

Contract for the sale and purchase of land 2019 edition

TERM
 vendor's agent

NSW DAN:
 Phone:

co-agent

vendor

vendor's solicitor

Phone:
 Fax:
 Ref:

date for completion
 land (address,
 plan details and
 title reference)

See special condition 65

(clause 15)

Lot 9 Kelly and 85 Boyd Street, Austral, New South Wales 2179

Registered Plan: Lot 220, in unregistered Deposited Plan 1273155, being a subdivision of Lot 146 in unregistered Deposited Plan 1273154, in an unregistered plan of subdivision of lots 81 and 82 in Deposited Plan 740973

Part Folio Identifiers 81/740973 and 82/740973

improvements

☐ VACANT POSSESSION ☐ subject to existing tenancies

☐ 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

☐ blinds

☐ dishwasher

☐ light fittings

☐ stove

☐ built-in wardrobes

☐ fixed floor coverings

☐ range hood

☐ pool equipment

☐ clothes line

☐ insect screens

☐ solar panels

☐ TV antenna

☐ curtains

☐ other:

exclusions

purchaser

purchaser's solicitor

price

deposit

balance

(10% of the price, unless otherwise stated)

contract date

(If not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

FIRB approval ☐ NO ☐ yes
 required

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):**Electronic transaction** (clause 30)☐ no ☐ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **7% of the Price**Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General

- ☒ 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 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☒ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

This is the execution page to the contract for sale between Kelly St 9 Pty Ltd, ACN 637 255 424 as trustee for Crown Trust 44, ABN 72 818 289 758 and the Purchaser for Lot [] in an unregistered plan of subdivision of Lots 81 and 82 in Deposited Plan 740973, being part folio identifiers 81/740973 and 82/740973 dated

Vendor

Executed by Kelly St 9 Pty Ltd, ACN
637 255 424 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:

Executed by
In the presence of

Purchaser

Witness

Name:

Guarantor

Executed by
In the presence of

)
)

Guarantor

Witness

Name:

Executed by
In the presence of

Guarantor

Witness

Name:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor serves a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not serve a notice waiving the *requisition* within 14 days after that service.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by serving a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 Normally, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 Normally, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion; the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

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

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

SPECIAL CONDITIONS

PART A - GENERAL

33. Amendment to Printed Conditions

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

- (a) Clause 1 – definition of ‘*depositholder*’, delete the words ‘*vendor’s agent*’ and replace with ‘*vendor’s solicitor*’;
- (b) definition of ‘*settlement cheque*’ – replace with ‘*an unendorsed bank cheque made payable to the person to be paid, or if authorised in writing by the vendor or the vendors solicitor, some other cheque*’;
- (c) Clause 1 – definition of ‘*work order*’ - add the words “*from any competent authority or adjoining owner*” at the end of ‘*order*’;
- (d) Clause 2.4 - delete the words ‘*cash (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 16.5 - the words ‘*plus another 20% of that fee*’ to be deleted;
- (o) Clause 16.8 - delete;
- (p) Clause 17.3 – delete;
- (q) 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*’;
- (r) Clause 28 - is deleted;
- (s) Clause 29 – is deleted; and
- (t) Clause 31.4 is deleted.

34. Special Conditions to Prevail

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

35. Annexure as Agent

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

36. No Warranty

Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2017*, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copies of documents annexed to this contract.

37. Interpretation

- a) The following expressions have the following meanings for the purposes of this contract: -
 - “**Acceptable Reduction**” means a reduction in the dimensions or the area of the property specified in the Draft Plan that is less than or equal to five per cent (5.0%).
 - “**BEP**” means the building envelope plans annexed to this contract.
 - “**BEP Lots**” means lots 141-145, 209-211, 218-219 and 222-223 in the Draft Plan.

"Council" means Liverpool City Council.

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

"Development Activities" means:

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

"Development Consent" means DA-144/2021 and any other 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 81/740973 and 82/740973.

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

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

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

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

"Specified Date" means 15 December 2023.

"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	BEP
C	Draft Section 88B Instrument
D	Title Requisitions
E	Folio Identifiers 81/740973 and 82/740973
F	Title Diagram, Deposited Plan and Dealings
G	Section 10.7 Certificates from Council
H	Sewer Service Information
I	Disclosure Statement

38. Whole Agreement

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

39. Purchaser Relies Upon Own Enquiries

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

40. Incapacity

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

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

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

41. Agent

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

42. Claim for Compensation

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

43. No Caveats Prior to Registration

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

44. No Assignment by Purchaser

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

45. Credit Code

The Purchaser expressly warrants to the Vendor that the Purchaser 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 on the date of this contract or as otherwise agreed in writing by the parties.

50. Bank Guarantee or Bond

- (a) This clause applies if a bond or bank guarantee in favour of the Vendor has been accepted as the deposit or as any part of the deposit.
- (b) In this clause required rating means:
 - 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 bond or bank guarantee on or before the date of this contract to the Vendor's solicitor will, to the extent of the amount bonded or guaranteed, be deemed for the purposes of this contract to be the payment of the deposit in accordance with this contract.
- (d) The Purchaser must pay the amount stipulated in the bond or bank guarantee to the Vendor by unendorsed bank cheque or as otherwise directed on the earlier of completion or within 2 business days of the Vendor serving notice on the Purchaser claiming forfeiture of the deposit.
- (e) If the Purchaser does not comply with paragraph (d), the Purchaser is immediately in breach of an essential condition of this contract and the Vendor may without further notice to the Purchaser demand payment of the amount stipulated in the bond or bank guarantee from its issuer.
- (f) If the bond or bank guarantee has an expiry date:
 - 1. The expiry date must not be before **15 December 2023**; and
 - 2. The Purchaser must, if completion has not taken place at least one (1) month before that expiry date, promptly serve a replacement bond or bank guarantee on the same terms as the original bond or bank guarantee except that the bond or bank guarantee must expire at least one (1) year after that expiry date.
- (g) If at any time the issuer of the bond or bank guarantee does not meet the required rating, the Purchaser must serve a replacement bond or bank guarantee on the same terms as the original bond or bank guarantee. The replacement bond or bank guarantee must be from an issuer meeting the required rating.
- (h) The obligations of the Purchaser under this clause 50 are essential.

PART C - DEVELOPMENT

51. Carrying out of Works

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

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

52. Development of Parcel

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

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

53. Purchaser Acknowledgements

(a) Variations

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

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

(b) Purchaser's right to rescind

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

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

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

(c) **Exercise of Rescission Rights**

The right of rescission referred to in clause 53(b) must be exercised within 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 1995*:

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

55. No Survey Report

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

56. Boundary Fences

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

PART E- REGISTRATION

57. Conditional Contract

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

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

58. Extension to the Specified Date

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

59. Non-Satisfaction

If the condition in clause 57 is not satisfied, either party may, by notice in writing, rescind this contract. The Purchaser acknowledges and agrees that 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	\$2,500 per annum

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 44; 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.

76. Vendor not registered proprietor

The Vendor discloses that it is not the registered proprietor of the property and the Purchaser acknowledges that this contract is conditional upon the Vendor becoming the registered proprietor by 30 June 2023. If the Vendor is not the registered proprietor by 30 June 2023, the Vendor may, by notice in writing, rescind this contract. The Purchaser acknowledges and agrees that its only right or remedy available in the event that the condition in clause 76 is not satisfied, is the right to return of the Deposit pursuant to clause 19 and the Vendor will not be liable to pay to the Purchaser any damages, costs or expenses.

PART I- GUARANTEE

77. 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: Kelly St 9 Pty Ltd atf Crown Trust 44

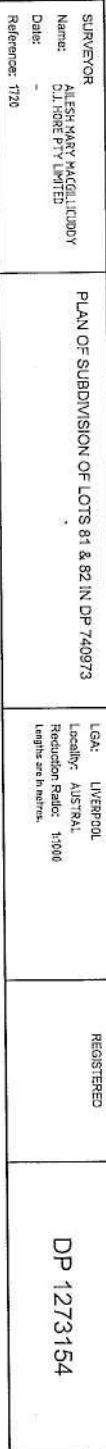
Purchaser:

Property: Lot [], 9 Kelly Street and 85 Boyd Street, Austral NSW 2179

The Vendor gives the purchaser notice of the following:

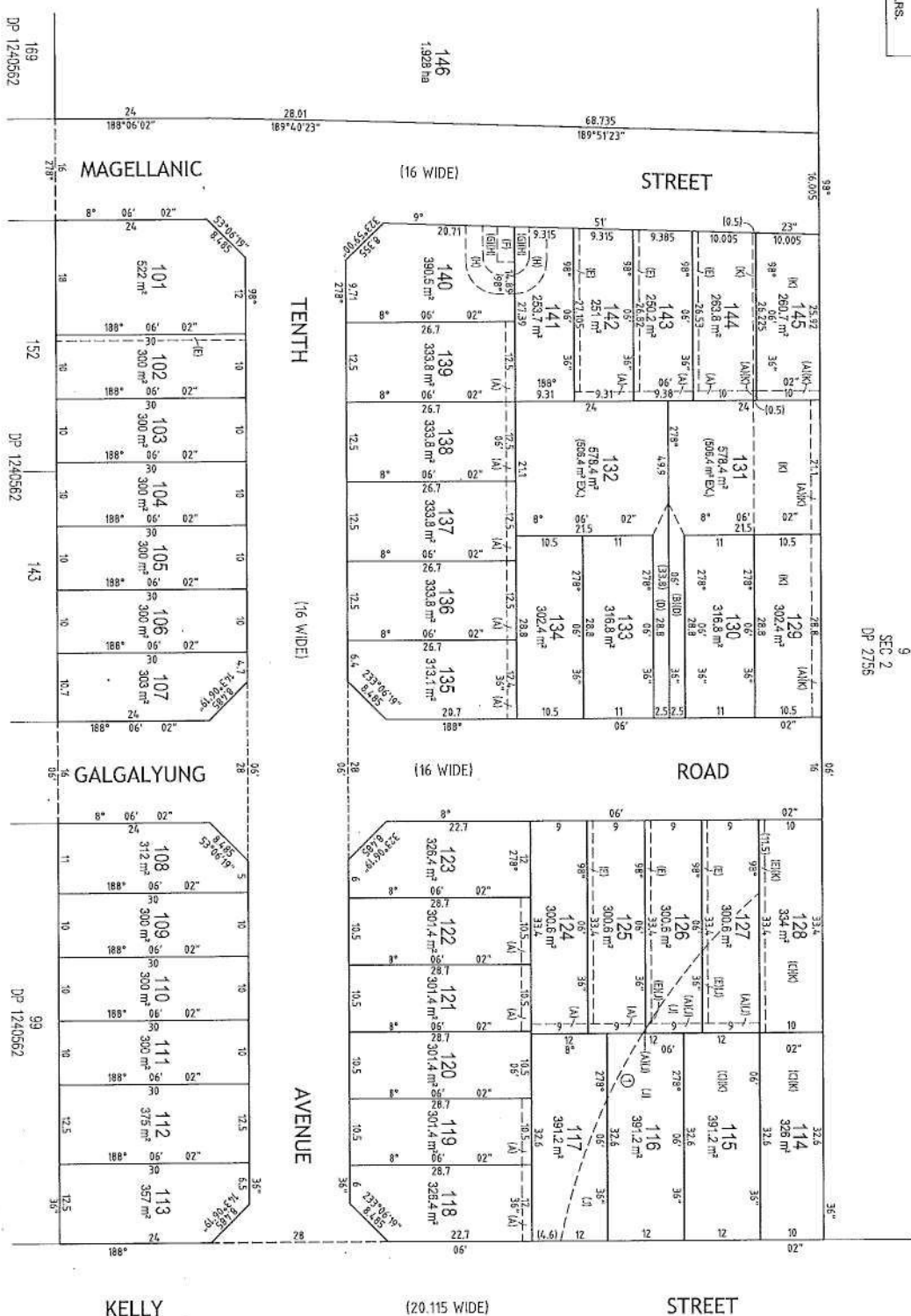
- (a) The property is classified as new residential land under the *Tax Administration Act* 1953 (Cth);
- b) The purchaser is required to make a payment under section 14-250, Schedule 1 of the *Tax Administration Act* 1953 (Cth) in relation to the purchase of new residential land;
- c) The vendor and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

SHOS
MGA



PRELIMINARY PLAN ONLY
 NOT SUITABLE FOR LODGEMENT AT NSW LRS.
 LOT DIMENSIONS AND AREAS ARE SUBJECT TO
 FINAL SURVEY & REGISTRATION AT NSW LRS.
 EASEMENT WIDTHS AND LOCATIONS ARE
 SUBJECT TO FINAL DESIGN, COUNCIL
 APPROVAL & REGISTRATION AT NSW LRS.

9
 SEC 2
 DP 2756



TENTH AVENUE
 (20.115 WIDE)

A
 DP 385901

C
 DP 385901

No.	BEARING	DISTANCE	ARC	RADIUS
1	330°03'20"	162.005	153.397	700

- 1A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- 1B) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE & VARIABLE.
- 1C) EASEMENT FOR DRAINAGE OF WATER (AFFECTS ENTIRE LOT)
- 1D) RIGHT OF ACCESS 2.5 WIDE & VARIABLE.
- 1E) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- 1F) EASEMENT FOR PAVEMENT SUBSTANTIATION 2.15 WIDE.
- 1G) RESTRICTION ON THE USE OF LAND.
- 1H) RESTRICTED DEVELOPMENT AREA.
- 1I) ASSET PROTECTION ZONE.
- 1J) RESTRICTED DEVELOPMENT AREA.

SUPERVISOR
 Name: ALISHA MARY MAGILL
 Date: -
 Reference: 1720

PLAN OF SUBDIVISION OF LOTS 81 & 82 IN DP 740973

LGA: LIVERPOOL
 Locality: AUSTRAL
 Reduction Ratio: 1:500
 Lengths are in metres.

REGISTERED

DP 1273154

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 Sheet(s)
<div style="text-align: right;">OFFICE USE ONLY</div> <p>Registered:</p> <p>Title System:</p>		<div style="text-align: right;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> PRELIMINARY ONLY VERSION: 02, DATE: 02.11.2021 NOT SUITABLE FOR LODGEMENT AT NSW LRS </div>
<p>PLAN OF SUBDIVISION OF LOTS 81 & 82 IN DP 740973</p>		<p>LGA: LIVERPOOL</p> <p>Locality: AUSTRAL</p> <p>Parish: CABRAMATTA</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, AILESH MARY MACGILLICUDDY of D.J. HORE PTY LIMITED UNIT 17/322 ANNANGROVE ROAD, ROUSE HILL.</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban / *Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8890</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person / *General Manager / *Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration Number:</p> <p>Consent Authority:</p> <p>Date of Endorsement:</p> <p>Subdivision Certificate Number:</p> <p>File Number:</p> <p><small>*Strike through if inapplicable</small></p>
<p>Plans used in the preparation of survey/compilation</p> <p>DP 740973 DP 1240562</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF TENTH AVENUE, GALGALYUNG ROAD, MAGELLANIC STREET AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.</p>
<p>Surveyor's Reference: 1720</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

OFFICE USE ONLY

OFFICE USE ONLY

Registered:

PLAN OF SUBDIVISION OF LOTS
81 & 82 IN DP 740973

Subdivision Certificate Number:

Date of Endorsement:

PRELIMINARY ONLY

VERSION: 02, DATE: 02.11.2021

NOT SUITABLE FOR LODGEMENT AT NSW LRS

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

- 1) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE. (A)
- 2) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE & VARIABLE. (B)
- 3) EASEMENT FOR DRAINAGE OF WATER. (C) (AFFECTS ENTIRE LOT)
- 4) RIGHT OF ACCESS 2.5 WIDE & VARIABLE. (D)
- 5) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE. (E)
- 6) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE. (F)
- 7) RESTRICTION ON THE USE OF LAND. (G)
- 8) RESTRICTION ON THE USE OF LAND. (H)
- 9) RESTRICTION ON THE USE OF LAND.
- 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.
- 16) RESTRICTION ON THE USE OF LAND.
- 17) RESTRICTION ON THE USE OF LAND.

If space is insufficient use additional annexure sheet

OFFICE USE ONLY

OFFICE USE ONLY

Registered:

PLAN OF SUBDIVISION OF LOTS
81 & 82 IN DP 740973

Subdivision Certificate Number:

Date of Endorsement:

PRELIMINARY ONLY
VERSION: 02, DATE: 02.11.2021
NOT SUITABLE FOR LODGEMENT AT NSW LRS

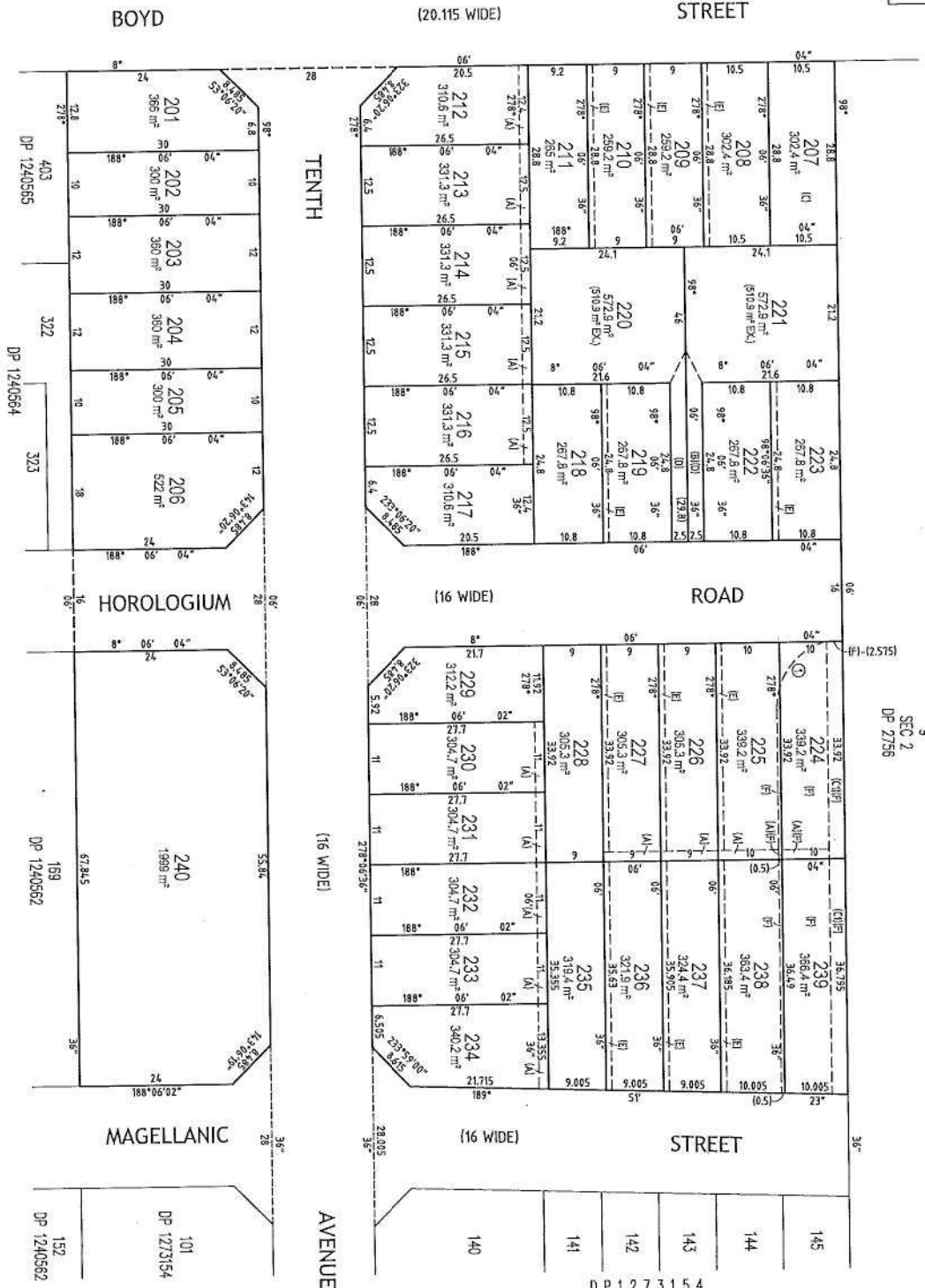
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- Statements of intention to create and release affecting interests in accordance with Section 88B *Conveyancing Act 1919*
- Signatures and Seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CONSENT OF OWNERS:CONSENT OF MORTGAGEE:

