /NSW LRS /Pgs:ALL /Prt:17-Jul-2023 12:03 /Seq:4 of 17
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This is the annexure referred to as sheet ...4... in application by NORMAN EGAN CONNELLAN dated [illegible] day of March 1976

Reference to Title		Whole or Part	Parish	County	Sheet No. of Plan
Volume	Folio				
10494	26	Part	Cabramatta	Cumberland	13
10494	25	Part	Cabramatta	Cumberland	13
10494	24	Part	Cabramatta	Cumberland	13
10494	22	Part	Cabramatta	Cumberland	14
6103	125	Part	Cabramatta	Cumberland	14
10683	214	Part	Cabramatta	Cumberland	14
7038	207	Part	Cabramatta	Cumberland	14
7209	182	Part	Cabramatta	Cumberland	14
12036	28	Part	Cabramatta	Cumberland	14
5551	231, 232	Part	Cabramatta	Cumberland	15
1122	65	Part	Cabramatta	Cumberland	15
1068	94	Part	Cabramatta	Cumberland	15
11594	249	Part	Cabramatta	Cumberland	15
7757	223	Part	Cabramatta	Cumberland	15
7610	121	Part	Cabramatta	Cumberland	15
7776	28	Part	Cabramatta	Cumberland	15
11811	218	Part	Cabramatta	Cumberland	15
4994	98	Part	Cabramatta	Cumberland	16

Req:R890527 /Doc:DL P720206 /Rev:25-Mar-1998 /NSW LRS /Pgs:ALL /Prt:17-Jul-2023 12:03 /Seq:5 of 17
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This is the annexure referred to as sheet ..5.. in application by NORMAN EGAN CONNELLAN dated 4th 23rd day of March 1976

Reference to Title		Whole or Part	Parish	County	Sheet No. of Plan
Volume	Folio				
9990	245	Part	Cabramatta	Cumberland	16
1074	24	Part	Cabramatta	Cumberland	16
9607	117	Part	Cabramatta	Cumberland	16
11412	231	Part	Cabramatta	Cumberland	16
11412	230	Part	Cabramatta	Cumberland	16
1083	250	Part	Cabramatta	Cumberland	16
6235	8	Part	Cabramatta	Cumberland	16
6312	213	Part	Cabramatta	Cumberland	16
6373	212	Part	Cabramatta	Cumberland	16
9023	231	Part	Cabramatta	Cumberland	16
7269	207	Part	Melville	Cumberland	19
9530	236	Part	Melville	Cumberland	19
7763	239	Part	Melville	Cumberland	19
10738	52	Part	Melville	Cumberland	20
10644	67	Part	Melville	Cumberland	20
10644	68	Part	Melville	Cumberland	20
10644	66	Part	Melville	Cumberland	20
10644	65	Part	Melville	Cumberland	20

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This is the annexure referred to as sheet ..5.., in application by NORMAN EGAN CONNELLAN dated the 2nd day of March 1976

Reference to Title		Whole or Part	Parish	County	Sheet No. of Plan
Volume	Folio				
10644	54	Part	Melville	Cumberland	20
9017	224	Part	Melville	Cumberland	22
4916	78	Part	Melville	Cumberland	22
7519	171	Part	Melville	Cumberland	22
8198	68,69	Part	Melville	Cumberland	22
5974	157	Part	Melville	Cumberland	22
5546	138	Part	Melville	Cumberland	22
10712	125	Part	(Lot 1, subdivision of: Part portion 95 Parish of Melville and part Lot D7 FP 408890, portion part 79 Parish of Prospect)	Cumberland	4
7952	245	Part		Cumberland	4

A. Dreyer J.P.

N. Connellan

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(1970-6678 T.)

Authority to Enter No. 6492 Metropolitan (Application No. 480 Scone), R. A. Tilse, Parish of Waverly, County of Brisbane, area of 38.45 hectares, dated 29th May, 1973.

(1973-627 T.)

Authority to Enter No. 7604 Glen Innes (Application No. 172 Glen Innes), J. W. MacDonald, Parish of Boyd, County of Gough, area of 287.73 hectares, dated 10th May, 1973.

(1973-80 T.)

Authority to Enter No. 6483 Metropolitan (Application No. 503 Scone), R. E. E. Ellis, Parish of Tomalla, County of Hawes, area of 270.73 hectares, dated 29th May, 1973.

(1972-5649 T.)

Authority to Enter No. 7592 Glen Innes (Application No. 1563 Emmaville), C. A. Fowler, Parish of Scone, County of Gough, area of 63.54 hectares, dated 3rd May, 1973.

WAL. FIFE, Minister for Mines.

REFUSAL OF APPLICATIONS FOR RENEWAL

IT is hereby notified that the renewal applications on the undermentioned authorities have been refused, such refusal to take effect from 20th December, 1974:

(1968-3427 T.)

Authority to Enter No. 2332 Tamworth, A. B. & B. M. McCullock, Parish of Moombi, County of English, area of 313.3 hectares, dated 15th November, 1973.

(1968-3425 T.)

Authority to Enter No. 2330 Tamworth, A. B. & B. M. McCullock, Parish of Moombi, County of English, area of 390.5 hectares, dated 15th November, 1973.

(1970-2082 T.)

Authority to Enter No. 2353 Tamworth, K. M. Mulligan and S. V. Newberry, Parish of Williams, County of Hardinge, area of 190.2 hectares, dated 7th December, 1973.

(1970-9180 T.)

Authority to Enter No. 2331 Tamworth, T. McCullock, Parish of Turi, County of Parry, area of 365.4 hectares, dated 15th November, 1973.

(1972-2700 T.)

Authority to Enter No. 342 Cooma, W. M. Cutler, Parish of Yararo, County of Cowley, area of about 6.07 hectares, dated 29th November, 1973.

WAL. FIFE, Minister for Mines.

SUSPENSION OF LABOUR CONDITIONS ON CERTAIN AUTHORITIES

IN pursuance of the powers conferred upon me by the Mining Act, 1973, as amended, section 76 (2), I WAL. FIFE, Minister for Mines, after inquiry and report by the Inspector of Mines, have granted suspension of labour conditions on the undermentioned authorities for the periods there against:

(1974-3831 T.)

Private Lands Leases 529, 530 (Act, 1924), 3038 (Act, 1906), George Matthew Wilkins, for a period of 3 months from 23rd September, 1974, Mineral Lease 5907 (Act 1906), Private Lands Lease 1251 (Act, 1924), George Maxwell Bennett, for a period of 6 months from 24th October, 1974, Private Lands Leases 3746, 3747, 3748 (Act, 1906), Ernest Tremain, for a period of 3 months from 7th September, 1974, Special (Private Lands) Lease 140 (Act, 1963), Agriindustrial Co. Pty Limited, for a period of 6 months from 17th November, 1974, Gold Leases 5843, 5854, 5856, 5868, 5869, 5870, 5872 (Act, 1906), R. Walton, for a period of 6 months from 23rd October, 1974, Special Leases 413, 429, 461, 381, 228, 224 (Act, 1906), Dredging Lease 1266 (Act, 1906), Mineral Lease 6053 (Act, 1906), Tullohong Tin & Dominion Mining N.L., for a period of 6 months from 7th August, 1974.

WAL. FIFE, Minister for Mines.

WITHDRAWAL OF APPLICATION FOR RENEWAL

IT is hereby notified that the renewal application received on the undermentioned lease has been withdrawn, such withdrawal to take effect from 20th December, 1974:

(1974-865 T.)

Special Lease No. 312 (Act, 1906), Wyong Alluvials Pty Ltd, portion ML 89, Parish of Wallarah, County of Northumberland, area of 22.56 hectares, dated 28th September, 1965.

WAL. FIFE, Minister for Mines.

ERRATUM

IT is hereby notified that the notice appearing in the Government Gazette of 19th July, 1974, folio No. 2821, relating to the refusal of the application for renewal of Mineral Lease No. 470 (Act, 1906), the portion numbered should have read ML 89 instead of ML 80.

WAL. FIFE, Minister for Mines.

EXPLOSIVES ACT, 1905

CLASSIFICATION AND DEFINITION OF EXPLOSIVES

I, Sir ARTHUR ROBERT CUTLER, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the provisions of section 6 of the Explosives Act, 1905, do hereby classify and define the explosive known as "Higel" manufactured by Nobel (Australasia) Proprietary Limited and authorize its manufacture or importation into New South Wales in accordance with the Schedule hereto.

Dated this twenty-seventh day of November, 1974.

A. R. CUTLER, Governor.

By His Excellency's Command,

WAL. FIFE, Minister for Mines.

SCHEDULE

Explosive: Higel (manufactured by Nobel (Australasia) Pty Ltd) (ZZ).

Classification: Class 3 Division 1.

Composition: An explosive consisting principally of nitroglycerine/nitroglycol and ammonium nitrate, made to a formulation held confidentially by the Superintendent of Explosives. Provided that numbers and letters may be added to the name.

Manufacture and Importation: This explosive may be manufactured in or imported into New South Wales. (7205)

PIPELINES ACT, 1967

NOTIFICATION OF VESTING OF LAND AND EASEMENT

A LICENCE having been granted on the 27th day of November, 1974, under section 14 of the Pipelines Act, 1967, to NORMAN EGAN CONNELLAN, the Secretary for the time being of The Australian Gas Light Company, to construct and operate a pipeline and to construct, install and use appurtenances or works for the conveyance of natural gas in relation to the lands described in the First and Second Schedules to such Licence (being the lands described in the First and Second Schedules hereto) it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that in pursuance of the provisions of section 21 of the Pipelines Act, 1967, the lands described in the "First Schedule" hereto are vested in the said Norman Egan Connellan, the Secretary for the time being of The Australian Gas Light Company, for an estate in fee simple in possession subject to the reservations and conditions (if any) contained in the original Crown Grants and subject as regards—

(i) the land first described in the said First Schedule to the exception therefrom of all minerals therein not reserved by the original Crown Grants;

(ii) the land secondly described in the said First Schedule to Petroleum Exploration Licence No. 194 and Authorisation No. 6 by the Department of Mines;

(iii) the land thirdly described in the said First Schedule to Petroleum Exploration Licence No. 198 and Authorisation No. 6 by the Department of Mines;

(iv) the land fourthly described in the said First Schedule to Petroleum Exploration Licence No. 198,

to the Crown

and otherwise freed and discharged from all trusts, obligations, estates, interests, contracts, charges, rates, rights-of-way or other easements whatsoever and no easement for pipeline within the meaning of the said Act and the Regulations thereunder over the lands described in the Second Schedule hereto is vested in the said Norman Egan Connellan, the Secretary for the time being of The Australian Gas Light Company; provided that the expression "easement for pipeline" shall be read and construed as if in paragraph (b) of Form 15 in the First Schedule to the said Regulations the word "and" where secondly occurring were deleted and the word "or" were inserted in lieu thereof.

Signed and sealed at Sydney, this eighteenth day of December, 1974.

A. R. CUTLER, Governor.

By His Excellency's Command,

WAL. FIFE, Minister for Mines.

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FIRST SCHEDULE

(1) All that piece or parcel of land situate in the Parish of Wilton County of Camden shown on Sheet 1 Deposited Plan 499001 as lot 1 in Deposited Plan 570000 and being part of the land comprised in Certificate of Title volume 8369 folio 26;

(2) All that piece or parcel of land situate in the Parish of St Peter County of Cumberland shown on Sheet 2 Deposited Plan 499001 as lot 27 of a subdivision of portion 2 and being part of the land comprised in Certificate of Title volume 8497 folio 204;

(3) All that piece or parcel of land situate in the Parishes of Minto and Cabramatta County of Cumberland shown on Sheet 3 Deposited Plan 499001 as lots 10 and 14 of Deposited Plan 231528 and being the whole of the land comprised in Certificates of Title volume 10496 folios 31 and 35;

(4) All that piece or parcel of land situate in the Parishes of Melville and Prospect County of Cumberland shown on Sheet 4 Deposited Plan 499001 as lot 5 of a subdivision of portion 95 Parish of Melville and lot D7 Filed Plan 408890 (part of portion 79) Parish of Prospect and being part of the land comprised in Certificates of Title volume 7957 folio 245 and volume 10712 folio 125.

SECOND SCHEDULE

All those pieces or parcels of land to a depth of 20 metres below the surface situate in the Parish of Wilton County of Camden being—

(i) that part of Ashwood Road shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001;

(ii) that part of portion 3 being land in Filed Plan 956355 shown as "Pipeline Easement 24.385 wide and var." on Sheet 5 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 2761 folio 3;

(iii) that part of lot B Filed Plan 357138 shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001 and being part of the land in Certificate of Title volume 12034 folio 32;

(iv) that part of the bed of Yunguida Coomb or Horse Paint Creek shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001;

(v) that part of lot 33 Deposited Plan 5152 shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001; and being part of the land comprised in Certificate of Title volume 2799 folio 3;

(vi) that part of lot B Deposited Plan 32515 shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2966 No. 348;

(vii) that part of Trunk Road No. 95 (Douglas Park Road) shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001;

(viii) that part of lot F Deposited Plan 32515 shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 1845 No. 449;

(ix) that part of road separating lot F Deposited Plan 32515 from lot 3 Filed Plan 309188 shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001.

Also those pieces or parcels of land to a depth of 150 metres below the surface situate as last aforesaid being—

(i) that part of lot 3 Filed Plan 309188 shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 3590 folio 129.

(ii) that part of lot 39a Deposited Plan 5152 shown as "Pipeline Easement 24.385 wide" on Sheet 5 and being part of the land comprised in Certificate of Title volume 2961 folio 250;

All that piece or parcel of land to a depth of 20 metres below the bed of the Cabramatta River situate by the Parishes of Wilton and Appin Counties of Camden and Cumberland shown as "Pipeline Easement 24.385 wide" on Sheet 5 Deposited Plan 499001.

Also all that piece or parcel of land to a depth of 150 metres below the surface situate in the Parish of Appin County of Cumberland being that part of State Coal Mine Reserve, part Mining Lease No. 7 and part Special Lease 1938-31 Picton shown as "Pipeline Easement 24.385 wide" on Sheets 5 and 6 Deposited Plan 499001.