If space is insufficient use additional annexure sheet

PRELIMINARY PLAN ONLY
 VERSION 01 DATE 01.11.2021
 NOT SUITABLE FOR LODGEMENT AT NSW LRS
 LOT DIMENSIONS AND AREAS ARE SUBJECT TO
 FINAL SURVEY AND REGISTRATION AT NSW LRS.
 EASEMENTS AND LOCATIONS ARE
 SUBJECT TO FINAL DESIGN COUNCIL
 APPROVAL & REGISTRATION AT NSW LRS.



9
 SEC 2
 DP 2756



- (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- (B) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE & VARIABLE.
- (C) EASEMENT FOR DRAINAGE OF WATER, AFFECTS ENTIRE LOT1
- (D) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE.
- (E) EASEMENT FOR ACCESS 2.5 WIDE & VARIABLE.
- (F) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE.
- (F) RESTRICTED DEVELOPMENT AREA.

SURVEYOR
 Name: ALFRED MARY VACCILLUDU
 Date: -
 Reference: 1720

PLAN OF SUBDIVISION OF LOT 146 IN DP 1273154

LGA: LIVERPOOL
 Locality: AUSTRAL
 Reduction Ratio: 1:500
 Limits are in metres.

REGISTERED

DP 1273154

SCHEDULE OF ARCS				
No.	BEARING	DISTANCE	ARC	RADIUS
1	(316°00'55")	(12.9)	(13.850)	10.5

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 Sheet(s)
<p style="text-align: right;">OFFICE USE ONLY</p> <p>Registered:</p> <p>Title System:</p>		<p style="text-align: right;">OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> PRELIMINARY ONLY VERSION: 02, DATE: 02.11.2021 NOT SUITABLE FOR LODGEMENT AT NSW LRS </div>
<p>PLAN OF SUBDIVISION OF LOT 146 IN DP 1273154</p>		<p>LGA: LIVERPOOL</p> <p>Locality: AUSTRAL</p> <p>Parish: CABRAMATTA</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, AILESH MARY MACGILLICUDDY of D.J. HORE PTY LIMITED UNIT 17/322 ANNANGROVE ROAD, ROUSE HILL, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban / *Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8890</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person / *General Manager / *Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration Number:</p> <p>Consent Authority:</p> <p>Date of Endorsement:</p> <p>Subdivision Certificate Number:</p> <p>File Number:</p> <p><small>*Strike through if inapplicable</small></p>
<p>Plans used in the preparation of survey/compilation</p> <p>DP 1240562</p> <p>DP 1273154</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF TENTH AVENUE, HOROLOGIUM ROAD AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.</p>
<p>Surveyor's Reference: 1720</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

OFFICE USE ONLY

OFFICE USE ONLY

Registered:

PLAN OF SUBDIVISION OF LOT 146 IN
DP 1273154

Subdivision Certificate Number:

Date of Endorsement:

PRELIMINARY ONLY

VERSION: 02, DATE: 02.11.2021

NOT SUITABLE FOR LODGEMENT AT NSW LRS

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

- 1) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE. (A)
- 2) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE & VARIABLE. (B)
- 3) EASEMENT FOR DRAINAGE OF WATER. (C) (AFFECTS ENTIRE LOT)
- 4) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE. (C1)
- 5) RIGHT OF ACCESS 2.5 WIDE & VARIABLE. (D)
- 6) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE. (E)
- 7) RESTRICTION ON THE USE OF LAND.
- 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) RESTRICTION ON THE USE OF LAND.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1720

OFFICE USE ONLY

OFFICE USE ONLY

Registered:

PLAN OF SUBDIVISION OF LOT 146 IN
DP 1273154

Subdivision Certificate Number:

Date of Endorsement:

PRELIMINARY ONLY
VERSION: 02, DATE: 02.11.2021
NOT SUITABLE FOR LODGEMENT AT NSW LRS

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.

CONSENT OF OWNERS:CONSENT OF MORTGAGEE:

If space is insufficient use additional annexure sheet

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

(Lengths are in metres)

(Sheet 1 of 13 sheets)

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

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

Crownland
Suite 301, Level 3
95 Pitt Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan	Burdened lot(s) or Parcel(s)	Benefited lot(s), Road(s), Bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 Wide. (A)	118 119 121 122 124 125 126 127 129 131 135 136 137 138 139 142 143 144 145	119 & 120 120 122 & 123 123 121, 122 & 123 121 – 124 inclusive 121 – 125 inclusive 121 – 126 inclusive 131 & 141 – 145 inclusive 141 – 145 inclusive 136 – 140 inclusive 137 – 140 inclusive 138, 139 & 140 139 & 140 140 141 141 & 142 141, 142 & 143 141 – 144 inclusive
2	Easement for Drainage of Water 2.5 Wide & Variable. (B)	131	132

Approved by Council
Authorised Officer

(Lengths are in metres)

(Sheet 2 of 13 sheets)

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

3	Easement for Drainage of Water. (Affects Entire Lot) (C)	114, 115 & 128	Liverpool City Council
4	Right of Access 2.5 Wide & Variable. (D)	131 132	132 131
5	Easement for Access & Maintenance 0.9 Wide. (E)	102 125 126 127 128 142 143 144	101 124 125 126 127 141 142 143
6	Easement for Padmount Substation 2.75 Wide. (F)	140	Epsilon Distribution Ministerial Holding Corporation
7	Restriction on the Use of Land.	Pt.140 & Pt.141 designated (G)	Epsilon Distribution Ministerial Holding Corporation
8	Restriction on the Use of Land.	Pt.140 & Pt.141 designated (H)	Epsilon Distribution Ministerial Holding Corporation
9	Restriction on the Use of Land.	101 – 145 inclusive	Liverpool City Council
10	Restriction on the Use of Land.	114, 115 & 128	Liverpool City Council
11	Positive Covenant.	114, 115 & 128	Liverpool City Council
12	Restriction on the Use of Land.	Each lot 101 – 145 inclusive	Every other lot 101 – 145 inclusive

Approved by Council
Authorised Officer

(Lengths are in metres)

(Sheet 3 of 13 sheets)

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

13	Restriction on the Use of Land.	116, 117, 125, 126 & 127	Liverpool City Council
14	Positive Covenant.	114, 115, 128, 129, 131, 144 & 145	Liverpool City Council
15	Restriction on the Use of Land.	114, 115, 128, 129, 131, 144 & 145	Liverpool City Council
16	Restriction on the Use of Land.	141 – 145 inclusive	Liverpool City Council
17	Restriction on the Use of Land.	101, 107, 108, 113, 118, 123, 135 & 140	Liverpool City Council

PART 2 (Terms)

Terms of Easements numbered 1 & 2 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended.

Terms of Easement numbered 3 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended.

Terms of Easement numbered 4 in the abovementioned plan:

A Right of Access as set out in Schedule 8, Part 14 of the Conveyancing Act 1919, as amended.

Approved by Council
Authorised Officer

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

Terms of Easement numbered 5 in the abovementioned plan:

1.1 The owner of the lot benefited by:

- (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 benefited;
 - (ii) Any structure constructed or to be constructed by the owner of the lot benefited, which cannot otherwise reasonably be carried out;
- (b) Do anything reasonably necessary for that purpose including:
 - (i) Entering into the lot burdened;
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out the necessary works.