No. 154, 20th December, 1974—4

Also all those pieces or parcels of land to a depth of 20 metres situate as last aforesaid being—

(i) that part of the reservoir road adjoining portion 36 shown as "Pipeline Easement 24.385 wide" on Sheet 6 Deposited Plan 499001;

(ii) that part of portion 36 shown as "Pipeline Easement 24.385 wide" on Sheet 6 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2245 No. 966;

(iii) that part of the land shown in Filed Plan 88465 (part portion 29) shown as "Pipeline Easement 24.385 wide" on Sheet 6 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7145 folio 170;

(iv) that part of portion 30 shown as "Pipeline Easement 24.385 wide" on Sheet 6 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 6328 folio 77;

(v) that part of portion 28 shown as "Pipeline Easement 24.385 wide" on Sheet 6 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7145 folio 170;

(vi) that part of Sydney Water Supply Tunnel within portions 28 Book 206 No. 142 and 30 Vol. 1101 folio 23 shown as "Pipeline Easement 24.385 wide" on Sheet 6 Deposited Plan 499001;

(vii) that part of lot 10 Lachlan Vale Estate (part portion 27) shown as "Pipeline Easement 24.385 wide" on Sheet 6 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2980 No. 43;

(viii) that part of lot 9 Lachlan Vale Estate (part portion 27) shown as "Pipeline Easement 24.385 wide" on Sheet 6 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 3017 No. 877;

(ix) that part of lot 8 Lachlan Vale Estate (part portion 27) shown as "Pipeline Easement 24.385 wide" shown on Sheets 6 and 7 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2980 No. 84;

(x) that part of Brooks Point Road (through lot 8 Lachlan Vale Estate shown as "Pipeline Easement 24.385 wide" on Sheet 6 Deposited Plan 499001;

(xi) that part of road separating lot 8 from lot 5 Lachlan Vale Estate shown as "Pipeline Easement 24.385 wide" on Sheet 7 Deposited Plan 499001;

(xii) that part of lot 5 Lachlan Vale Estate (part portion 27) shown as "Pipeline Easement 24.385 wide" on Sheet 7) Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 3003 No. 875;

(xiii) that part of lots 1 to 3 inclusive Deposited Plan 245396 shown as "Pipeline Easement 24.385 wide and var." on Sheet 7 Deposited Plan 499001 and being part of the land comprised in Certificates of Title volue 12267 folios 231, 232 and 233;

(xiv) that part of the bed of Illindale Creek separating lots 1 to 3 Deposited Plan 245396 from lot 7 Deposited Plan 209113 shown as "Pipeline Easement 24.385 wide" on Sheet 7 Deposited Plan 499001;

(xv) that part of lot 7 Deposited Plan 209113 shown as "Pipeline Easement 24.385 wide" on Sheet 7 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11343 folio 164;

(xvi) that part of lot 1 Deposited Plan 209113 shown as "Pipeline Easement 24.385 wide" on Sheet 7 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11343 folio 163;

(xvii) that part of lots 22 and 23 Deposited Plan 572558 shown as "Pipeline Easement 24.385 wide and var." on Sheet 7 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2201 No. 764;

(xviii) that part of Macquarievale Road separating lot 2 Deposited Plan 561497 from lot 7 Deposited Plan 557763 shown as "Pipeline Easement 24.385 wide" on Sheet 7 Deposited Plan 499001;

(xix) that part of lot 7 Deposited Plan 557763 shown as "Pipeline Easement 24.385 wide and var." shown on Sheet 8 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 3065 No. 123;

(xx) that part of the bed of Ousedale Creek separating lot 7 Deposited Plan 557763 from lot 7 Deposited Plan 557762 shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001;

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(xxi) that part of lot 7 Deposited Plan 240740 shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 12621 folio 220;

(xxii) that part of road in Ouscdale Estate separating lot 8 from lot 16 shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001;

(xxiii) that part of lots 8, 15 and 16 Ouscdale Mutton Estate (parts portions 2 and 11) shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2980 No. 224;

(xxiv) that part of road separating lot 12 from part lot 15 Ouscdale Mutton Estate shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001.

(xxv) that part of lot 12 Ouscdale Estate (part portion 2) shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 1937 No. 507;

Also all that piece or parcel of land to a depth of 20 metres below the bed of that part of Molonty Creek situate in the Parishes of Appin and Mamangle County of Cumberland shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001.

Also all those pieces and parcels of land to a depth of 20 metres below the surface situate in the Parish of Mamangle County of Cumberland being—

(i) that part of portion 96 shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7644 folios 102 and 103;

(ii) that part of portion 69 Book 508 No. 623 shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001;

(iii) those parts of portions 83 and 84 F.P. 62539 shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7197 folio 234;

(iv) that part of the bed of Nepean Creek through portion 88 shown as "Pipeline Easement 24.385 wide" on Sheet 8 Deposited Plan 499001;

(v) that part of portion 79 shown as "Pipeline Easement 24.385 wide" on sheets 8 and 9 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 3017 No. 632;

(vi) that part of portions 65, 69, 70 and 105 (exclusive of the site of Sydney Water Supply within portion 65) shown as "Pipeline Easement 24.385 wide and var." on Sheet 9 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7733 folio 139;

(vii) that part of the bed of Woodhouse Creek separating portion 105 from portion 65 shown as "Pipeline Easement 24.385 wide" on Sheet 9 Deposited Plan 499001;

(viii) that part of the Sydney Water Supply Channel within portion 65 and shown as "Pipeline Easement 24.385 wide" on sheet 9 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 2659 folio 104;

(ix) that part of the bed of Mamangle Creek separating part portion 65 from part portion 58 shown as "Pipeline Easement 24.385 wide" on Sheet 9 Deposited Plan 499001;

(x) that part of portion 58 shown as "Pipeline Easement 24.385 wide" on Sheet 9 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2667 No. 256;

(xi) that part of lot 35 Deposited Plan 250946 (part portion 35) shown as "Pipeline Easement 24.385 wide and var." on Sheet 9 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2754 No. 592;

(xii) that part of lot 33 Deposited Plan 250946 (part portion 33) shown as "Pipeline Easement 24.385 wide" on Sheet 9 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2667 No. 256;

(xiii) that part of portion 32 shown as "Pipeline Easement 24.385 wide" on Sheet 9 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 3059 No. 374;

(xiv) that part of portion 30 shown as "Pipeline Easement 24.385 wide" on Sheet 9 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2647 No. 487;

(xv) that part of lot 1 Deposited Plan 542201 (part portion 36) shown as "Pipeline Easement 24.385 wide and var." on Sheet 9 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11607 folio 214;

(xvi) that part of portion 29 shown as "Pipeline Easement 24.385 wide" on Sheet 9 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 1462 No. 523;

(xvii) that part of lot 1 Deposited Plan 542201 (part portion 5) shown as "Pipeline Easement 24.385 wide and var." on Sheet 9 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11607 folio 214;

(xviii) that part of Mamangle Road (Main Road No. 179) separating lot 1 Deposited Plan 542201 from lot 1 Deposited Plan 537307 shown as "Pipeline Easement 24.385 wide" on Sheet 9 Deposited Plan 499001;

Also all that piece or parcel of land to a depth of 20 metres situate in the Parishes of Mamangle and Narellan County of Cumberland being that part of lot 1 Deposited Plan 537307 (parts portions 4 and 5 Parish of Mamangle and part portion 49 Parish of Narellan) shown as "Pipeline Easement 24.385 wide and var." on Sheet 10 Deposited Plan 499001 and being part of the land comprised in Certificates of Title volume 8004 folio 213 and volume 8395 folio 50.

Also all those pieces or parcels of land to a depth of 20 metres situate in the Parish of Narellan County of Cumberland being—

(i) that part lot 1 Deposited Plan 398979 (parts of portions 49 and 101) shown as "Pipeline Easement 24.385 wide" on Sheet 10 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7403 folio 150;

(ii) that part of Minto Road through portion 10 shown as "Pipeline Easement 24.385 wide" on Sheet 10 Deposited Plan 499001;

(iii) that part of the Great Southern Railway shown as "Pipeline Easement 24.385 wide" on Sheet 10 Deposited Plan 499001;

(iv) that part of lot 11 Deposited Plan 19653 (part portion 10) shown as "Pipeline Easement 24.385 wide and var." on Sheet 10 Deposited Plan 499001 and being also part of the land comprised in Certificate of Title volume 7607 folio 21;

Also all those pieces or parcels of land to a depth of 20 metres situate in the Parish of St Peter, County of Cumberland being—

(i) that part of lot 4 Deposited Plan 225623 (part portion 5) shown as "Pipeline Easement 24.385 wide and var." on Sheet 10 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10745 folio 248;

(ii) those parts of portions 5 and 11 shown in Filed Plan 910745 shown as "Pipeline Easement 24.385 wide and var." on Sheet 10 Deposited Plan 499001 and being also part of the land comprised in Certificate of Title volume 825 folio 93;

(iii) that part of road separating portion 5 from portion 11 shown on Sheet 10 on Deposited Plan 499001 as "Pipeline Easement 24.385 wide and var.";

(iv) those parts of portions 11 and 12 shown as "Pipeline Easement 24.385 wide" on Sheet 10 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10745 folio 249;

(v) that part of road separating portion 12 from portion 10 shown as "Pipeline Easement 24.385 wide" on Sheet 10 Deposited Plan 499001;

(vi) that part of portion 10 shown as "Pipeline Easement 24.385 wide" on Sheet 10 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11596 folio 114;

(vii) those parts of portion 160 and land shown on Sheet 2 Deposited Plan 499001 as lot 21 of a subdivision of portion 2 shown as "Pipeline Easement 24.385 wide and 48.77 wide" on Sheet 11 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 8497 folio 204;

(viii) that part of lot 1 Deposited Plan 209626 (part portion 2) shown as "Pipeline Easement 48.77 wide" on Sheet 11 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9466 folio 145;

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(ix) that part of Campbelltown-Camden Road (Main Road No. 178) separating portion 2 from part portion 3 shown as "Pipeline Easement 24.385 wide" on Sheet 11 Deposited Plan 499001;

(x) that part of road separating lots 1 and 2 Deposited Plan 247903 shown as "Pipeline Easement 24.385 wide" on Sheet 11 Deposited Plan 499001;

(xi) that part of lot 1 Deposited Plan 247903 (part portion 3) shown as "Pipeline Easement 24.385 wide" on Sheet 11 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10406 folio 37;

(xii) that part of lot B Filed Plan 156084 (part portion 150) shown as "Pipeline Easement 24.385 wide" on Sheet 11 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 2317 No. 369;

Also all those pieces and parcels of land to a depth of 20 metres situate in the Parish of Narellan County of Cumberland being—

(i) that part of lot H Filed Plan 479143 (part portion 31) shown as "Pipeline Easement 24.385 wide" on Sheet 11 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 8378 folio 176;

(ii) that part of portion 36 in Filed Plan 63391 shown as "Pipeline Easement 24.385 wide and var." on Sheet 11 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 2935 folio 17.

Also all those pieces or parcels of land to a depth of 20 metres situate in the Parish of St Peter County of Cumberland being—

(i) those parts of portions 149 and 124 shown in Filed Plan 81590 (Deposited Plan 64900) shown as "Pipeline Easement 24.385 wide and var." on Sheet 11 Deposited Plan 499001 and being also part of the land comprised in Certificate of Title volume 6588 folio 244;

(ii) that part of portion 124 shown as "Pipeline Easement 24.385 and var." shown on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 2935 folio 17;

Also all those pieces or parcels of land to a depth of 20 metres below the surface situate in the Parish of Narellan County of Cumberland being—

(i) that part of portion 37 shown in Filed Plan 64596 shown as "Pipeline Easement 24.385 wide" on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 2935 folio 17;

(ii) that part of lot A Filed Plan 416769 (parts portions 41, 38, 42 and 46) shown as "Pipeline Easement 24.385 wide and var." on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 8864 folio 296;

(iii) those parts of portions 45 and 46 shown as "Pipeline Easement 24.385 wide and var." on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 12536 folio 127;

(iv) that part of lot B Filed Plan 421226 (part portion 46) shown as "Pipeline Easement 24.385 wide and var." on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10163 folio 35;

(v) that part of portion 46 being site of road of access 10.06 metres wide from Raby Road to lot 1 Deposited Plan 567627 shown as "Pipeline Easement 24.385 wide" on Sheet 12 Deposited Plan 499001;

(vi) that part of lot 4 Deposited Plan 554932 (part portion 46) shown as "Pipeline Easement 24.385 and var." on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11894 folio 109;

(vii) that part of Raby Road separating lot 4 Deposited Plan 554932 from lot 6 Deposited Plan 214954 shown as "Pipeline Easement 24.385 wide" on Deposited Plan 499001.

Also all those pieces or parcels of land to a depth of 20 metres situate in the Parish of Menangle County of Cumberland being—

(i) that part of lot 5 Deposited Plan 214954 (part portion 21) shown as "Pipeline Easement 24.385 wide and var." on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Qualified Certificate of Title volume 12004 folio 213;

(ii) that part of lot 5 Deposited Plan 214954 (part portion 21) shown as "Pipeline Easement 24.385 wide" on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9380 folio 246;

(iii) those parts of lots 1, 2 and 3 Deposited Plan 214954 parts of portion 21) shown as "Pipeline Easement 24.385 wide" on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9380 folio 248 (lot 2) and Conveyances registered Book 2637 No. 278 (lot 1) and Book 2648 No. 421 (lot 3);

(iv) that part of lot 4 Deposited Plan 214954 shown as "Pipeline Easement 24.385 wide" on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 3058 No. 791;

(v) those parts of portions 21 and 4 shown as "Pipeline Easement 24.385 wide and var." on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7114 folio 65;

(vi) that part of St Andrews Road separating the land in Deposited Plan 88405 from the land in Deposited Plan 87278 shown as "Pipeline Easement 24.385 wide" on Sheet 12 Deposited Plan 499001;

(vii) that part of lot 7 in Deposited Plan 87278 (part portion 4) shown as "Pipeline Easement 24.385 wide" on Sheet 12 Deposited Plan 499001 and being part of the land comprised in Certificates of Title volume 11367 folios 2a and 2b;

(viii) that part of portion 5 D.P. 93625 shown as "Pipeline Easement 24.385 wide" on Sheets 12 and 13 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 3523 folio 24;

(ix) that part of Dunham Court Road separating part portion 5 from portion 6 shown as "Pipeline Easement 24.385 wide" on Sheet 13 Deposited Plan 499001;

(x) those parts of lots 13 and 22 Deposited Plan 1059 (parts portions 6, 7 and 13) shown as "Pipeline Easement 24.385 wide and var." on Sheet 13 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 1053 folio 235;

(xi) that part of portion 8 shown as "Pipeline Easement 24.385 and var." on Sheet 13 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 6351 folio 10;

(xii) that part of State Highway No. 31 shown as "Pipeline Easement 24.385 wide" on Sheet 13 Deposited Plan 499001;

(xiii) that part of lot 2 Deposited Plan 501499 (part portion 8) shown as "Pipeline Easement 24.385 wide" on Sheet 13 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9511 folio 48;

(xiv) that part of lot 18 Deposited Plan 19406 (part portion 8) shown as "Pipeline Easement 24.385 wide" on Sheet 13 Deposited Plan 499001 and being part of the land comprised in Certificate of Title, volume 5784, folio 40;

(xv) that part of reserved road adjoining lot 18 Deposited Plan 19406 and Cowpasture Road, shown as "Pipeline Easement 24.385 wide" on Sheet 13 Deposited Plan 499001;

(xvi) that part of Bringelly Road separating lot 14 Deposited Plan 231528 from lot 18 Deposited Plan 19406 and reserved road shown as "Pipeline Easement 24.385 wide" on Sheet 13 Deposited Plan 499001.

Also all that piece or parcel of land to a depth of 20 metres situate in the Parishes of Minto and Cabramatta County of Cumberland being that part of Twenty Sixth Avenue separating lots 10 and 5 Deposited Plan 231528 shown as "Pipeline Easement 24.385 wide" on Sheet 13 Deposited Plan 499001.

Also all those pieces or parcels of land to a depth of 20 metres situate in the Parish of Cabramatta County of Cumberland being—

(i) those parts of lots 3, 4 and 5 Deposited Plan 231528 (parts Portion 34) shown as "Pipeline Easement 24.385 wide" on Sheet 13 Deposited Plan 499001 and being parts of the land comprised in Certificates of Title volume 10494 folios 24, 25 and 26;

(ii) that part of Sixth Avenue separating lot 3 from lot 1 Deposited Plan 231528 shown as "Pipeline Easement 24.385 wide" on Sheet 13 Deposited Plan 499001;

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(iii) that part of lot 1 Deposited Plan 233578 (part portion 35) shown as "Pipeline Easement 24.385 wide" on Sheet 14 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10494 folio 72;

(iv) that part of lot A Filed Plan 364030 (part Portion 35) shown as "Pipeline Easement 24.385 wide" on Sheet 14 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 6103 folio 125;

(v) that part of lot 37 Filed Plan 392727 (part portion 35) shown as "Pipeline Easement 24.385 wide" on Sheet 14 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10683 folio 234;

(vi) those parts of lot B Filed Plan 392726 (parts portion 35) shown as "Pipeline Easement 24.385 wide" on Sheet 14 Deposited Plan 499001 and being parts of the land comprised in Certificate of Title volume 12036 folio 28;

(vii) that part of portion 35 shown in Filed Plan 392127 shown as "Pipeline Easement 24.385 wide" on Sheet 14 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7038 folio 207;

(viii) those parts of Lot A Filed Plan 392726 (parts portion 351) shown as "Pipeline Easement 24.385 wide" on Sheet 14 Deposited Plan 499001 and being parts of the land comprised in Certificate of Title volume 7209 folio 182;

(ix) that part of portion 35 shown in Filed Plan 92809 (Sydney Water Supply Canal) shown as "Pipeline Easement 24.385 wide" on Sheet 14 Deposited Plan 499001;

(x) that part of portion 35 shown in Filed Plan 363992 shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 6061 folio 157;

(xi) that part of Tenth Avenue separating land in Filed Plan 363992 from lot 827 Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001;

(xii) those parts of portion 35 and lots 827 and 825 Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 5551 folios 231 and 232;

(xiii) that part of Eleventh Avenue separating lots 824 and 825 from lot 779 Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001;

(xiv) that part of lot 779 Deposited Plan 2475 (parts portions 41 and 33) shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 1122 folio 65;

(xv) that part of lot 769 Deposited Plan 2475 (part portion 41) shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 1068 folio 94;

(xvi) that part of Twelfth Avenue separating lot 769 from lots 705 and 706 Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001;

(xvii) that part of lot 1 Deposited Plan 548000 (part portion 41) shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11504 folio 249;

(xviii) those parts of lots 691 and 706 Deposited Plan 2475 (parts portion 41) shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7757 folio 223;

(xix) that part of Thirteenth Avenue separating lots 691 and 692 from lots 629 and 630 Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001.

(xx) those parts of lots 629 and 630 (parts portion 41) Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7610 folio 121;

(xxi) that part of lot 547 Deposited Plan 2475 (part portion 41) shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7776 folio 28;

(xxii) that part of lot 546 Deposited Plan 2475 (part portion 41) shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11811 folio 218;

(xxiii) that part of Fourteenth Avenue separating lots 546 and 547 from lots 484 and 485 Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 15 Deposited Plan 499001;

(xxiv) that part of lot 484 Deposited Plan 2475 (part portions 41 and 42) shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 4994 folio 98;

(xxv) that part of lot 485 Deposited Plan 2475 (part portions 41 and 42) shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9990 folio 245;

(xxvi) that part of lot 427 Deposited Plan 2475 (part portion 42) shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 1074 folio 24;

(xxvii) that part of lot 426 Deposited Plan 2475 (part portion 42) shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9687 folio 117;

(xxviii) that part of Fifteenth Avenue separating lots 426 and 427 from lots 355 and 356 Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001;

(xxix) those parts of lots 296 and 356 Deposited Plan 2475 (parts portion 42) shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001 and being parts of the land comprised in Certificates of Title volume 11412 folios 230 and 231;

(xxx) that part of Sixteenth Avenue separating lot 296 from lot 289 Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001;

(xxxi) that part of lot 289 Deposited Plan 2475 (part portion 42) shown as "Pipeline Easement 24.385 wide" on sheet 16 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 1083 folio 250;

(xxxii) that part of lot 225 Deposited Plan 2475 (part portion 42) shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 6235 folio 8;

(xxxiii) that part of Seventeenth Avenue separating lot 225 from lot 218 Deposited Plan 2475 shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001;

(xxxiv) that part of lot 218 Deposited Plan 2475 (part portion 42) shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 6312 folio 213;

(xxxv) that part of lot 153 Deposited Plan 2475 (part portion 42) shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 6373 folio 212;

(xxxvi) that part of Eighteenth Avenue separating lot 153 Deposited Plan 2475 from lot 3 Deposited Plan 201865 shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001;

(xxxvii) that part of lot 3 Deposited Plan 201865 (part portion 42) shown as "Pipeline Easement 24.385 wide" on Sheet 16 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9023 folio 231;

(xxxviii) that part of lot 11 Deposited Plan 558029 (being part of portion 61 exclusive of Sydney Water Supply Channel) shown as "Pipeline Easement 24.385 wide" on Sheet 17 Deposited Plan 499001;

Also all that piece of land to a depth of 20 metres situate in the Parishes of Cabramatta and Melville County of Cumberland being that part of lot 2 Deposited Plan 544772 (part of portions 57 Parish of Cabramatta and parts of portions 71

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and 1 Parish of Melville) shown as "Pipeline Easement 24.385 wide and var." on Sheets 17 and 18 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11833 folio 176.

Also all those pieces of land to a depth of 30 metres situate in the Parish of Melville County of Cumberland being—

(i) that part of portion 71 (part of Sydney Water Supply Canal resumed 29th November, 1883) shown as "Pipeline Easement 24.385 wide" on Sheet 18 Deposited Plan 499001;

(ii) that part of Elizabeth Drive separating lot 2 Deposited Plan 545772 from lot 2 section 2 Deposited Plan 2954 shown as "Pipeline Easement 24.385 wide" on Sheet 18 Deposited Plan 499001;

(iii) those parts of lots 2 and 3 section 2 Deposited Plan 2954 (parts portion 1) shown as "Pipeline Easement 24.385 wide and var." on Sheet 19 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9693 folio 34;

(iv) that part of portion 1 (part of Sydney Water Supply Tunnel resumed 29th November, 1883) shown as "Pipeline Easement 24.385 wide" on Sheet 19 Deposited Plan 499001;

(v) that part of lot 1 section 3 Deposited Plan 2954 (part portion 1) shown as "Pipeline Easement 24.385 wide" on Sheet 19 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7769 folio 207;

(vi) that part of lot 2 Deposited Plan 504689 (part portion 1) shown as "Pipeline Easement 24.385 wide" on Sheet 19 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9530 folio 236;

(vii) that part of lot B Filed Plan 409872 (part of portions 59 and 1) shown as "Pipeline Easement 24.385 wide" on Sheet 19 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7763 folio 239;

(viii) that part of lot 5 section 3 Deposited Plan 2954 (part of portion 59) shown as "Pipeline Easement 24.385 wide" on Sheet 19 Deposited Plan 499001 being part of the land comprised in Certificate of Title volume 8112 folios 39 and 40;

(ix) that part of lot 6 section 3 Deposited Plan 2954 (part of portion 59) shown as "Pipeline Easement 24.385 wide" on Sheet 19 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 8110 folio 223;

(x) that part of lot 7 section 3 Deposited Plan 2954 (part portion 59) shown as "Pipeline Easement 24.385 wide" on Sheet 19 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 7198 folios 189 and 190;

(xi) that part of lot 1 Deposited Plan 553350 (part portion 5) shown as "Pipeline Easement 24.385 wide" on Sheet 19 Deposited Plan 499001 and being part of the land comprised in Conveyance registered Book 3069 No. 53;

(xii) that part of reserved road within portion 59 adjoining lots 6 and 7 section 3 Deposited Plan 2954 shown as "Pipeline Easement 24.385 wide" on Sheet 19 Deposited Plan 499001;

(xiii) that part of lots 66 and 67 Deposited Plan 235949 (parts portion 4) shown as "Pipeline Easement 24.385 wide" on Sheet 20 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10738 folios 87 and 88;

(xiv) that part of Border Road separating lots 66 and 67 from lots 32 and 33 Deposited Plan 235949 shown as "Pipeline Easement 24.385 wide" on Sheet 20 Deposited Plan 499001;

(xv) that part of lot 32 Deposited Plan 235949 (part portion 4) shown as "Pipeline Easement 24.385 wide" on Sheet 20 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10738 folio 53;

(xvi) that part of lot 31 Deposited Plan 235949 (part portion 4) shown as "Pipeline Easement 24.385 wide" on Sheet 20 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10738 folio 52;

(xvii) that part of lot 30 Deposited Plan 235949 (parts of portions 3 and 4) shown as "Pipeline Easement 24.385 wide and var." on Sheet 20 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10738 folio 51;

(xviii) those parts of lots 15 to 23 inclusive Deposited Plan 234284 (parts of portion 3) shown as "Pipeline Easement 24.385 wide" on Sheet 20 Deposited Plan 499001 and being parts of the land comprised in Certificates of Title volume 10644 folios 65 to 73 inclusive;

(xix) that part of lot 14 Deposited Plan 234284 (part of portion 3) shown as "Pipeline Easement 24.385 wide and var." in Sheet 20 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10644 folio 64;

(xx) that part of Southdown Road separating lots 12 and 13 from lot 14 Deposited Plan 234284 shown as "Pipeline Easement 24.385 wide" on Sheet 20 Deposited Plan 499001;

(xxi) that part of lot 12 Deposited Plan 234284 (part portion 3) shown as "Pipeline Easement 24.385 wide" on Sheet 20 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 10644 folio 62;

(xxii) that part of reserved road separating lot 12 Deposited Plan 234284 from lot 92 Deposited Plan 13905 shown as "Pipeline Easement 24.385 wide" on Sheet 21 Deposited Plan 499001;

(xxiii) that part of lot 92 Deposited Plan 13905 (part portion 2) shown as "Pipeline Easement 24.385 wide and var." on Sheet 21 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 5310 folio 186;

(xxiv) that part of The Horsley Drive separating lot 92 Deposited Plan 13905 from lots 97a and 97b Deposited Plan 17288 shown as "Pipeline Easement 24.385 wide" on Sheet 21 Deposited Plan 499001;

(xxv) that part of lot 97b Deposited Plan 17288 (part portion 2) shown as "Pipeline Easement 24.385 wide and var." on Sheet 22 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 9017 folio 224;

(xxvi) that part of lot 97a Deposited Plan 17288 (part portion 2) shown as "Pipeline Easement 24.385 wide" on Sheet 22 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 4916 folio 78;

(xxvii) that part of lot 110 Deposited Plan 13905 (part portion 2) shown as "Pipeline Easement 24.385 wide" on Sheet 22 Deposited Plan 499001 and being part of the land comprised in Certificates of Title volume 7519 folio 171 and volume 8198 folios 68 and 69;

(xxviii) that part of Redmayne Road separating lot 110 Deposited Plan 13905 from lot 59n Deposited Plan 362022 and lot A Deposited Plan 357087 shown as "Pipeline Easement 24.385 wide" on Sheet 22 Deposited Plan 499001;

(xxix) that part of lot 59n Filed Plan 362022 (part portion 2) shown as "Pipeline Easement 24.385 wide" on Sheet 22 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 5974 folio 157;

(xxx) that part of lot A Deposited Plan 357087 (part portion 2) shown as "Pipeline Easement 24.385 wide and var." on Sheet 22 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 11741 folio 103;

(xxxi) that part of lot B Deposited Plan 357087 (part portion 2) shown as "Pipeline Easement 24.385 wide and var." shown on Sheet 22 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 5753 folio 73;

(xxxii) that part of lot 122 Deposited Plan 13905 (part portion 2) shown as "Pipeline Easement 24.385 wide and var." on Sheet 22 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 4311 folio 186;

(xxxiii) that part of lot 58n Deposited Plan 17288 (part portion 2) shown as "Pipeline Easement 24.385 wide" on Sheet 22 Deposited Plan 499001 and being part of the land comprised in Certificate of Title volume 5546 folio 138;

(xxxiv) that part of Chandos Road separating lots 58a and 58n in Deposited Plan 17288 from lots D6 and D7 Filed Plan 408890 and portion 95 Parish of Prospect shown as "Pipeline Easement 24.385 wide and var." on Sheet 22 Deposited Plan 499001. (7487).