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

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

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

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

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

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

Terms of Easement numbered 6 in the abovementioned plan:

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

Terms of Restriction numbered 7 in the abovementioned plan:

1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

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

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

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

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

Terms of Restriction numbered 8 in the abovementioned plan:

1.0 Definitions

- 1.1 erect includes construct, install, build and maintain.
- 1.2 restriction site means that part of the lot burdened affected by the Restriction on the use of land as shown on the plan.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the Restriction site.
- 3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System
 - 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Terms of Restriction numbered 9 in the abovementioned plan:

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

Terms of Restriction numbered 10 in the abovementioned plan:

The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system and the stormwater pre-treatment system, which is constructed/installed on the lot(s) burdened without the prior consent in writing of Liverpool City Council. The expression "on-site stormwater detention system" and "stormwater pre-treatment system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain and treat stormwater, as well as all surfaces graded to direct stormwater to the temporary storage and system.

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

Terms of Positive Covenant numbered 11 in the abovementioned plan:

The expression "on-site stormwater detention system" and "stormwater pre-treatment system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain and treat stormwater, as well as all surfaces graded to direct stormwater to the temporary storage and system. Any on-site stormwater detention and pre-treatment system constructed/installed on the lots burdened is hereafter referred to as "the system".

1. The registered proprietor of the lots hereby burdened will in respect of the system:
 - a) keep the system clean and free from silt, rubbish and debris
 - b) maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner
 - c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
 - d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice
 - e) refer to the maintenance schedule and the Council approved stormwater plans as an appendix to items (a) and (b) mentioned above.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919-64 the Council shall have the following additional powers:
 - a) In the event that the Registered Proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1.(d) above.
 - b) The Council may recover from the Registered Proprietor in a Court of competent jurisdiction:
 - I. any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the said work.
 - II. legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

Terms of Restriction numbered 12 in the abovementioned plan:

1. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
2. No existing dwelling or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
3. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.
4. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
5. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
6. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colorbond construction provided such colorbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colorbond fence shall be erected on any street frontage or within the front building setback line.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this Restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
8. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the abovenamed proprietors or its successors in title or assigns.
9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved by the abovenamed proprietors or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
10. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

Terms of Restriction numbered 13 in the abovementioned plan:

No dwelling or other structure shall be constructed within the Restricted Development Area delineated (J) on the plan, unless they are constructed to BAL 12.5 standards as outlined in Australian Standard AS 3959-2018 Construction of buildings in bushfire-prone areas and Planning for Bushfire Protection 2019 (or equivalent where these documents are superseded).

This Restriction may be extinguished if the land containing the hazard is developed and the hazard is permanently removed.

Terms of Positive Covenant numbered 14 in the abovementioned plan:

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietor the whole of the Asset Protection Zone delineated (K) on the plan, in accordance with Planning for Bushfire Protection 2019 (or equivalent where this document is superseded).

This Positive Covenant will be extinguished when the land containing the hazard is developed and the hazard is permanently removed.

Terms of Restriction numbered 15 in the abovementioned plan:

No development shall be permitted on the lot(s) hereby burdened within the Asset Protection Zone delineated (K) on the plan.

This Restriction will be extinguished when the area is no longer required to be maintained as an Asset Protection Zone.

Terms of Restriction numbered 16 in the abovementioned plan:

No dwelling shall be erected on the lot(s) hereby burdened unless sited and constructed in accordance with controls set out in the Building Envelope Plan prepared by Orion Consulting (Project No. 20-0221, Plan 003, Revision C, Dated 02/07/2021), approved by Liverpool City Council (DA-144/2021).

Terms of Restriction numbered 17 in the abovementioned plan:

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

(Lengths are in metres)

(Sheet 10 of 13 sheets)

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

Name of Authority whose consent is required to release, vary or modify

Easements numbered: 1, 2, 3, 5

Restrictions numbered: 9, 10, 13, 15, 16 & 17

Positive Covenants numbered: 11 & 14

in the abovementioned plan is Liverpool City Council.

Name of Authority whose consent is required to release, vary or modify

Easement numbered: 6

Restrictions numbered: 7 & 8

in the abovementioned plan is Epsilon Distribution Ministerial Holding Corporation.

Name of Person or Authority whose consent is required to release, vary or modify

Easement numbered: 4

in the abovementioned plan is The Registered Proprietor of the benefited lots

Name of Person or Authority whose consent is required to release, vary or modify

Restriction numbered: 12

in the abovementioned plan is the abovenamed proprietors for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be the registered proprietors of the lots having the benefit. All costs associated with any such release, variation or modification shall be borne by the applicant.

Approved by Council

Authorised Officer

(Lengths are in metres)

(Sheet 11 of 13 sheets)

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

SIGNATURES

Consent of Owner:

Consent of Mortgagee:

DRAFT

Approved by Council
Authorised Officer

(Lengths are in metres)

(Sheet 12 of 13 sheets)

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.

Dated:

SIGNATURES

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

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

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:

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

Power of attorney:
Book No

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

Endeavour Energy reference:

Date of signature:

Approved by Council
Authorised Officer

(Lengths are in metres)

(Sheet 13 of 13 sheets)

PLAN:

Plan of Subdivision of Lots 81 & 82 in DP 740973
covered by Council's Certificate No.
Dated:

SIGNATURES

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

.....
Signature of Delegate

.....
Name of Delegate

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

.....
Signature of Witness

.....
Name of Witness

.....

.....

.....

Address of Witness

Approved by Council
Authorised Officer

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

(Lengths are in metres)

(Sheet 1 of 11 sheets)

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

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

Crownland
Suite 301, Level 3
95 Pitt Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan	Burdened lot(s) or Parcel(s)	Benefited lot(s), Road(s), Bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 Wide. (A)	212 213 214 215 216 224 225 226 227 230 231 232 233 234	213 – 217 inclusive 214 – 217 inclusive 215, 216 & 217 216 & 217 217 225 – 228 inclusive 226, 227 & 228 227 & 228 228 229 229 & 230 229, 230 & 231 229 – 232 inclusive 229 – 233 inclusive
2	Easement for Drainage of Water 2.5 Wide & Variable. (B)	221	220
3	Easement for Drainage of Water. (Affects Entire Lot) (C)	207	Liverpool City Council
4	Easement for Drainage of Water 2.5 Wide. (C1)	224 & 239	Liverpool City Council

Approved by Council
Authorised Officer

(Lengths are in metres)

(Sheet 2 of 11 sheets)

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

5	Right of Access 2.5 Wide & Variable. (D)	220 221	221 220
6	Easement for Access & Maintenance 0.9 Wide. (E)	208 209 210 219 223 225 226 227 236 237 238	209 210 211 218 222 226 227 228 235 236 237
7	Restriction on the Use of Land.	202, 203, 205 – 211 inclusive 213 – 235 inclusive & 239	Liverpool City Council
8	Restriction on the Use of Land.	207	Liverpool City Council
9	Positive Covenant.	207	Liverpool City Council
10	Restriction on the Use of Land.	Each Lot	Every other lot
11	Positive Covenant.	224, 225, 238 & 239	Liverpool City Council
12	Restriction on the Use of Land.	224, 225, 238 & 239	Liverpool City Council
13	Restriction on the Use of Land.	209, 210, 211, 218, 219, 222 & 223	Liverpool City Council
14	Restriction on the Use of Land.	201, 206, 212, 217, 229 & 234	Liverpool City Council

Approved by Council
Authorised Officer

(Lengths are in metres)

(Sheet 3 of 11 sheets)

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

PART 2 (Terms)

Terms of Easements numbered 1 & 2 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended.

Terms of Easements numbered 3 & 4 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended.

Terms of Easement numbered 5 in the abovementioned plan:

A Right of Access as set out in Schedule 8, Part 14 of the Conveyancing Act 1919, as amended.

DRAFT

Approved by Council
Authorised Officer

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

Terms of Easement numbered 6 in the abovementioned plan:

1.1 The owner of the lot benefited by:

- (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 benefited;
 - (ii) Any structure constructed or to be constructed by the owner of the lot benefited, which cannot otherwise reasonably be carried out;
- (b) Do anything reasonably necessary for that purpose including:
 - (i) Entering into the lot burdened;
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out the necessary works.

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

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

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

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

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

(Lengths are in metres)

(Sheet 5 of 11 sheets)

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

Terms of Restriction numbered 7 in the abovementioned plan:

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

Terms of Restriction numbered 8 in the abovementioned plan:

The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system and the stormwater pre-treatment system, which is constructed/installed on the lot(s) burdened without the prior consent in writing of Liverpool City Council. The expression "on-site stormwater detention system" and "stormwater pre-treatment system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain and treat stormwater, as well as all surfaces graded to direct stormwater to the temporary storage and system.

DRAFT

Approved by Council
Authorised Officer

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

Terms of Positive Covenant numbered 9 in the abovementioned plan:

The expression "on-site stormwater detention system" and "stormwater pre-treatment system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain and treat stormwater, as well as all surfaces graded to direct stormwater to the temporary storage and system. Any on-site stormwater detention and pre-treatment system constructed/installed on the lots burdened is hereafter referred to as "the system".