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(1969-5452 T.)

Authority to Enter No. 2567, Thorworth (Application No. 1614, Armidale), Parish of Rigney, County of Clarke, area of 369.5 hectares, dated 7th December, 1973.

(1968-2351 T.)

Authority to Prospect No. 4192, Vale Mineral Resources Corporation Pty Ltd, Parishes of Mitchell, Blythe and Sara, Counties of Clarke and Gresham, area of 589.6 hectares, dated 13th September, 1973.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

PIPELINES ACT, 1967.—ERRATA

IN the notice of vesting of land and easement under the Pipelines Act, 1967, appearing in the Government Gazette No. 154 of 20th December, 1974, at folios 4997-5001:

(a) The matter appearing in paragraph (ix) relating to the Parish of Wilton, County of Camden under the heading "Second Schedule" which reads "lot 3, File Plan 309188" should read "lot 3, Filed Plan 309188".

(b) The matter appearing in paragraph (xii) relating to the Parish of Appin County of Cumberland, under the heading "Second Schedule" which reads "shown as 'Pipeline Easement 24.385 wide' on Sheet 7 Deposited Plan 499001" should read "shown as 'Pipeline Easement 24.385 wide' on Sheet 7 Deposited Plan 499001".

(c) The matter appearing in paragraph (vi) relating to the Parish of Bargo County of Cumberland, under the heading "Second Schedule" which reads "Pipeline Easement 24.385 and var." should read "Pipeline Easement 24.385 wide and var."

(d) The matter appearing in paragraph (iii) relating to the Parish of Minto County of Cumberland, under the heading "Second Schedule" which reads "Deposited Plan 214954 parts of portion 21)" should read "Deposited Plan 214954 (parts of portion 21)".

(e) The matter appearing in paragraph (viii) relating to the Parish of Minto County of Cumberland under the heading "Second Schedule" which reads "that part of portion 5 D.P. 93625" should read "that part of portion 5 D.P. 97625."

(f) The matter appearing in paragraph (x) relating to the Parish of Minto County of Cumberland under the heading "Second Schedule" which reads "those parts of lots 13 and 22" should read "those parts of lots 13 to 22".

(g) The matter appearing in paragraph (xxxii) under the heading "Second Schedule" which reads "Certificate of Title volume 6235, folio 8" should read "Certificate of Title volume 6235 folio 8".

(h) The matter appearing in paragraph (xix) relating to the Parish of Metville County of Cumberland under the heading "Second Schedule" which reads "shown as 'Pipeline Easement 24.385 wide and var.' in Sheet 20 Deposited Plan 499001" should read "shown as 'Pipeline Easement 24.385 wide and var.' on Sheet 20 Deposited Plan 499001".

G. F. FREUDENSTEIN, Minister for Mines and Energy.

PROSPECTING LICENCE APPLICATIONS

IT is hereby notified that the undermentioned applications for prospecting licences in terms of section 43 of the Mining Act, 1973, have been received. Plans of the subject areas may be inspected at Information Services Branch, Department of Mines, 9th Floor, State Office Block, Phillip Street, Sydney.

(1975-0011 T.)

Emmaville No. 15, Mineralwealth N.L. of P.O. Box 162, Milsons Point, N.S.W., Parishes Fladbury and Scone, County Gough, area about 186 hectares, for tin, sapphire and others, dated 20th September, 1974.

(1975-0012 T.)

Emmaville No. 19, Minerals Recovery (Australasia) N.L., 46 Young Street, Sydney, Parish Arvid, County Gough, area about 256 hectares, for tin, cassiterite and sapphire, dated 1st November, 1974.

(1975-0013 T.)

Emmaville No. 20, Minerals Recovery (Australasia) N.L., 46 Young Street, Sydney, Parish Arvid, County Gough, area about 250 hectares, for tin, cassiterite and sapphire, dated 1st November, 1974.

(1975-0014 T.)

Emmaville No. 21, Minerals Recovery (Australasia) N.L., 46 Young Street, Sydney, Parish Arvid, County Gough, area about 109 hectares, for tin, cassiterite and sapphire, dated 1st November, 1974.

(1975-0015 T.)

Emmaville No. 22, Minerals Recovery (Australasia) N.L., 46 Young Street, Sydney, Parish Arvid, County Gough, area about 256 hectares, for tin, cassiterite and sapphire, dated 1st November, 1974.

(1975-0016 T.)

Glen Innes No. 6, Mineralwealth N.L. of P.O. Box 162, Milsons Point, N.S.W., Parish Fladbury, County Gough, area about 251 hectares, for tin, sapphire and others, dated 20th September, 1974.

(1975-0017 T.)

Glen Innes No. 7, Mineralwealth N.L. of P.O. Box 162, Milsons Point, N.S.W., Parish Fladbury, County Gough, area about 255 hectares, for silver, gold and others, dated 20th September, 1974.

(1975-0018 T.)

Glen Innes No. 8, Mineralwealth N.L. of P.O. Box 162, Milsons Point, N.S.W., Parishes Fladbury and Scone, County Gough, area about 186 hectares for arsenic, zinc and others, dated 20th September, 1974.

(1975-0019 T.)

Glen Innes No. 9, Mineralwealth N.L. of P.O. Box 162, Milsons Point, N.S.W., Parish Fladbury, County Gough, area about 186 hectares, for tin, sapphire and others, dated 20th September, 1974.

(1974-4338 T.)

Penrith No. 4, Farley & Lewers Ltd, 12-14 Mount Street, North Sydney, Parish Castlereagh, County Cumberland, area about 23 hectares, for clay shale, dated 16th December, 1974.

(1975-0010 T.)

Queanbeyan No. 8, Jeledex Australia Pty Limited of 48 Albany Street, Crows Nest, N.S.W, Parishes Majura and Wamboin, County Murray, area about 256 hectares, dated 10th September, 1974.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

IT is hereby notified that the undermentioned applications have been refused, such refusal to take effect from 2.30 p.m. on Friday, 10th January, 1975:

PROSPECTING LICENCE APPLICATIONS (AUTHORITY TO PROSPECT APPLICATIONS)

(1974-717 T.)

Blayney No. 54, J. A. and B. J. McCarron and L. D. and R. Serisler, Parish Kempfield, County Georgiana, area about 130 hectares, dated 11th February, 1974.

(1970-2595 T.)

Bourke No. 33, W. A. Davis and K. J. Lang, Parish Brewarrina, County Clyde, area about 518 hectares, dated 16th February, 1970.

(1974-719 T.)

East Maitland No. 169, Prospecting Services Pty Limited, Parish Sutton, County Gloucester, area about 81 hectares, dated 13th February, 1974.

(1974-899 T.)

Glen Innes No. 744, W. G. Saul, Parish Blair, County Clive, area about 162 hectares, dated 11th March, 1974.

(1974-904 T.)

Nundle No. 151, Mercom Minerals, Parish Nundle, County Parry, area about 10 hectares dated 14th March, 1974.

PROSPECTING LICENCE APPLICATIONS (AUTHORITY TO ENTER APPLICATIONS)

(1972-158 T.)

Boorowa No. 1009, Hamed Mining Pty Ltd, Parish Rubindal, County Harden, area about 405 hectares, dated 5th January, 1972.

(1974-2549 T.)

Picton No. 917, P. F., J. A. and M. E. Maxwell, Parish Warragamba, County Camden, area about 113 hectares, dated 10th April, 1972.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

REVOCATION OF A GAZETTE NOTICE

IT is hereby notified that the approval to the grant of an authority in respect of the undermentioned application, published in the Government Gazette on the date shown, has been revoked:

PROSPECTING LICENCE APPLICATION (AUTHORITY TO PROSPECT APPLICATION)

(1972-4253 T.)

Tingha No. 945, Westron N.L., published in the Government Gazette on 8th March, 1974.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

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MINES DEPARTMENT NOTICES

(8155) Department of Mines, Sydney, 24th January, 1975.

NOTICES TO APPLICANTS FOR AUTHORITIES UNDER THE PROVISIONS OF THE MINING ACT, 1973; AND TO WHOM IT MAY CONCERN

IT is hereby notified that the undermentioned applications for mining leases and mining purposes leases in terms of section 43 of the Mining Act, 1973, have been received. A plan of the areas may be inspected at Information Services Branch, Department of Mines, 9th Floor, State Office Block, Phillip Street, Sydney.

(1974-1784 T.)

Inverell No. 2 ('73 Act), Linda May Hall, "Glenora", Dintonvale, Inverell 2360, part portion 61, Parish Nullamanna, County Arrawatta, area 4.84 hectares, dated 16th May, 1974, to mine for sapphire and zircon.

(1975-72 T.)

Lightning Ridge No. 17 ('73 Act), Holna Pty Limited, P.O. Box 14, Lightning Ridge 2392, portion Crown land, Parish Wallangulla, County Finch, area 7 556 square metres, dated 11th December, 1974, for the purpose of storing fuel, machinery and erecting dwellings for the use of persons employed.

(1975-73 T.)

Lightning Ridge No. 22 ('73 Act), Joseph Wopenka, P.O. Box 79, Lightning Ridge 2392, part portion W.L. 1794, Parish Wallangulla, County Finch, area 2.19 hectares, dated 13th December, 1974, for the purpose of storing water for puddling and processing of opal dirt.

(1975-74 T.)

Lightning Ridge No. 23 ('73 Act), Thomas Cyril Copley, P.O. Box 216, Lightning Ridge 2392, part portion W.L. 2604, Parish Mebea, County Finch, area 7 719 square metres, dated 16th December, 1974, for the purpose of a machinery site.

(1975-75 T.)

Lightning Ridge No. 24 ('73 Act), Thomas Cyril Copley, P.O. Box 216, Lightning Ridge 2392, part portion W.L. 2604, Parish Mebea, County Finch, area 1.92 hectares, dated 16th December, 1974, for use as a water reservoir.

(1975-76 T.)

Lightning Ridge No. 26 ('73 Act), Alexander William Riddle, P.O. Box 188, Lightning Ridge 2392, portion W.L. 3140, Parish Wallangulla, County Finch, area 7 982 square metres, dated 17th December, 1974, for the purpose of storing machinery.

(1975-78 T.)

Lightning Ridge No. 38 ('73 Act), Knud Christian Nexo, c.o. Post Office, Lightning Ridge 2392, part portions W.L. 1794 and W.L. 1107, Parish Wallangulla, County Finch, area 1.39 hectares, dated 19th December, 1974, for the purpose of erecting dwellings, the dumping and depositing of ore, mineral, mine residues or tailings and for use in part as a water reservoir.

(1974-426 T.)

Mudgee No. 8 ('73 Act), Repco Research Pty Limited, c.o. Australasian Mining Title Services Pty Limited, 46 Young Street, Sydney 2000, part portion M. 26, part portions 6, 14 and 15, Parishes Gindantherie and Glen Alice, Counties Cook and Hunter, area 25 hectares, dated 15th August, 1974, to mine for shale ash.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

IT IS HEREBY NOTIFIED THAT—

HIS Excellency the Governor, with the advice of the Executive Council, has approved of the refusal of the undermentioned mining lease applications, such refusal to take effect from 2.30 p.m. on Friday, 24th January, 1975:

(1974-423 T.)

Nowra No. 1 ('73 Act), John Aloysius Michael Doyle, portion Crown land, Parishes Farnham and Cudmirrah, County St Vincent, area 256 hectares, dated 10th April, 1974.

(1974-2656 T.)

Nowra No. 7 ('73 Act), John Aloysius Michael Doyle, portion M. 2, Parishes Farnham and Tianjara, County St Vincent, area 20.16 hectares, dated 3rd July, 1974.

(1974-1575 T.)

Yass No. 1 ('73 Act), John Aloysius Michael Doyle, portion 12, part portions 1, 5, 75, 78, 86, 87, 109, 110, Parish Woolgarlo, County Harden, area 256 hectares, dated 7th May, 1974.

(1974-1574 T.)

Yass No. 2 ('73 Act), John Aloysius Michael Doyle, part portions 1, 2 and 87, Parish Woolgarlo, County Harden, area 256 hectares, dated 7th May, 1974.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

IT is hereby notified that the undermentioned mining lease application has been withdrawn, such withdrawal to take effect from 2.30 p.m. on Friday, 24th January, 1975:

(1970-6062 T.)

Glen Innes No. 1337 (394 Armidale) ('06 Act), Tullabong Tin Limited, part portions 39, 40, 69, 72, 75, 80, 81 and part T.S.R. 1425, Parish Aberfoyle, County Clarke, area 64.75 hectares, dated 5th August, 1970.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

PIPELINES ACT, 1967—ERRATA

IN the notice of vesting of land and easement under the Pipelines Act, 1967, appearing in the Government Gazette No. 154 of 20th December, 1974, on folios 4997-5001:

(a) The matter appearing in paragraph (viii) relating to the Parish of Wilton, County of Camden under the heading "Second Schedule" which reads "that part of lot F Deposited Plan 32515 shown as 'Pipeline Easement 24.385 Wide'" should read "that part of lot F Deposited Plan 32515 shown as 'Pipeline Easement 24.385 Wide and var.'"

(b) The matter appearing in paragraph (viii) relating to the Parish of Mandagle, County of Cumberland, under the heading "Second Schedule" which reads "that part of the Sydney Water Supply Channel within portion 65 and shown as 'Pipeline Easement 24.385 Wide'" should read "that part of the Sydney Water Supply Channel within portion 65 and shown as 'Pipeline Easement 24.385 Wide and var.'"

(c) The matter appearing in paragraph (x) relating to the Parish of Minangle, County of Cumberland, under the heading "Second Schedule" which reads "that part of portion 58 shown as 'Pipeline Easement 24.385 Wide'" should read "that part of portion 58 shown as 'Pipeline Easement 24.385 Wide and var.'"

(d) The matter appearing in paragraph (xiii) relating to the Parish of Minto, County of Cumberland, under the heading "Second Schedule" which reads "that part of lot 2 Deposited Plan 501499 (part portion 8) shown as 'Pipeline Easement 24.385 Wide'" should read "that part of lot 2 Deposited Plan 501499 (part portion 8) shown as 'Pipeline Easement 24.385 Wide and var.'"