1. The registered proprietor of the lots hereby burdened will in respect of the system:
 - a) keep the system clean and free from silt, rubbish and debris
 - b) maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner
 - c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
 - d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice
 - e) refer to the maintenance schedule and the Council approved stormwater plans as an appendix to items (a) and (b) mentioned above.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919-64 the Council shall have the following additional powers:
 - a) In the event that the Registered Proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1.(d) above.
 - b) The Council may recover from the Registered Proprietor in a Court of competent jurisdiction:
 - I. any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the said work.
 - II. legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

Terms of Restriction numbered 10 in the abovementioned plan:

1. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
2. No existing dwelling or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
3. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.
4. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
5. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
6. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colorbond construction provided such colorbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colorbond fence shall be erected on any street frontage or within the front building setback line.
7. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this Restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
8. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the abovenamed proprietors or its successors in title or assigns.
9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved by the abovenamed proprietors or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
10. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

Terms of Positive Covenant numbered 11 in the abovementioned plan:

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietor the whole of the Asset Protection Zone delineated (F) on the plan, in accordance with Planning for Bushfire Protection 2019 (or equivalent where this document is superseded).

This Positive Covenant will be extinguished when the land containing the hazard is developed and the hazard is permanently removed.

Terms of Restriction numbered 12 in the abovementioned plan:

No development shall be permitted on the lot(s) hereby burdened within the Asset Protection Zone delineated (F) on the plan.

This Restriction will be extinguished when the area is no longer required to be maintained as an Asset Protection Zone.

Terms of Restriction numbered 13 in the abovementioned plan:

No dwelling shall be erected on the lot(s) hereby burdened unless sited and constructed in accordance with controls set out in the Building Envelope Plan prepared by Orion Consulting (Project No. 20-0221, Plan 003, Revision C, Dated 02/07/2021), approved by Liverpool City Council (DA-144/2021).

Terms of Restriction numbered 14 in the abovementioned plan:

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

(Lengths are in metres)

(Sheet 9 of 11 sheets)

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

Name of Authority whose consent is required to release, vary or modify

Easements numbered: 1, 2, 3, 4 & 6

Restrictions numbered: 7, 8, 12, 13 & 14

Positive Covenants numbered: 9 & 11

in the abovementioned plan is Liverpool City Council.

Name of Person or Authority whose consent is required to release, vary or modify

Easement numbered: 5

in the abovementioned plan is The Registered Proprietor of the benefited lots

Name of Person or Authority whose consent is required to release, vary or modify

Restriction numbered: 10

in the abovementioned plan is the abovenamed proprietors for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be the registered proprietors of the lots having the benefit. All costs associated with any such release, variation or modification shall be borne by the applicant.

Approved by Council
Authorised Officer

(Lengths are in metres)

(Sheet 10 of 11 sheets)

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

SIGNATURES

Consent of Owner:

Consent of Mortgagee:

DRAFT

Approved by Council
Authorised Officer

(Lengths are in metres)

(Sheet 11 of 11 sheets)

PLAN:

Plan of Subdivision of Lot 146 in DP 1273154
covered by Council's Certificate No.
Dated:

SIGNATURES

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

.....
Signature of Delegate

.....
Name of Delegate

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

.....
Signature of Witness

.....
Name of Witness

.....
.....
.....
Address of Witness

Approved by Council
Authorised Officer

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Kelly St 9 Pty Ltd as trustee for Crown Trust 44
Purchaser:
Property: 9 Kelly Street & 85 Boyd Street, Austral
Dated: 3 November 2021

Possession & Tenancies

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

Title

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

Adjustments

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

Survey & Building

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

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

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-2-

- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
- (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
- (d) are there any outstanding notices or orders?
17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If there answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or diving fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right or way or other easement over any part of the land?
- (c) any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?
21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions & Transfer

24. The transfer to be handed over on settlement must either be endorsed with vendor duty or marked exempt from vendor duty.
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Our Ref: JG:21/7182
Your Ref:

29 October 2021

To the Purchaser's Solicitor

Dear Colleague

Kelly St 9 Pty Ltd attf Crown Trust 44 Sale
Property: 9 Kelly Street & 85 Boyd Street, Austral, New South Wales 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.
- 16.(a)-(d) Not applicable.
- 17.(a) Presumably to Vendor jointly with adjoining owners.

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

- (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



**LAND
REGISTRY
SERVICES**

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 81/740973

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2021	11:37 AM	5	15/9/2020

LAND

LOT 81 IN DEPOSITED PLAN 740973
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP740973

FIRST SCHEDULE

JOSEPH MACRI
GRACE MACRI
AS JOINT TENANTS (T W898486)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B328615 COVENANT
- * 3 AQ853112 CAVEAT BY KELLY ST 9 PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1273154 PP DP1273155.

*** END OF SEARCH ***

21/7182

PRINTED ON 29/10/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 82/740973

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2021	11:39 AM	2	15/5/1987

LAND

LOT 82 IN DEPOSITED PLAN 740973
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP740973

FIRST SCHEDULE

JOSEPH MACRI
GRACE MACRI
AS JOINT TENANTS (T W886457)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B328615 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: PP DP1273154 PP DP1273155.

*** END OF SEARCH ***

21/7182

PRINTED ON 29/10/2021

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Signatures and seals only

The immediate action of the military
authorities is certainly also here
operated by a number of the "Bureau" of
Police who in the presence of

William Lloyd Garrison

St. John's
Green

100-443887-100

Db - 10033

Council Clerk's Certificate

(c) the requirements of the Local Government Act, 1972, are more stringent than the requirements for the registration of plans; and

(2b) the requirements of section 26B of the Metropolitan Police, Fire and Districts Act, 1964, as amended.

have been employed with by the applicant in relation to the
proposed **SUBCOMMISSION**
Project "New York University or Governmental?" and our Services
dated **1987/13**
Submission No. **1987**
Date **4 TH MARCH 1987**

MIPR 1990

1089

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 13th April, 1967



LINE	BEARING	DISTANCE
1	25° 06' 40"	57.23
2	28° 34' 20"	62.56
3	28° 34' 45"	109.82
4	38° 22' 20"	43.335
5	21° 15' 30"	69.26
6	14° 08'	95.51
7	5° 37' 25"	89.92

SECTION

DIAGRAM

SCHEDULE OF EASEMENTS AND PERMANENT MARKS

NO.	DESCRIPTION	FROM	TO	DISTANCE
A	33' 52'	CLIP	1-5	
B	31' 00'	CLIP	1-415	
C	27' 00'	CONC. BLK.	1	
D	27' 00'	CONC. BLK.	1	
E	27' 12'	CLIP	0-715	
F	22' 21'	CLIP	4-42	
G	27' 00'	CLIP	1	
H	21' 00'	CLIP	1-015	
I	21' 00'	CLIP	0-745	
J	31' 55'	CLIP	1-110	

SECTION

DIAGRAM

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SECTION

DIAGRAM

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SECTION

DIAGRAM

SCHEDULE OF EASEMENTS AND PERMANENT MARKS

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SECTION

DIAGRAM

SCHEDULE OF EASEMENTS AND PERMANENT MARKS

NO.	DESCRIPTION	FROM	TO	DISTANCE
A	33' 52'	CLIP	1-5	
B	31' 00'	CLIP	1-415	
C	27' 00'	CONC. BLK.	1	
D	27' 00'	CONC. BLK.	1	
E	27' 12'	CLIP	0-715	
F	22' 21'	CLIP	4-42	
G	27' 00'	CLIP	1	
H	21' 00'	CLIP	1-015	
I	21' 00'	CLIP	0-745	
J	31' 55'	CLIP	1-110	

SECTION

DIAGRAM



SCHEDULE OF EASEMENTS AND PERMANENT MARKS


NO.	DESCRIPTION	FROM	TO	DISTANCE
A	33' 52'	CLIP	1-5	
B	31' 00'	CLIP	1-415	
C	27' 00'	CONC. BLK.	1	
D	27' 00'	CONC. BLK.	1	
E	27' 12'	CLIP	0-715	

SCHEDULE OF REFERENCE & PERMANENT DISTANCE		
COR.	BEARING	FROM
A	33° 53'	GLP 1+5
B	31° 00'	GLP 1+415
C	27° 00'	CONC. BLK
D	27° 00'	CONC. BLK 1
E	27° 12'	GLP 0.715
F	22° 21'	GLP 4-4.2
G	21° 00'	GLP 1
H	21° 20'	GLP 1+015
J	07° 57'	GLP 0.745
K	31° 05' 55"	GLP 1+16

PURSUANT TO SECTION 89A OF THE CONVEYANCING ACT R/S 4 AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 25' WIDE;
2. EASEMENT TO DRAIN WATER 20' WIDE & VARIABLE;
3. RESTRICTION AS TO USER.

TERENCE JOHN HINCHCLIFFE
LEAN C. KEEBLEY & HARWARD, PYS LTD
175, BIDGE ST. LONDON, E.C. 4
A company registered under the Companies Act 1947
and limited by shares. The registered office of the
company is at the above address.
A director of the company is Terence John Hinchcliffe
and the last name, initials, by and to whom
registered, registered, 1974, and was incorporated on 1
1st DECEMBER, 1964.
Signature: 
Director: Terence John Hinchcliffe, 175, B. St. London,
E.C. 4, as amended.
Signed: 
175, B. St. London, E.C. 4, as amended.

<p>  </p>	<p> Education Rate 2500 Lengthy wait in reviews </p>	<p> Address / Place City LIVERPOOL Locality AUSTRAL Parish CABRANAYTTA County CUMBERLAND </p>	<p> This is a zone of application in (define if applicable) phone </p>
--	--	--	--

PLAN OF SUBDIVISION OF
LOT 8 SECTION 2 AND
LOTS 15, 16 & 17
SECTION 3 D. P. 2756

10-4-1987
SUBDIVISION
TORRENS
UT 337-3
DP 2756

(REAL PROPERTY ACT, 1900)



B328615E

Certificate

(Trusts must not be disclosed in the transfer)

If a less estate, strike out "in fee simple," and interline the required alteration.