(e) The matter appearing in paragraph (xv) relating to the Parish of Minto, County of Cumberland under the heading "Second Schedule" which reads "that part of reserved road adjoining lot 18 Deposited Plan 19406 and Cowpasture Road shown as 'Pipeline Easement 24.385 Wide'" should read "that part of reserved road adjoining lot 18 Deposited Plan 19406 and Cowpasture Road shown as 'Pipeline Easement 24.385 Wide and var.'"

(f) The matter appearing in paragraph (xvi) relating to the Parish of Minto, County of Cumberland under the heading "Second Schedule" which reads "that part of Bringelly Road separating lot 14 Deposited Plan 231528 from lot 18 Deposited Plan 19406 and reserved road shown as 'Pipeline Easement 24.385 Wide'" should read "that part of Bringelly Road separating lot 14 Deposited Plan 231528 from lot 18 Deposited Plan 19406 and reserved road shown as 'Pipeline Easement 24.385 Wide and var.'"

(g) The matter appearing in paragraph (iii) relating to the Parish of Cabramatta, County of Cumberland under the heading "Second Schedule" which reads "that part of lot 1 Deposited Plan 231528 (part

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portion 34) shown as 'Pipeline Easement 24.385 Wide'" should read "that part of lot 1 Deposited Plan 231528 (part portion 34) shown as 'Pipeline Easement 24.385 Wide and var.'"

(h) The matter appearing in paragraph (iv) relating to the Parish of Cabramatta, County of Cumberland, under the heading "Second Schedule" which reads "that part of lot A Filed Plan 364030 (part portion 35) shown as 'Pipeline Easement 24.385 Wide'" should read "that part of lot A Filed Plan 364030 (part portion 35) shown as 'Pipeline Easement 24.385 Wide and var.'"

(i) The matter appearing in paragraph (vii) relating to the Parish of Cabramatta, County of Cumberland under the heading "Second Schedule" which reads "that part of portion 35 shown in Filed Plan 392127 shown as 'Pipeline Easement 24.385 Wide'" should read "that part of portion 35 shown in Filed Plan 392127 shown as 'Pipeline Easement 24.385 Wide and var.'"

(j) The matter appearing in paragraph (x) relating to the Parish of Cabramatta, County of Cumberland under the heading "Second Schedule" which reads "that part of portion 35 shown in Filed Plan 363992 shown as 'Pipeline Easement 24.385 Wide'" should read "that part of portion 35 shown in Filed Plan 363992 shown as 'Pipeline Easement 24.385 Wide and var.'"

(k) The matter appearing in paragraph (xv) relating to the Parish of Cabramatta, County of Cumberland under the heading "Second Schedule" which reads "that part of lot 769 Deposited Plan 2475 (part portion 41) shown as 'Pipeline Easement 24.385 Wide'" should read "that part of lot 769 Deposited Plan 2475 (part portion 41) shown as 'Pipeline Easement 24.385 Wide and var.'"

(l) The matter appearing in paragraph (xxxviii) relating to the Parish of Cabramatta, County of Cumberland under the heading "Second Schedule" which reads "that part of lot 11 Deposited Plan 558029 (being part of portion 61 exclusive of Sydney Water Supply Channel) shown as 'Pipeline Easement 24.385 Wide'" should read "that part of lot 11 Deposited Plan 558029 (being part of portion 61 exclusive of Sydney Water Supply Channel) shown as 'Pipeline Easement 24.385 Wide and var.'"

(m) The matter appearing in paragraph (iv) relating to the Parish of Melville, County of Cumberland under the heading "Second Schedule" which reads "that part of portion 1 (part of Sydney Water Supply Tunnel resumed 29 November, 1883) shown as 'Pipeline Easement 24.385 Wide'" should read "that part of portion 1 (part of Sydney Water Supply Tunnel resumed 29 November, 1883) shown as 'Pipeline Easement 24.385 Wide and var.'"

(n) The matter appearing in paragraph (xxvi) relating to the Parish of Melville, County of Cumberland under the heading "Second Schedule" which reads "that part of lot 97A Deposited Plan 17288 (part portion 2) shown as 'Pipeline Easement 24.385 Wide'" should read "that part of lot 97A Deposited Plan 17288 (part portion 2) shown as 'Pipeline Easement 24.385 Wide and var.'"

In the notice of vesting of land and easement under the Pipelines Act, 1967, appearing in the Government Gazette No. 154 of 20th December, 1974, at folio 4999, and the Errata which appeared in the Government Gazette No. 12 of 10th January, 1975, folio 93:

(a) The matter appearing in paragraph (viii) relating to the Parish of Minto, County of Cumberland under the heading "Second Schedule" which reads "that part of portion 5 F.P. 93625 shown as 'Pipeline Easement 24.385 Wide'" and the matter appearing in paragraph (e) which reads "that part of portion 5 F.P. 97625" should read "that part of portion 5 F.P. 73625.'"

G. F. FREUDENSTEIN, Minister for Mines and Energy.

PROSPECTING LICENCE APPLICATIONS

IT is hereby notified that the undermentioned applications for prospecting licences in terms of section 43 of the Mining Act, 1973, have been received. Plans of the subject areas may be inspected at Information Services Branch, Department of Mines, 9th Floor, State Office Block, Phillip Street, Sydney.

(1975-0093 T.)

Broken Hill No. 9 R. K. Wilson and E. C. Camilleri, 222 Argent Street, Broken Hill, N.S.W., Parish Umberemberka, County Yancowinna, area about 96 hectares, for felspar, dated 9th January, 1975.

(1975-0094 T.)

Cooma No. 18, J. S. Langton, c.o. 66 King Street, Sydney, Parish Abercrombie, County Beresford, area about 171 hectares, for gold, copper and others, dated 20th November, 1974.

(1975-0095 T.)

Cooma No. 19, J. S. Langton, c.o. 66 King Street, Sydney, Parish Abercrombie, County Beresford, area about 171 hectares, for silver, lead and others, dated 20th November, 1974.

(1975-0066 T.)

Gundagai No. 9, Metals Exploration Limited, 20 Little Collins Street, Melbourne, Parish Mooney Mooney, County Harden, area about 87 hectares, for Group 1 Minerals, dated 22nd October, 1974.

(1975-0065 T.)

Tumut No. 3, G. W. R. Armour and J. H. Armour, "Yallakool", Gilmore, N.S.W., Parish Batlow, County Wynyard, area about 187 hectares, for group 1 minerals, dated 30th December, 1974.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

REVOCATION OF A GAZETTE NOTICE

IT is hereby notified that the approval to the grant of an authority in respect of the undermentioned application, published in the Government Gazette on the date shown, has been revoked:

EXPLORATION LICENCE APPLICATION

(1973-3401 T.)

No. 1698, Pennzoil of Australia Limited, published in the Government Gazette of 15th February, 1974.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

IT is hereby notified that the undermentioned applications have been withdrawn, such withdrawal to take effect from 2.30 p.m. on Friday, 24th January, 1975:

EXPLORATION LICENCE APPLICATIONS

(1973-3401 T.)

No. 1698, Pennzoil of Australia Limited, Counties Kennedy and Flinders, area about 65 square kilometres, dated 20th September, 1973.

(1974-1021 T.)

No. 1754, Mining Houses of Australia Limited, Counties Jamison, Nandewar and White, area about 241 square kilometres, dated 28th March, 1974.

PROSPECTING LICENCE APPLICATIONS (AUTHORITY TO ENTER APPLICATIONS)

(1969-5974 T.)

Armidale No. 1622, Tullahong Tin Limited, Parish Avondale, County Clarke, area about 214 hectares, dated 6th November, 1969.

(1973-2719 T.)

Binyney No. 944, C. D. Brown, Parish Osborne, County Bathurst, area about 155 hectares, dated 17th July, 1973.

(1973-2720 T.)

Blayney No. 945, C. D. Brown, Parishes Errol and Napier, County Bathurst, area about 227 hectares, dated 17th July, 1973.

(1974-2170 T.)

Boorowa No. 1017, Esso Exploration and Production Australia Inc., Parish Yundoo, County Monteagle, area about 362 hectares, dated 15th February, 1974.

(1972-2803 T.)

Inverell No. 2417, C. E. Boggs, Parish Swamp Oak, County Arrawatta, area about 32 hectares, dated 31st May, 1972.

(1973-0212 T.)

Queanbeyan No. 432, J. E. Lindwall, Parish Cappacumbalong, County Cowley, area about 65 hectares, dated 14th January, 1973.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

ERRATUM

(1973-4224 T.)

IT is hereby notified that the notice appearing in the Government Gazette of 28th June, 1974, notice No. 3142, folio 2453, relating to the refusal of Prospecting Licence (Authority to Enter) Application No. 1922 Young, the applicant should have read J. A. Doyle and not J. A. Doylem.

G. F. FREUDENSTEIN, Minister for Mines and Energy.

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PM 40206

Particulars finally registered as regards Volume 11594 Folio 249 4916 78, and 7952 - 245. ~~as the~~
Registered 13th July, 1976

Registrar General.

~~Registered~~ ~~Dated~~ 1. 18th June, 1976.

REGISTRAR GENERAL

~~Not regards~~
Finally entered as regards all references except.

Volume	Folio
11594	249
4916	78
7952	245

No memorial of this Easement for Pipeline has been entered on Certificates of Title

Volume	Folio
6351	10
2761	3
12034	32
2799	3
~~3590~~	~~129~~
2961	250
~~7445~~	~~170~~
6328	77
12247	231
"	232
"	233
11343	163
"	164
12621	220
7644	102
"	103
~~7127~~	~~234~~ 5
7735	139

Registrar General.

No memorial of this Easement for Pipeline has been entered on Certificates of Title

Volume	Folio
~~11594~~	~~249~~
4916	78
~~7952~~	~~245~~

M.P.D.

Registrar General.

No memorial of this Easement for Pipeline has been entered on ~~the Mortgage~~ Certificates of Title

Volume	Folio	Volume	Folio
9017	224	7264	207
12809	231	9530	236
5974	157	7763	239
~~5546~~	~~138~~	~~10738~~	~~52~~
~~10494~~	~~22~~	~~10612~~	~~64~~
6103	125	"	~~65~~
10683	214	"	66
7038	207	"	~~67~~
7209	182 (P)	"	~~68~~
12036	28	9466	145
5551	231	(P) ~~12689~~	~~200~~
5551	232	~~7276~~	~~176~~
1122	65	~~2935~~	~~77~~
1068	94	4583	244
7757	223	8061	206
7610	121	12536	127
7776	28	10163	25
~~1481~~	~~218~~	11894	109
4994	98	12004	213
9990	245	9380	216
1074	24	~~246~~	~~7446~~
9607	117	7114	65
11412	231	11367	28
11412	230	"	28
1083	250	3523	24
6235	8	1053	235
6312	213	951	48
6373	212	5284	10
9033	231	10494	26
		"	~~25~~
		"	24

Registrar General.

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P720206

Lodging party

Vesting of land in 1st Schedule and Easement for Pipeline in 2nd Schedule

THE AUSTRALIAN GAS LIGHT COMPANY

CORNER PACIFIC HIGHWAY AND WALKER ST.
North Sydney

Passed in S.D.B.

Except for { Vol. 11594 Fol. 249
Vol. 4916 Fol. 78
Vol. 7952 Fol. 245

7-6-1976.

PROCESSING RECORDS		
Regards Vol. 7952 Fol. 245 Vol. 107.2 Fol. 125		
DRAFT WRITTEN		1-11-76
DRAFT CHECKED		
DIAGRAM PREPARED		2-11-76
DIAGRAM EXAMINED		2-11-76
ENGROSSER		
XEROX MEMORIAL		
ENGROSSER		
CANCELLATION SEAL		

POSN. 13192 FOL. 51

M.P.D.

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6178069N

Form: 97-11R
Licence: 10V/0559/96
Printed: 0996LTO

REQUEST

New South Wales
Real Property Act 1900

this form are available from
the Land Titles Office

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

Office of State Revenue use only

(B) **TITLE**

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

(D) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	Dealing Code
	B. MILLIKEN DUKE ENERGY INTERNATIONAL EASTERN GAS PIPELINE PROJECT P.O. BOX 287 CANBERRA NSW 2600. (02) 2461 0500 Reference (15 character maximum):	

(E) **APPLICANT**

Duke Eastern Gas Pipeline Pty Ltd (ACN 006 919 115) and
DEI Eastern Gas Pipeline Pty Ltd (ACN 608 570 847)

(F) **REQUEST**

RESUMPTION APPLICATION

Section 31A(3) Real Property Act 1900

THE APPLICANT, in consequence of the resumption notified in Government Gazette dated 27th August 1999 Week No.34/99 Part 2 a copy of which appears below, requests the Registrar General to:

Make such recordings in the Register as may be necessary to give effect to the resumption as far as it relates to the land referred to in Annexure "A".

Checked by (LTO use) .....