I, N.S.W. REALTY CO. LIMITED

26 2 26 5

26 2 26 5

(herein called transferor)

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

B 328615

(£65. 0. 0 (the receipt whereof is hereby acknowledged) paid to it by

HAROLD BERNARD HOPKINS of Quirindi Farmer

B 328615

If to two or more, state whether as joint tenants or tenants in common.

(herein called transferee)

do hereby transfer to the said transferee

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Cabramatta	Part Lot Eight (8) of Section 2 of the Rossmore Estate as shown on Deposited Plan number 275656	2843	40

And the transferee covenants with the transferor

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

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

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

ENCUMBRANCES, &C., REFERRED TO

c A very short note will suffice.

Signed at

the day of

19

Signed in my presence by the transferor

James Rickard

Transferor.*

WHO IS PERSONALLY KNOWN TO ME

THE COMMON SEAL of N.S.W. REALTY CO. LIMITED

was hereunto affixed by JAMES BENNETT RICKARD

this 26 day of February 1926 in

Signed in presence of

Leo L. Rowe

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Harold Bernard Hopkins

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

Harold Bernard Hopkins
Transferree.

CAT

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

— should be made by erasure. The words rectified should be scored through with the pen, and those substituted written over them, the alteration being

84 Pitt Street, Sydney

CONSENT OF MORTGAGEE.

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

Dated at this
day of 192

Mortgagee.

h Consents by Trustees must show consideration.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

i This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

10 Acres Two roods perches
Lot 8, Sec 2, DP 2756
subject to covenant
Shire Nepean at Labianatta
Municipality Labianatta
Parish Labianatta County Labianatta
Harold Bernard Hopkins Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

B 328615

Particulars entered in Register Book, Vol 843 Fol. 40

the 23rd day of March 1926
at minutes 3 o'clock in the afternoon

INDEXED

Registrar General.

PROGRESS RECORD.

BY <u>M</u>	Date <u>10/3/26</u>
Sent to Survey Branch	<u>11/3/26</u>
Received from Records	<u>11/3/26</u>
Draft written	<u>11/3/26</u>
Draft examined	<u>11/3/26</u>
Diagram prepared	<u>11/3/26</u>
Diagram examined	<u>11/3/26</u>
Draft forwarded	<u>11/3/26</u>
Supt. of Engrossers	<u>11/3/26</u>
Cancellation Clerk	<u>11/3/26</u>
VOL. <u>3845</u>	FOL. <u>238</u>
Diagram Fees	
Additional Folios	

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

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

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

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

Tenants in common must receive separate Certificates.

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

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:555729195

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AQ853112

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required 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.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: CONVEYANCING SHOP ABN 12612419397
Address: 20 Old Northern RD
Baulkham Hills 1755
Email: conveyancingshop@people.net.au
ELNO Subscriber Number: 8837
Customer Account Number: 501455
Document Collection Box: 1W
Client Reference: 20/5560

LAND TITLE REFERENCE

81/740973

CAVEATOR

KELLY ST 9 PTY LTD ACN 637255424
Registered company
SE 301, L 3
95 Pitt ST
Sydney NSW 2000

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
CONVEYANCING SHOP
20 Old Northern RD
Baulkham Hills NSW 1755

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

JOSEPH MACRI
9 KELLY ST
AUSTRAL NSW 2179
GRACE MACRI
9 KELLY ST
AUSTRAL NSW 2179

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.

ESTATE OR INTEREST CLAIMED

Estate In Fee Simple

By virtue of: Agreement

Dated: 23/09/2020

Between KELLY ST 9 PTY LTD

And JOSEPH MACRI

GRACE MACRI

Details Supporting The Claim: Option Deed between Caveator and Registered Proprietor

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Party Represented by Subscriber:

KELLY ST 9 PTY LTD

Signed By: Jennifer Elizabeth Gentles

Signer Capacity: Practitioner Certifier

ELNO Signer Number: 20088

Digital Signing Certificate Number:

Signed for
Subscriber:

CONVEY SHOP PTY LTD ABN 12612419397

CONVEYANCING SHOP

Subscriber Capacity: Representative Subscriber

ELNO Subscriber Number: 8837

Customer Account Number: 501385

Date: 08/03/2021

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

Ref.: 21/7182:130504
Ppty: 30041

Cert. No.: 2563

Applicant:
CONVEYANCING SHOP
PO BOX 1265
BAULKHAM HILLS NSW 1755

Receipt No.: 5401200
Receipt Amt.: 62.00
Date: 04-Nov-2022

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 81 DP 740973

Street Address: 9 KELLY STREET, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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

1. Names of relevant planning instruments and DCPs

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

LEPs:

Not Applicable

SEPPs*:

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts - Western Parkland City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021

DCPs:

Liverpool Growth Centre Precincts DCP

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

Draft LEPs:

N/A

Draft SEPPs*:

N/A

Draft DCPs:

N/A

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

This section contains information required under subclauses 2 of Schedule 2 of the EP&A Regulation 2021. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, an environmental planning instrument or draft environmental planning instrument.

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

The land use and zoning information under any EPI applying to the land is given below.

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

**R2 Low Density Residential - SEPP (Precincts - Western Parkland City) 2021 - Sydney
Region Growth Centres**

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

Home-based child care; Home occupations

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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings

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

Any development not specified in item (b) or (c)

- (c) Additional permitted uses apply to the land:

Nil

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

No

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

No

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

No

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

No

3. Contribution Plans

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

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

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

Western Sydney Growth Areas—Special Contributions Area

4. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

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

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

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

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

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

Nil

5. Exempt development

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

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

prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Exempt Development Code, Advertising and Signage Exempt Development Code, Temporary Uses and Structures Exempt Development Code	All	

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

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

Nil

6. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

7. Land reserved for acquisition

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

No

8. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

9. Flood related development controls

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

No

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

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

No

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

Note:

Flood planning area has the same meaning as in the Floodplain Development Manual.

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

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

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to any controls from those policies, but it does not confirm if that hazard/risk is present on the land.

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

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2020	No
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2020	No

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

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

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 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.



Peter Diplas
Acting Chief Executive Officer
Liverpool City Council

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

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

Ref.: 21/7182:130504
Ppty: 30049

Cert. No.: 2564

Applicant:
CONVEYANCING SHOP
PO BOX 1265
BAULKHAM HILLS NSW 1755

Receipt No.: 5401200
Receipt Amt.: 62.00
Date: 04-Nov-2022

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 82 DP 740973

Street Address: 85 BOYD STREET, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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

1. Names of relevant planning instruments and DCPs

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

LEPs:

Not Applicable

SEPPs*:

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts - Western Parkland City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021

DCPs:

Liverpool Growth Centre Precincts DCP

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

Draft LEPs:

N/A

Draft SEPPs*:

N/A

Draft DCPs:

N/A

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

This section contains information required under subclauses 2 of Schedule 2 of the EP&A Regulation 2021. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, an environmental planning instrument or draft environmental planning instrument.

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

The land use and zoning information under any EPI applying to the land is given below.

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

RE1 Public Recreation - SEPP (Precincts - Western Parkland City) 2021 - Sydney Region Growth Centres

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

Environmental protection works

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

Building identification signs; Business identification signs; Child care centres; Community facilities; Drainage; Environmental facilities; Flood mitigation works; Information and education facilities; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Restaurants; Roads; Take away food and drink premises; Water recreation structures; Waterbodies (artificial)

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

Any development not specified in item (b) or (c)

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

R2 Low Density Residential - SEPP (Precincts - Western Parkland City) 2021 - Sydney Region Growth Centres

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

Home-based child care; Home occupations

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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing;

Studio dwellings

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

Any development not specified in item (b) or (c)

- (c) Additional permitted uses apply to the land:

Nil

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

No

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

No

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

No

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

No

3. Contribution Plans

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

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

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

Western Sydney Growth Areas—Special Contributions Area

4. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code, Low Rise Housing Diversity Code, Inland Code	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))
Industrial and Business Buildings Code	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, 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?

Yes

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

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

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

No

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

Note:

Flood planning area has the same meaning as in the Floodplain Development Manual.

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

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

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to any controls from those policies, but it does not confirm if that hazard/risk is present on the land.

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

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Edmondson Park South DCP 2012	No
	Western Sydney Aerotropolis DCP 2020	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
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2020	No
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Western Sydney Aerotropolis DCP 2020	No

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

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

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

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(1) Is there 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.