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(C)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900. DATE 3/9/99

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

Signature of Witness

KATH FOREMAN
Name of Witness (BLOCK LETTERS)

DUKE ENERGY PO BOX 287
Address of Witness
UNANDERRA NSW 2526

Signature of Applicant

EXECUTION INCLUDING STATUTORY DECLARATION

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

ANNEXURE 'A'

1)	DP1002751	7/596839 Lot 7 in Deposited Plan 596839	)
		1/334976 Lot 1 in Deposited Plan 334976	)
		4/596351 Lot 4 in Deposited Plan 596351	)
		14/231528 Lot 14 in Deposited Plan 231528	)
		10/231528 Lot 10 in Deposited Plan 231528	) Pipeline Easement 20 wide
		Volume 6103 Folio 125 Lot A in Deposited Plan 364030	)
		Volume 14035 Folio 240 Lot 2 in Deposited Plan 596352	)
		Volume 7757 Folio 223 Lots 691 & 706 in Deposited Plan 2475	Pipeline Easement 15.38 wide
		62/740679 Lot 62 in Deposited Plan 740679	Pipeline Easement 10 wide & var.
		110/13905 Lot 110 in Deposited Plan 13905	Pipeline Easement 20 wide
2)	DP1002750	1/70208 Lot 1 in Deposited Plan 70208	)
		1/196418 Lot 1 in Deposited Plan 196418	)
		2/807555 Lot 2 in Deposited Plan 807555	)
		1/807555 Lot 1 in Deposited Plan 807555	)
		3/730136 Lot 3 in Deposited Plan 730136	)
		58/632328 Lot 58 in Deposited Plan 632328	)
		35/230946 Lot 35 in Deposited Plan 230946	)
		3/622362 Lot 3 in Deposited Plan 622362	)
		1/589241 Lot 1 in Deposited Plan 589241	) Pipeline Easement 20 wide
		1/260703 Lot 1 in Deposited Plan 260703	)
		Volume 15044 Folio 85 Lot 2 in Deposited Plan 616271	)
		Volume 12870 Folio 230 Lot 1 in Deposited Plan 249529	)
		4/205663 Lot 4 in Deposited Plan 205663	)
		Volume 4588 Folio 244 Lot 1 in Deposited Plan 81599	)
		4/260703 Lot 4 in Deposited Plan 260703	)
		18/739366 Lot 18 in Deposited Plan 739366	)
		2/623825 Lot 2 in Deposited Plan 623825	Pipeline Easement 20 wide & var.
3)	DP1002749	1/830607 Lot 1 in Deposited Plan 830607	Pipeline Easement 20 wide
		1/499003 Lot 1 in Deposited Plan 499003	Pipeline Easement 20 wide
		57/814316 Lot 57 in Deposited Plan 814316	Pipeline Easement 20 wide
		58/814316 Lot 58 in Deposited Plan 814316	Pipeline Easement 20 wide
		303/623982 Lot 303 in Deposited Plan 623982	)
		3/597781 Lot 3 in Deposited Plan 597781	) Pipeline Easement 20 wide
		5/825014 Lot 5 in Deposited Plan 825014	)
4)	DP1002748	1/744527 Lot 1 in Deposited Plan 744527	Pipeline Easement 20 wide
		561/823270 Lot 561 in Deposited Plan 823270	Pipeline Easement 20 wide
		102/825516 Lot 102 in Deposited Plan 825516	Pipeline Easement 11.3 wide
		3/538003 Lot 3 in Deposited Plan 538003	Pipeline Easement 11.3 wide
		107/825517 Lot 107 in Deposited Plan 825517	)
		105/825517 Lot 105 in Deposited Plan 825517	)
		10/261286 Lot 10 in Deposited Plan 261286	)
		166/751278 Lot 166 in Deposited Plan 751278	) Pipeline Easement 20 wide
		Volume 13042 Folio 160 Lot 1 in Deposited Plan 575707	)
		Volume 1020 Folio 55 Lot 30 in Deposited Plan 751278	)
		Volume 9435 Folio 176 Lot 1 in Deposited Plan 203263	)

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Government Gazette

Week No. 34/99

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interstate public passenger services between New South Wales and its contiguous States and Territories. This exemption does not apply in respect of any journeys carried out by taxi-cabs or private hire-vehicles wholly within New South Wales.

Acting Director-General,
Department of Transport.

PESTICIDES ACT 1978

NOTICE UNDER SECTION 22J (1)

NOTICE is hereby given, pursuant to Section 22J (1) of the Pesticides Act 1978, that I have issued a Pilot (Pesticide Rating) Licence under the Pesticides Act 1978, particulars of which are as stated in the Schedule.

JANE MALLEN-COOPER,
Registrar of Pesticides.

SCHEDULE

Name and Address of Licensee	Date of Issue of Licence
NEVILLE FREDERICK BIENKE 474 DUNOON ROAD LISMORE NSW 2480	20 Aug 1999.
ANDREW SCOTT DAVEY PO BOX 1204 NARACOORTE SA 5271	17 Aug 1999.
RICHARD JAMES McDONALD 5 HUME STREET WARREN NSW 2824	17 Aug 1999.
ROY ANDREW DAWSON LOT 1 WIRRAGLEN ROAD HIGHFIELDS QLD 4352	17 Aug 1999.
JON MATTHEW CHASELING BARSBY ROAD KINGAROY QLD 4610	17 Aug 1999.

PIPELINES ACT 1967

LICENCE No. 26 – VARIATION No. 3

INSTRUMENT OF GRANT OF VARIATION OF LICENCE AREA

I GORDON SAMUELS AC, GOVERNOR, of this State, acting with the advice of the Executive Council in exercise of the powers conferred on me by Section 19 of the Act do hereby grant the application for variation of the Licence Area specified in Licence No. 26 by including therein the lands described in the Schedule.

SCHEDULE

All those pieces or parcels of land described in the instrument annexed to Deposited Plan DP 1003822.

Signed at Sydney, this 25th day of August 1999,

JAMES JACOB SPIGELMAN,
by deputation from His Excellency the Governor.

By His Excellency's Command

J. W. SHAW,
Acting Minister for Energy.

PIPELINES ACT 1967

NOTIFICATION OF VESTING OF EASEMENTS

Eastern Gas Pipeline - Licence No. 26

HIS Excellency the Governor with the advice of the Executive Council, pursuant to the provisions of sections 21 and 61 of the *Pipelines Act 1967*, hereby declares that the easements over the lands described in Schedule 1 hereto are vested in Duke Eastern Gas Pipeline Pty Ltd (ACN 006 919 115) and DEI Eastern Gas Pipeline Pty Ltd (ACN 068 570 847) for the purposes of and incidental to the construction and operation of a pipeline subject to the restrictions as to user set out in Schedule 2 hereto.

Signed at Sydney, this 25th day of August, 1999.

JAMES JACOB SPIGELMAN,
by deputation from His Excellency the Governor.

By His Excellency's Command

J. W. SHAW,
Acting Minister for Energy.

SCHEDULE 1

LANDS AFFECTED BY EASEMENTS FOR PIPELINE

ALL THOSE pieces or parcels of land described in the instruments annexed to the Deposited Plans listed below and as marked on those Deposited Plans and lodged at the Land Titles Office, Sydney.

Deposited Plan List

DP 1002748
DP 1002749
DP 1002750
DP 1002751
DP 1003822
DP 1004811

SCHEDULE 2

RESTRICTIONS AS TO USER

Without affecting the generality of any requirement imposed by the Pipelines Act or regulations thereunder, the owner or occupier of land over which there is an easement for pipeline must not within the easement, except with the prior consent in writing of the person in whom the easement is vested:

(a) Excavate (including blasting), drill or dig.

(b) Erect, place or permit to be erected or placed any building, structure (including fence posts), plant, apparatus or equipment, earthworks, utility services or other improvements whether permanent or temporary on, over or under the land.

(c) Alter or disturb existing levels, contours or gradients.

Req:R890530 /Doc:DL 6178069 /Rev:01-Oct-1999 /NSW LRS /Pgs:ALL /Prt:17-Jul-2023 12:03 /Seq:6 of 6
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(d) Plant or cultivate any tree within 3 metres of the pipeline or any apparatus or works.

(e) Place on or use any part of the land for the transport, carriage or support of any heavy object, vehicle or implement, which could in any way cause or be likely to cause damage to the pipeline.

(f) Undertake any other activity that represents a danger to the pipeline or is a danger to the operation of the pipeline or its apparatus or works including signs, vent pipes and cathodic protection systems including anode beds and electrolysis test points.

PUBLIC WORKS ACT, 1912

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991
COMPULSORY ACQUISITION

Moama Sewerage Augmentation

THE Minister for Land and Water Conservation, with the approval of His Excellency the Governor, declares that the interests in land described in the Schedule hereto, are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for an authorised work.

On publication of this notice in the *Government Gazette*, the interests in land, are vested in the Minister for Land and Water Conservation as Constructing Authority under section 4 of the Public Works Act, 1912.

RICHARD AMERY, M. P.,
Minister for Agriculture and
Minister for Land and Water Conservation.

SCHEDULE

INTEREST IN LAND

Easement rights as described under the heading Easement for Sewer Pipeline in Memorandum E931212 filed in the Land Titles Office over the site shown in:

Deposited Plan 269139 (S.B.52394) as:

'PROPOSED EASEMENT FOR SEWER PIPELINE 5 WIDE'

Deposited Plan 269138 (S.B.52395) as:

'PROPOSED EASEMENT FOR SEWER PIPELINE 5 WIDE'

DPWS Reference 19.

STATE RECORDS ACT 1998

NOTICE is hereby given, pursuant to section 13 (5) of the State Records Act 1998, that I have issued the following records management standards and codes of best practice for use in the New South Wales public sector:

Standards

1. Standard on Full and Accurate Records
2. Standard on Records Management Programs

Code of best practice

Australian Standard AS 4390 — 1996, Records Management

Copies of these documents may be purchased from State Records, PO Box R625, Royal Exchange, Sydney NSW 1225. The two standards may also be downloaded from State Records' Web site at http://www.records.nsw.gov.au.

DAVID ROBERTS,
Director.

Page 6 of 6.

Req:R873618 /Doc:DL AK104621 /Rev:07-Jan-2016 /NSW LRS /Pgs:ALL /Prt:10-Nov-2021 10:00 /Seq:1 of 3
© Office of the Registrar-General /Src:TRISEARCH /Ref:21/7183

Form: 16LM
Release: 2·4

MEMORANDU

New South Wales
Section 80A Real Property Ac

AK104621K

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

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODES
673T	Endeavour Energy - LLPN 102871V Reference: PAD SUB	LM CM MM GM BM

(B) APPLICANT

ENDEAVOUR ENERGY
ABN 59 253 130 878

(C) The applicant requests the Registrar General to record this memorandum, comprising 3 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: Helen Smith - Manager Property & Fleet

Capacity of signatory (if applicable): Attorney - Power of Attorney Book 4693 No 329

Date: 21 December 2015

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

MEMORANDUM

ANNEXURE A

Terms of Easement for Padmount Substation

APPLICANT	ENDEAVOUR ENERGY

1.0 Definitions

1.1 **easement site** means that part of the lot burdened that is affected by this easement.

1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

1.3 **Endeavour Energy** means Endeavour Energy ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.

1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 Endeavour Energy may:

2.1 install electrical equipment within the easement site,

2.2 excavate the easement site to install the electrical equipment.

2.3 use the electrical equipment for the transmission of electricity,

2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3.0 In exercising its rights under this easement Endeavour Energy will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

HELEN SMITH
ATTORNEY, ENDEAVOUR ENERGY

MEMORANDUM

ANNEXURE A

Terms of Easement for Padmount Substation

APPLICANT	ENDEAVOUR ENERGY

4.0 The owner agrees that, without the prior written permission of Endeavour Energy and in accordance with such conditions as Endeavour Energy may reasonably impose, it will not:

4.1 install or permit to be installed any services or structure within the easement site, or

4.2 alter the surface level of the easement site, or

4.3 do or permit to be done anything that restricts access to the easement site by Endeavour Energy.

5.0 Endeavour Energy will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

6.0 Lessee of Endeavour Energy's Distribution System

6.1 Notwithstanding any other provision in this easement, the owner grants to Endeavour Energy the easement and acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

HELEN SMITH
ATTORNEY, ENDEAVOUR ENERGY

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 23/8620:141020
Ppty: 25261

Cert. No.: 349

Applicant:
CONVEYANCING SHOP
PO BOX 1265
BAULKHAM HILLS NSW 1755

Receipt No.: 5635034
Receipt Amt.: 62.00
Date: 17-Jul-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 704 DP 1294970**

Street Address: **56 THIRTEENTH 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.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

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

Home-based child care; Home occupations

(b)(ii) 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

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

Any development not specified in item (b)(i) or (b)(ii)

(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:
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?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

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?
Bushfire hazard	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**
	Edmondson Park South DCP 2012	**No**
	Western Sydney Aerotropolis DCP 2022	**No**
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	**Yes**
	Pleasure Point Bushfire Management Plan	**No**
Tidal inundation	Nil	**No**
Subsidence	Nil	**No**
Acid Sulphate Soils	Liverpool LEP 2008	**No**

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool DCP 2008	**No**
Potentially Contaminated Land	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	**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. Any information regarding contamination as Council is aware of, if any, can be found in Clause 23 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

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

Yes, part of the land is bushfire prone land

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

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 23/8620:141020
Ppty: 25262

Cert. No.: 350

Applicant:
CONVEYANCING SHOP
PO BOX 1265
BAULKHAM HILLS NSW 1755

Receipt No.: 5635034
Receipt Amt.: 62.00
Date: 17-Jul-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 705 DP 1294970**

Street Address: **50 THIRTEENTH 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.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

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

Home-based child care; Home occupations

(b)(ii) 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

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

Any development not specified in item (b)(i) or (b)(ii)

(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:
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?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

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?
Bushfire hazard	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**
	Edmondson Park South DCP 2012	**No**
	Western Sydney Aerotropolis DCP 2022	**No**
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	**Yes**
	Pleasure Point Bushfire Management Plan	**No**
Tidal inundation	Nil	**No**
Subsidence	Nil	**No**
Acid Sulphate Soils	Liverpool LEP 2008	**No**

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool DCP 2008	**No**
Potentially Contaminated Land	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	**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. Any information regarding contamination as Council is aware of, if any, can be found in Clause 23 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

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

Yes, part of the land is bushfire prone land

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

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 23/8620:141020
Ppty: 566

Cert. No.: 351

Applicant:
CONVEYANCING SHOP
PO BOX 1265
BAULKHAM HILLS NSW 1755

Receipt No.: 5635034
Receipt Amt.: 62.00
Date: 17-Jul-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 706 DP 1294970**

Street Address: **105 TWELFTH 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.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

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

Home-based child care; Home occupations

(b)(ii) 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

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

Any development not specified in item (b)(i) or (b)(ii)

(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:
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?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

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?
Bushfire hazard	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**
	Edmondson Park South DCP 2012	**No**
	Western Sydney Aerotropolis DCP 2022	**No**
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	**Yes**
	Pleasure Point Bushfire Management Plan	**No**
Tidal inundation	Nil	**No**
Subsidence	Nil	**No**
Acid Sulphate Soils	Liverpool LEP 2008	**No**

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	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. Any information regarding contamination as Council is aware of, if any, can be found in Clause 23 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

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

Yes, part of the land is bushfire prone land

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

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 23/8620:141105
Ppty: 25261

Cert. No.: 396

Applicant:
CONVEYANCING SHOP
PO BOX 1265
BAULKHAM HILLS NSW 1755

Receipt No.: 5635695
Receipt Amt.: 62.00
Date: 18-Jul-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 707 DP 1294970**

Street Address: **56 THIRTEENTH 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.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

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

Home-based child care; Home occupations

(b)(ii) 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

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

Any development not specified in item (b)(i) or (b)(ii)

(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:
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?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

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?
Bushfire hazard	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**
	Edmondson Park South DCP 2012	**No**
	Western Sydney Aerotropolis DCP 2022	**No**
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	**Yes**
	Pleasure Point Bushfire Management Plan	**No**
Tidal inundation	Nil	**No**
Subsidence	Nil	**No**
Acid Sulphate Soils	Liverpool LEP 2008	**No**

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	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. Any information regarding contamination as Council is aware of, if any, can be found in Clause 23 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

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

Yes, part of the land is bushfire prone land

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

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 23/8620:141020
Ppty: 46073

Cert. No.: 352

Applicant:
CONVEYANCING SHOP
PO BOX 1265
BAULKHAM HILLS NSW 1755

Receipt No.: 5635034
Receipt Amt.: 62.00
Date: 17-Jul-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 708 DP 1294970**

Street Address: **125 TWELFTH 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.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

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

Home-based child care; Home occupations

(b)(ii) 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

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

Any development not specified in item (b)(i) or (b)(ii)

(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:
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?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

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?
Bushfire hazard	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**
	Edmondson Park South DCP 2012	**No**
	Western Sydney Aerotropolis DCP 2022	**No**
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	**Yes**
	Pleasure Point Bushfire Management Plan	**No**
Tidal inundation	Nil	**No**
Subsidence	Nil	**No**
Acid Sulphate Soils	Liverpool LEP 2008	**No**

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	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. Any information regarding contamination as Council is aware of, if any, can be found in Clause 23 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

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

Yes, all of the land is bushfire prone land

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

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 23/8620:141020
Ppty: 46074

Cert. No.: 353

Applicant:
CONVEYANCING SHOP
PO BOX 1265
BAULKHAM HILLS NSW 1755

Receipt No.: 5635034
Receipt Amt.: 62.00
Date: 17-Jul-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 709 DP 1294970**

Street Address: **135 TWELFTH 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.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

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

Home-based child care; Home occupations

(b)(ii) 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

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

Any development not specified in item (b)(i) or (b)(ii)

(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:
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?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

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?
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes
	Edmondson Park South DCP 2012	No
	Western Sydney Aerotropolis DCP 2022	No
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	Yes
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool DCP 2008	**No**
Potentially Contaminated Land	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	**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. Any information regarding contamination as Council is aware of, if any, can be found in Clause 23 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

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

Yes, part of the land is bushfire prone land

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

A1

DEVELOPER CONTRACT PLAN

LOCALITY PLAN
(NOT TO SCALE)

NOTES :-

WATER SERVICING CO-ORDINATOR,
SURVEY, DESIGN & FINAL PLANS PREPARED BY:
MetroWater MANAGEMENT
P.O. BOX 3220, BANKSIA NSW 2138
PH. 0876-8395 FAX 9829-2341

FOR: THIRTEENTH AVENUE 238 PTY LTD
P.O. BOX 8582, ROYAL EXCHANGE NSW 1225
PH. 9230-3088

1. MAIN TO BE LAID GENERALLY 2.4 M.L. AT STANDARD DEPTH BELOW TOP OF KERB EXCEPT WHERE OTHERWISE INDICATED.
2. THE PROPOSED WORKS DEEMED HERE ON TO BE CONSTRUCTED IN ACCORDANCE WITH THE WATER SERVICES ASSOCIATION OF AUSTRALIA - WATER SUPPLY CODE OF AUSTRALIA WSA 03-2011-3.1 SYDNEY WATER EDITION. THE CONTRACTOR MUST HAVE A COPY OF THIS DOCUMENT ON SITE AT ALL TIMES.
3. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OUTLINED IN THE REVIEW OF ENVIRONMENTAL FACTORS (R.E.F.) ASSOCIATED WITH THIS DESIGN.
4. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS IN THE PROJECT SAFETY PLAN (P.S.P.) ASSOCIATED WITH THIS DESIGN.
5. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS IN THE INSPECTION TEST PLAN (I.T.P.) ASSOCIATED WITH THIS DESIGN.
6. THE CONTRACTOR TO SUBMIT A CONSTRUCTION PROGRAM TO THE PROJECT MANAGER PRIOR TO COMMENCEMENT OF WORKS INCLUDING:
   a. ENVIRONMENTAL MANAGEMENT PLAN (EMP)
   b. PROJECT SAFETY PLAN
   c. FLOW MANAGEMENT PLAN (IF APPLICABLE)
7. SEDIMENT CONTROLS, SITE RESTORATION AND ENVIRONMENTAL REQUIREMENTS TO BE CARRIED OUT TO THE SATISFACTION OF THE WATER SERVICES CO-ORDINATOR OR THEIR FIELD REPRESENTATIVE.
8. MAIN LAYING NOT TO PROCEED PRIOR TO THE FORMATION OF FOOTWAYS TO FINISHED SURFACE LEVELS.
9. JOINT USE OF UTILITY SERVICES TRENCH IN THIS AREA.
10. THE MINIMUM NUMBER OF FIELD COMPACTION TESTS REQUIRED TO SATISFY STANDARDS 21 AS FOLLOWS:
    (i) TRENCHES IN ROADWAY:-
    TRENCH FILL ZONE TO BE BACKFILLED USING 14:1 SAND/CEMENT MIX TO ROADBASE LEVEL. NO COMPACTION REQUIRED.
    (ii) TRENCHES NOT IN ROADWAY:-
    TRENCH FILL ZONE (1 TEST PER 500m LAYER/100m) = 10
    (iii) EMBEDMENT ZONE:- 10
    (USING 7mm/10mm/14mm SINGLE-SIZED AGGREGATES)
11. MAIN TO METER WATER SERVICE CONNECTION POSITIONS SHOWN THUS:-
    * PROPOSED ROAD CROSSINGS
    * PROPOSED TWIN WATER SERVICES
    * PROPOSED SINGLE WATER SERVICE
12. ALL WATER MAINS TO BE CONSTRUCTED OVER STORMWATER DRAINS UNLESS NOTED OTHERWISE.
13. ALL VALVES AND FITTINGS TO BE RESTRAINED IN ACCORDANCE WITH RELEVANT DEEMED-TO-COMPLY DRAWINGS (REFER TO TABLE 1).
14. SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH AND SITE CHECK OF ALL EXISTING SERVICES WILL BE NECESSARY PRIOR TO COMMENCEMENT OF THE WORK AND APPROPRIATE PROCEDURES, PRECAUTIONS AND CARE NEED TO BE TAKEN WHEN WORKING NEAR CLOSE PROXIMITY OF ANY SERVICES. ANY DAMAGE TO EXISTING SERVICES TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
15. ALL PROPERTY (MAIN TO METER) SERVICES MUST BE CONSTRUCTED TO SYDNEY WATER'S INSTALLATION REQUIREMENTS BY A LICENSED PLUMBER. THE WORKS MUST BE INSTALLED IN ACCORDANCE WITH THE CURRENT SYDNEY WATER PROPERTY (MAIN TO METER) SERVICE INSTALLATIONS TECHNICAL REQUIREMENTS, NSW CODE OF PRACTICE FOR PLUMBING AND DRAINAGE AND AS/NZS3500.
16. ⊕ DENOTES WHERE THE NEW MAIN CROSSES A ROADWAY, A MINIMUM OF 750mm COVER SHALL BE MAINTAINED BELOW THE ROAD PAVEMENT.
17. DEFLECTIONS MAY BE ACHIEVED BY EASING MAIN AT PIPE JOINTS. PIPE DEFLECTIONS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATION.
18. CONTRACTOR TO INVESTIGATE MAIN CONNECTION LOCATION PRIOR TO MAINLAYING, WHICH COULD INCLUDE POT-HOLING ADJACENT SERVICES THAT MAY IMPACT THE CONNECTION.
19. BURIED FITTINGS ARE NOT TO BE BACKFILLED UNTIL WORK-AS-CONSTRUCTED DETAILS HAVE BEEN OBTAINED BY THE DESIGNER AND APPROVAL FOR BACKFILLING GIVEN BY THE W.S.C.
20. DISCONNECT AND DISUSE APPROX. 161.0m OF DN250 C.I.C.L. MAIN 'Y-Z', RECOVER SURFACE FITTINGS AND TRANSFER SERVICES. DISUSED SECTION OF MAIN TO BE BROKEN OUT DURING CONSTRUCTION.
21. DISCONNECT AND DISUSE APPROX. 208.0m OF DN100 C.I.C.L. MAIN 'W-X', RECOVER SURFACE FITTINGS AND TRANSFER SERVICES. DISUSED SECTION OF MAIN TO BE BROKEN OUT DURING CONSTRUCTION.

0 10 20 30 40 50 METRES

REF: 188-20

DRAWING LIST			
DWG. No.	TITLE	REVISION	DATE

No.	DESCRIPTION	DRAWING No.	ISSUE	DATE
1	HORIZONTAL BENDS	DTC-1110	A	31/01/12
2	TAPERS	DTC-1112	B	28/02/12
3	TEES	DTC-1113	B	28/02/12
4	VERTICAL BENDS & HYDRANT BENDS	DTC-1114	A	31/01/12
5	ANCHORAGE DETAILS - STOP VALVES	DTC-1115	B	28/02/12

TABLE 1: APPLICABLE DEEMED-TO-COMPLY DRAWINGS

NOT FOR CONSTRUCTION

✓CAUTION
EXISTING SERVICES ALLOCATED IN FOOTPATH RESERVE ARE SUBJECT TO VARIABLE PLACEMENT. THE CONTRACTOR IS REQUIRED TO ACQUIRE THE LATEST SEARCH INFORMATION & FIELD CHECK AT THE TIME OF WORKS.

✓CAUTION
DANGEROUS SERVICES EXIST IN THE AREA
OVERHEAD POWER & CONNS, PROPOSED
UNDERGROUND ELECTRICAL AND FIBRE OPTIC CABLES

No.	REVISION DESCRIPTION	BY	DATE
02	REVISED ORIGINAL ISSUE	R.C.	23/03/23
01	ORIGINAL ISSUE	R.C.	13/03/23

PLAN CONSTRUCT HEAD IN CONJUNCTION WITH CURRENT SYDNEY WATER STANDARDS
SYDNEY WATER CORPORATION

PRIOR TO COMMENCEMENT OF EXCAVATION OF PROPOSED AND EXISTING SERVICES CONTACT -
DIALCO DIRECTORY ..... Ph.132 ...
ELECTRICITY, ENDEAVOUR ENERGY ..... Ph.131 ...
GAS ..... JEMENA GAS ..... Ph.131 ...
TELECOMMUNICATIONS ..... TELSTRA ..... Ph.100 ...
..... NBN ..... Ph.1800 ...
DIGGERS MUST CLEAR AT ALL TIMES

UTILITIES					
TYPE	DATE	REF.	TYPE	DATE	REF.
SEWER		HYDRA			
PROP SEWER		DES			
STORMWATER		ENG			
PROP STORMWATER		ENG			
GAS		SURVEY			
COMMS		SURVEY			
		SURVEY			

WORK AS CONSTRUCTED CERTIFICATION
DEVELOPER .....
WATER SERVICE CO-ORDINATOR .....
CONSTRUCTOR .....
COMPLETED ..... W.A.C. PREPARED .....
DESIGNER .....
I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS.

PIPE SCHEDULE				
DN	TYPE	CLASS	LENGTH	PROPERTY NUMBER
250	P.V.C.	PN16	161.0m	
160	P.V.C.	PN16	157.0m	
100	P.V.C.	PN16	216.0m	
100	D.I.C.L.	PN35	8.0m	

ORIGIN HEAD 133 m
BOUNDARY SHOWN REQUIRED

AUSTRALIAN HEIGHT DATUM
SCALES
PLAN 1:500 ..... HORIZ. ..... VERT. .....
CROSS SECTIONS ..... HORIZ. ..... VERT. .....
NO DIMENSIONS TO BE SCALED FROM THIS PLAN

NO AMENDMENTS ARE TO BE MADE TO THIS PLAN WITHOUT REFERENCE TO SYDNEY WATER. THIS PLAN IS NOT NECESSARILY UP TO DATE OR CORRECT AND SYDNEY WATER ACCEPTS NO RESPONSIBILITY.

Sydney WATER SYDNEY WATER CORPORATION

Case No.PW

JOB DIRECTORY ..... 255.16 (41st FD) .....

SHEET ..... OF ..... File No. NA .....

POTABLE WATER MAIN EXTENSION
PROPOSED ESTATE ROADS
50 & 55-60 TWELFTH AVENUE
AUSTRAL LIVERPOOL

MetroWater REFERENCE: 188-20 DESIGNED: R.C. DRAFTED: R.C. VERIFIED: M.T. REVIEWED: M.T. VARIATION NO: APPROVAL DATE:

PLAN DRAWN DATE VERSION 02 SHEET 1 OF 1 DRAWING

A1F

JOIN LINE - SEE SHEET 3

DEVELOPER CONTRACT PLAN

A1F

DEVELOPER CONTRACT PLAN

NOT FOR CONSTRUCTION

REF: 188-20

WORK AS CONSTRUCTED CERTIFICATION
DEVELOPER
W.A.C.
CONSTRUCTOR
COMPLETED
W.A.C. NO. W-20
DATE
CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORKS AS CONSTRUCTED DRAWINGS

Sydney WATER
SYDNEY WATER CORPORATION

Case No. PW | SHT 2 OF SHTS.