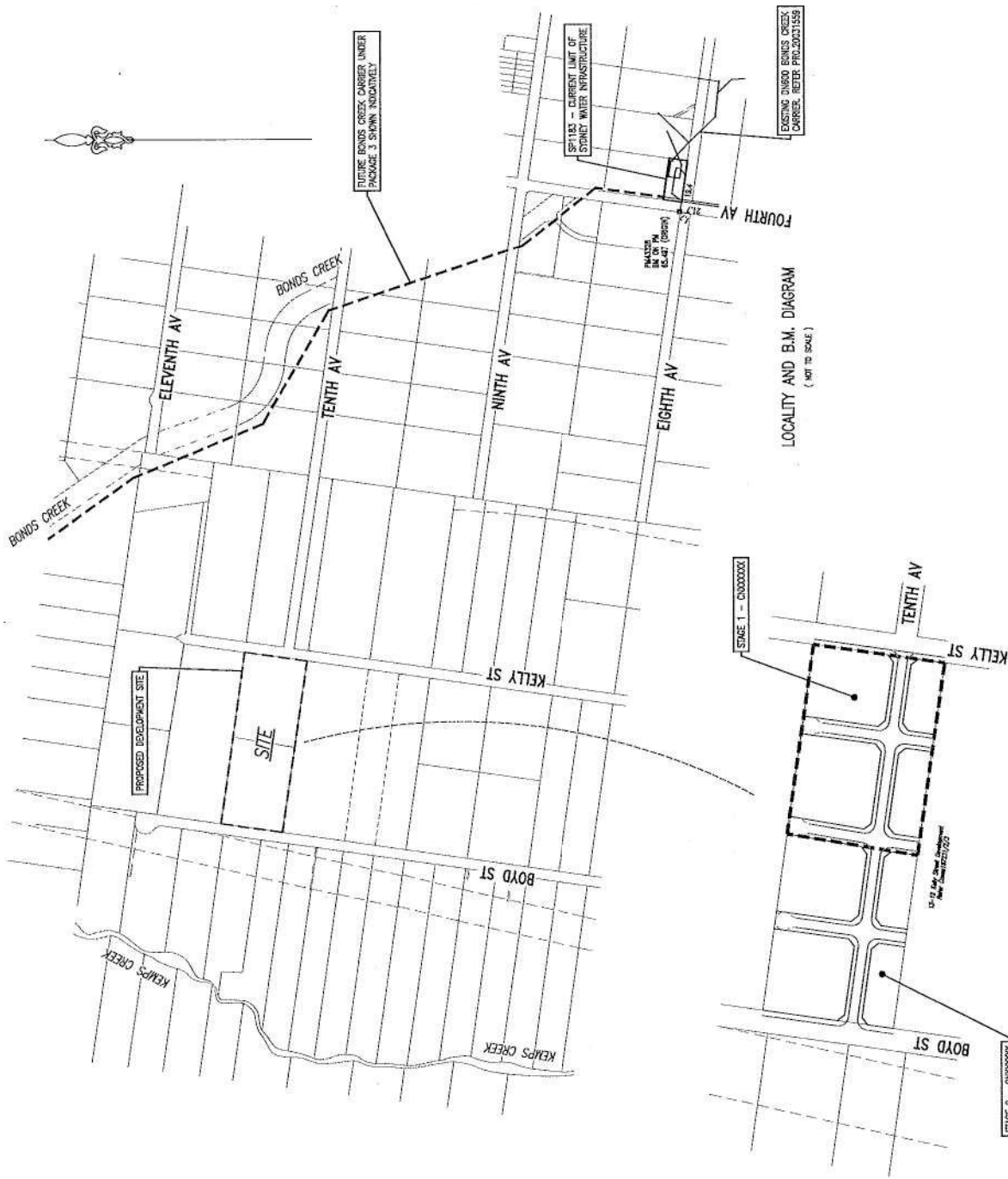
Peter Diplas

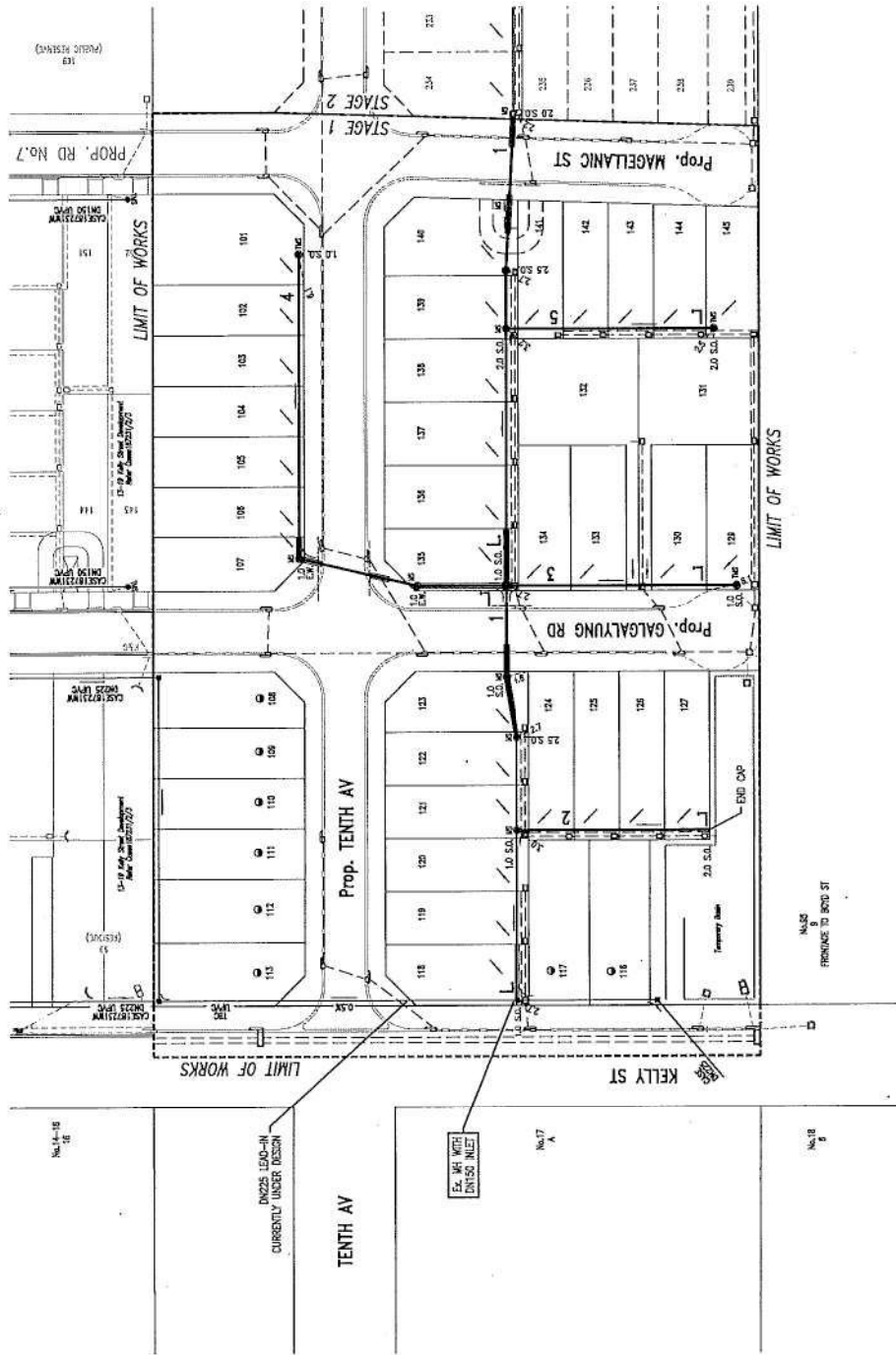
Acting Chief Executive Officer
Liverpool City Council