SYDNEY WATER CORPORATION
FOR DETAILS OF SERVICES SEE SHEET 1

PLAN DRAWN DATE: VERSION: 02 SHEET 3 OF SHEETS

Metronet Ref: 188-20 DESIGNER: N.C. DRAFTED: R.C. VERIFIED: N.T. REVIEWED: N.T. VARIATION No: APPROVAL DATE:

A1

. DEVELOPER CONTRACT PLAN

LOCALITY PLAN
(NOT TO SCALE)

NOTES :-

WATER SERVICING CO-ORDINATOR,
SURVEY, DESIGN & FINAL PLANS PREPARED BY:
WaterMatter MANAGEMENT
P.O. BOX 3290, ROSELLE NSW 2138
PH. 9875-8385 FAX 9858-2341

FOR: THIRTEENTH AVENUE 230 PTY LTD
P.O. BOX 8582, ROYAL DOMINIONS NSW 1225
PH. 9263-6390

1. ALL LOTS WERE VACANT AT TIME OF SURVEY.
2. ALL STRUCTURES TO BE CONSTRUCTED TO PROPOSED FINISHED SURFACE LEVELS. THE CONSTRUCTOR IS TO LIAISE WITH THE SITE SUPERINTENDENT/CIVIL CONTRACTOR TO VERIFY ALL FINAL LEVELS.
3. PIPES TO BE CONCRETE ENCASED SHOWN ACCORDINGLY:
4. ALL LEVELS ELECTRONICALLY GENERATED, NO LEVEL BOOK AVAILABLE.
5. SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH AND SITE CHECK OF ALL EXISTING SERVICES WILL BE NECESSARY PRIOR TO COMMENCEMENT OF THE WORK AND APPROPRIATE PROCEDURES, PRECAUTIONS AND CARE NEEDS TO BE TAKEN WHEN WORKING WITHIN CLOSE PROXIMITY OF ANY SERVICES. ANY DAMAGE TO EXISTING SERVICES TO BE RECTIFIED AT THE CONTRACTOR'S EXPENSE.
6. THE CONSTRUCTOR IS TO DETERMINE LEVELS & LOCATIONS OF SERVICES PRIOR TO CONSTRUCTION.
7. THE PROPOSED WORKS DETAILED HERE ON TO BE CONSTRUCTED IN ACCORDANCE WITH THE: WATER SERVICES ASSOCIATION OF AUSTRALIA – SEWERAGE CODE OF AUSTRALIA WSA 02-2002-2.2 – SYDNEY WATER EDITION – VERSION 4 – 2017. THE CONTRACTOR MUST HAVE A COPY OF THIS DOCUMENT ON SITE AT ALL TIMES.
8. THE MINIMUM NUMBER OF FIELD COMPACTION TESTS REQUIRED TO SATISFY THE SEWERAGE CODE OF AUSTRALIA – SYDNEY WATER EDITION – VERSION 4 ARE:

   i) PIPE ENVIRONMENT ZONE: NIL
   (USING 7mm/10mm/14mm SINGLE SIZE AGGREGATES)

   ii) TRENCH FILL ZONE – TRAFFICABLE:
   (1 TEST PER 300mm LAYER PER 50m OF SEWER MAIN)
   TOTAL No. OF TESTS: XX (USING 14:1 SAND/CEMENT STABILISER)

   iii) TRENCH FILL ZONE – NON-TRAFFICABLE:
   (1 TEST PER 300mm LAYER PER 100m OF SEWER MAIN)
   TOTAL No. OF TESTS: XX
   iv) FOR M.H.s & M.H.s: (1 TEST PER 1m DEPTH AT ONE LOCATION WITHIN 300mm OF EACH M.H. & M.H.)
   TOTAL No. OF TESTS: XX

9. PROPERTY CONNECTION SEWERS (P.C.S.) ARE TO BE CONSTRUCTED IN ACCORDANCE WITH SYDNEY WATER STANDARD DRAWING SDM-1151-S. REFER TO WATER SERVICES ASSOCIATION OF AUSTRALIA – SEWERAGE CODE OF AUSTRALIA WSA 02-2002-2.2 – SYDNEY WATER EDITION – VERSION 4 – 2017.
10. AREAS DOWNSLOPE OF CONSTRUCTION ACTIVITY TO BE ADEQUATELY PROTECTED FROM SEDIMENT POLLUTION ETC. SILT TRAP DEVICES TO BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITY, DEFECTIVELY MAINTAINED AND TO BE REMOVED ONLY AFTER THE AREA HAS BEEN SATISFACTORILY REVEGETATED.
11. SILTATION CONTROLS, SITE RESTORATION AND ENVIRONMENTAL REQUIREMENTS TO BE CARRIED OUT TO THE SATISFACTION OF THE WATER SERVICES CO-ORDINATOR OR THEIR FIELD REPRESENTATIVE.
12. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OUTLINED IN THE REVIEW OF ENVIRONMENTAL FACTORS (REF), PROJECT SAFETY PLAN (P.S.P.) AND THE INSPECTION TEST PLAN (I.T.P.) ASSOCIATED WITH THIS DESIGN.
13. UNLESS NOTED OTHERWISE, ALL M.H.'s TO BE CONSTRUCTED IN ACCORDANCE WITH DEEMED-TO-COMPLY DRAWING DTC-2203 ISSUE B 18-MAR-15, READ IN CONJUNCTION WITH:
   - DTC-2000 ISSUE C DATED 18-MAR-15
   - DTC-2220 ISSUE D DATED 18-MAR-15
   - DTC-2221 ISSUE B DATED 07-MAR-13
   - DTC-2222 ISSUE C DATED 18-MAR-15
14. ALL M.H. DEFLECTION ANGLES ARE MEASURED FROM THE DOWNSTREAM IN A CLOCKWISE DIRECTION.
15. DENOTES P.C.S. CONNECTION (REFER SDM-1151-S).
16. DENOTES SEWER JUNCTION WITH DN100 SPIGOT BRANCH TO BE INSTALLED AND CAPPED FOR FUTURE P.C.S. EXTENSION TO SERVICE LOTS 113, 114, 115-118, 143 & 201. ENCE THE TEMP OSB/WSCD BASIN IS REMOVED WHEN NO LONGER REQUIRED.

NOT FOR CONSTRUCTION

0 10 20 30 40 50 METRES

REF: 188-20

DRAWING LIST			
DWG. No.	TITLE	REVISION	DATE

M.G.A. TABLE ZONE 56					
COMBINED M.S.L. & SCALE FACTOR – 1.000065					
STATION		EASTING	NORTHING	CLASS	SOURCE
PM	51086	298377.203	6245008.551	OA	SCIMS

SURVEY MARK (ORIGIN)

MAINTENANCE STRUCTURE SCHEDULE

CNE No.	CHAINAGE	TYPE	DN RISER	CLASS OF COVER	MATERIAL	COMMENTS

No.	AMENDMENT DESCRIPTION	BY	DATE
01	ORIGINAL ISSUE	R.G.	

PLAN TO BE READ IN CONJUNCTION WITH CURRENT SYDNEY WATER STANDARDS

PRIOR TO COMMENCEMENT OF EXCAVATION FOR HIGHLY LIKELY EXISTING SERVICES CONTACT:

DIAL BEFORE YOU DIG
ELECTRICITY, STREETLIGHT ENERGY
GAS JEMENA GAS
TELECOMMUNICATIONS TELSTRA
NBN
COVENS AT LEAST 48 HOURS NOTICE.

UTILITIES

TYPE	DATE	REF.	TYPE	DATE	REF.
WATER: DN100 Water		HYDRA			
RECIP. WATER: DN100 Water		DES			
STORMWATER: DN		ENG			
RECIP. STORMWATER: DN		ENG			
GAS		SURVEY			
CONDUIT		SURVEY			
ENERGAVOUR ENERGY		SURVEY			

WORK AS CONSTRUCTED CERTIFICATION

DEVELOPER
WATER SERVICE CO-ORDINATOR
CONSTRUCTOR
COMPLETED W.A.C. PREPARED
CERTIFIER
I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS.
SIGNATURE

MH SCHEDULE

MH No.	TYPE	CHAIN	LENGTH	PROJECTING INVERT DIS NOTES
TBA	J.R.V.	SAG		

NO BOUNDARY TRAPS REQUIRED.

AUSTRALIAN HEIGHT DATUM

SCALES
PLAN 1:200 SECTION HOR. 1:200 VERT. 1:100
UNDERGROUND NATURAL

NO AMENDMENTS ARE TO BE MADE TO THIS PLAN WITHOUT REFERENCE TO SYDNEY WATER. THIS PLAN IS NOT VALID UNLESS UP TO DATE OR DISTRICT AND SYDNEY WATER ACCEPTS NO RESPONSIBILITY.

U.D. DIRECTORY SEE INSTRUCTED

SHEET 1 OF 1 No. NA

Sydney WATER — SYDNEY WATER CORPORATION

Case No.WW

SEWERAGE
DRAINS TO
FUTURE AUSTRAL CARRIER 2 (AC2)
FUTURE SP1311

WATERMATTER REFERENCE: 188-20 DESIGNER: R.G. DRAFTER: R.G. VERIFIED: M.T. REVIEWER: M.T. VARIATION NO: APPROVAL DATE:

PLAN DRAWN DATE VERSION 02 SHEET 1 OF 1 SHEETS

A1F

JOIN LINE - SEE SHEET 3

DEVELOPER CONTRACT PLAN

REF: 188-20

NOT FOR CONSTRUCTION

0 10 20 30 40 50 METRES

SEE NOTE 10.

DENOTES EASEMENT FOR PADMOUNT SUBSTATION

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

Metropolitan REFERENCE: 188-20 DESIGNED: R.C. DRAFTED: R.C. VERIFIED: M.T. REVISED: M.T. VARIATION ID: - APPROVAL DATE: -

F:\ANZRAIN DATF VER SIGN.02 SHEET 2 OF 1 SHEETS

A1F

DEVELOPER CONTRACT PLAN

NOT FOR CONSTRUCTION

0 10 20 30 40 50 METRES

SEE NOTE 10.

DENOTES EASEMENT FOR PADMOUNT SUBSTATION

REF: 188-20

WORK AS CONSTRUCTED CERTIFICATION	Sydney WATER	SYDNEY WATER CORPORATION
DEVELOPER		
W.A.C.		
CONSTRUCTOR	Case No.WW	SHT 3 OF 10 SHTS.
COMPLETED		
W.A.C. PREPARED		
DESIGNER: I HEREBY CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWING	SYDNEY WATER CORPORATION FOR DETAILS OF SERVICES SEE SHEET 1	

MetroWater REFERENCED 188-20 DESIGNED: R.C. DRAWN: R.C. VERIFIED: M.Y. REVIEWED: M.T. VARIATION NO. - APPROVAL DATE -

PLAN/REVISION DATE VERSION 02 SHEET 3 OF 10 SHEETS

Sydney WATER

18 July 2023

Infotrack Pty Limited

Reference number: **8002636799**

Property address: **50 Thirteenth Ave Austral NSW 2179**

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

Jodie Gray
Manager Customer Accounts

Sydney WATER

Service Location Print

Application Number: 8002636673

Document generated at 18-07-2023 05:26:45 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**.

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT
- Ventshaft INDUCT
- Property Connection Point (with chainage to downstream MH) — 10.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit)
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale 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

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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**.

Sydney WATER

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**.

Sydney WATER

18 July 2023

Infotrack Pty Limited

Reference number: **8002636727**

Property address: **56-60 Thirteenth Ave Austral NSW 2179**

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

Jodie Gray
Manager Customer Accounts

Sydney WATER

Service Location Print

Application Number: 8002636690

Document generated at 18-07-2023 08:08:04 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**.

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT
- Ventshaft INDUCT
- Property Connection Point (with chainage to downstream MH) — 10.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit)
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale 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

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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.**

Sydney WATER

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

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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**.

Sydney WATER

18 July 2023

Infotrack Pty Limited

Reference number: **8002636815**

Property address: **105 Twelfth Ave Austral NSW 2179**

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

Jodie Gray
Manager Customer Accounts

Sydney WATER

Service Location Print

Application Number: 8002636746

Document generated at 18-07-2023 03:01:51 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**.

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT — VE
- Ventshaft INDUCT — VI
- Property Connection Point (with chainage to downstream MH) — 10.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit)
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale 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

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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.**

Sydney WATER

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

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

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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.**

Sydney WATER

18 July 2023

Infotrack Pty Limited

Reference number: **8002636819**

Property address: **115 Twelfth Ave Austral NSW 2179**

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

Jodie Gray
Manager Customer Accounts

Sydney WATER

Service Location Print

Application Number: 8002636753

Document generated at 18-07-2023 04:07:00 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.**

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT
- Ventshaft INDUCT
- Property Connection Point (with chainage to downstream MH) — 10.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point
- Lamphole
- Vertical
- Pumping Station — SP0862
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale 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

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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**.

Sydney WATER

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
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Sydney WATER

18 July 2023

Infotrack Pty Limited

Reference number: **8002636826**

Property address: **125 Twelfth Ave Austral NSW 2179**

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

Jodie Gray
Manager Customer Accounts

Sydney WATER

Service Location Print

Application Number: 8002636757

Document generated at 18-07-2023 03:21:45 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**.

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT
- Ventshaft INDUCT
- Property Connection Point (with chainage to downstream MH) — 1.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit)
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale 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

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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.**

Sydney WATER

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

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Sydney WATER

18 July 2023

Infotrack Pty Limited

Reference number: **8002636831**

Property address: **135 Twelfth Ave Austral NSW 2179**

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.

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Yours sincerely

Jodie Gray
Manager Customer Accounts

Sydney WATER

Service Location Print

Application Number: 8002636771

Document generated at 18-07-2023 04:14:06 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**.

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.8
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale 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

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

Disclaimer
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Sydney WATER

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
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COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
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GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
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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
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Disclosure Statement – Off the Plan Contracts

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

VENDOR	Thirteenth Ave 230 Pty Ltd ACN 644 252 460 as trustee for Crown Trust 53
PROPERTY	50-56 Thirteenth Avenue and 105-135 Twelfth Avenue, Austral 2179

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☒ No ☐ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☒ No ☐ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☒ No ☐ Yes **If Yes, please specify scheme type:**

DETAILS					
Completion	21 days after plan registration		**Refer to clause(s):**	65	
Is there a sunset date?	☐ No ☒ Yes	**Can this date be extended?**	☐ No ☒ Yes	**Refer to clause(s):**	58
Does the purchaser pay anything more if they do not complete on time?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	Notice to complete fee and interest in clause 66		
Has development approval been obtained?	☐ No ☒ Yes	Development Approval No:	DA-1118/2021		
Has a principal certifying authority been appointed?	☒ No ☐ Yes	Provide details:	Liverpool City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	If plan registration does not occur before the sunset date in clause 59		

ATTACHMENTS *(s66ZM(2) of the Conveyancing Act 1919)*

The following prescribed documents are included in this disclosure statement *(select all that apply)*.

- ☒ draft plan
- ☒ s88B instrument proposed to be lodged with draft plan
- ☐ proposed schedule of finishes
- ☐ draft strata by-laws
- ☐ draft strata development contract
- ☐ draft community/precinct/neighbourhood/ management statement
- ☐ draft community/precinct/neighbourhood/ development contract
- ☐ draft strata management statement
- ☐ draft building management statement