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



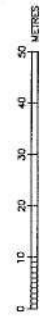
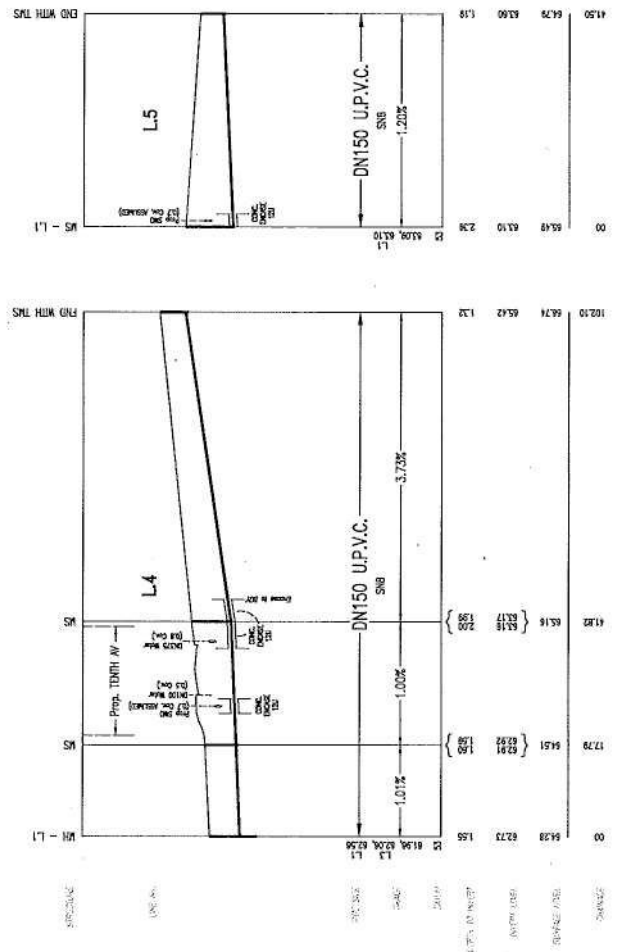
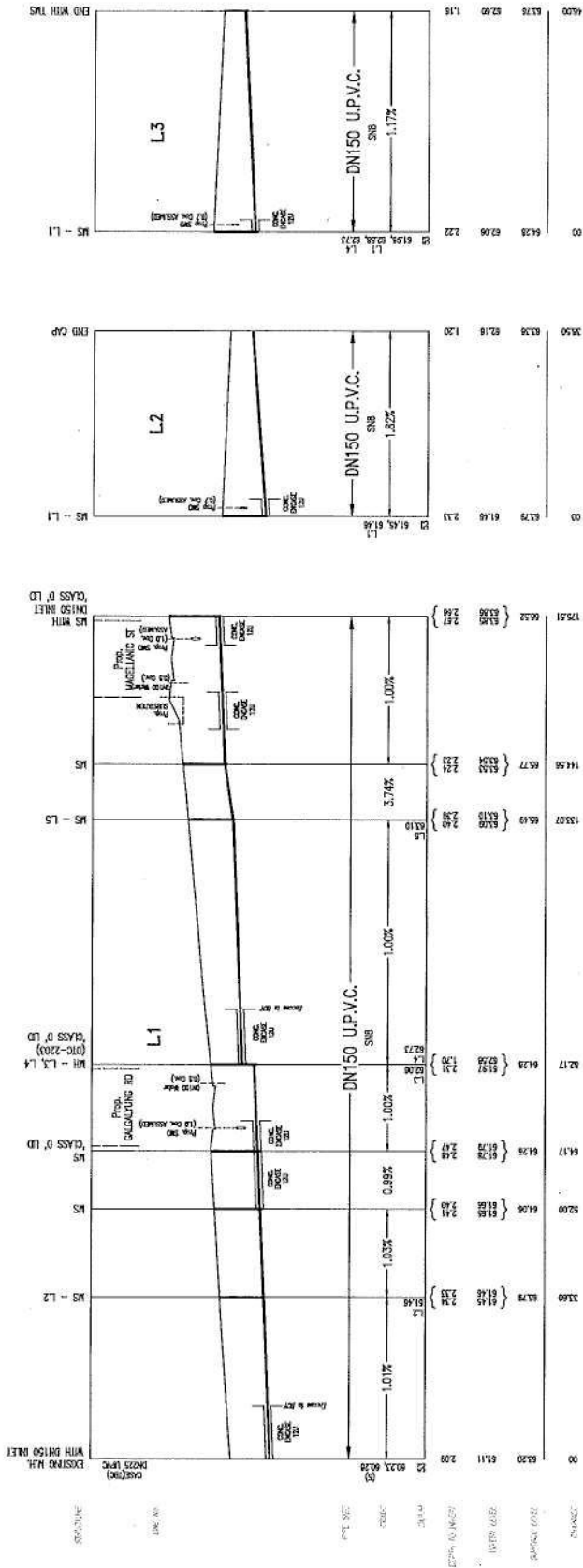
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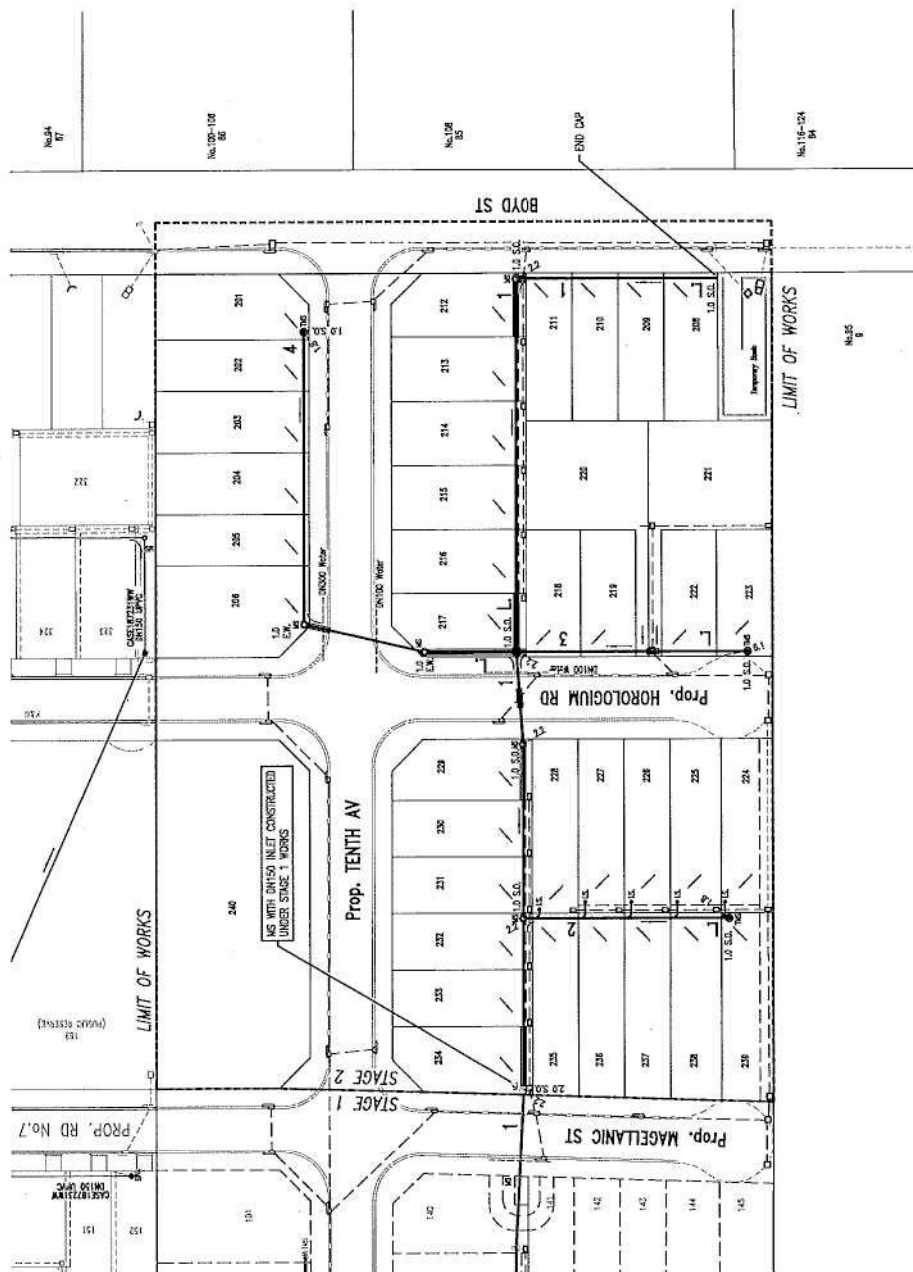
STORMWATER COMPANION	
DESIGNER	STORMWATER COMPANION
DATE	Case No. XXXXXXXXX
COMPLETED	Sheet 2 of 3 SHTS
W.A.C. PREPARED	
DESIGNER	STORMWATER COMPANION
DATE	FOR DETAILS OF SERVICES SEE SHEET 1
COMPLETED	
W.A.C. PREPARED	

NO.	AMOUNT	DESCRIPTION	BY	DATE
B	AMOUNT TO SUB. AMOUNT		BB	03/03/21
A	PRELIMINARY FOR COORDINATION		BB	03/03/21



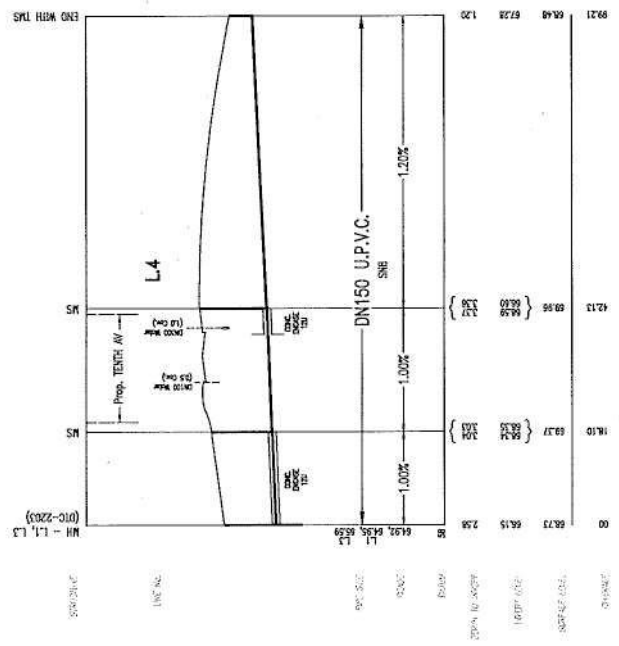
SYDNEY WATER CORPORATION	
DEVELOPER	SYDNEY WATER CORPORATION
W.S.C.	Case No. XXXXXXXXXX
COMPLETED	DATE: 3 OF 3 SHEETS
W.A.C. PREPARED	DATE: 3 OF 3 SHEETS
DESIGNED	DATE: 3 OF 3 SHEETS
APPROVED	DATE: 3 OF 3 SHEETS

NO.	REVISION	DATE
1	AMENDED TO SUIT NEW LAYOUT	03.06.21
2	PRELIMINARY FOR COORDINATION	25.04.21



WORK AS CONSTRUCTED CERTIFICATION	STONY-WATER CORPORATION	
DESIGNER		
W.E.C.		
CONSTRUCTION		
COMPLETED		
WAS REMOVED		
RESECTOR		
ASSOCIATION WITH NEW UNITS LIMITED SHARING		
FOR DETAILS OF SERVICES SEE SHEET 1		
APPROVED: P.J.	APPROVED: P.J.	
DATE: 02-08-00	DATE: 02-08-00	

B	UPDATED TO SQT NEW LAYOUT	08	09.06.21
A	PRELIMINARY FOR COORDINATION	08	20.04.21
N/A	AMENDMENT DESCRIPTION	BY	DATE

[illegible]

Service Location Print

Application Number: 8001185582



Document generated at 29-10-2021 11:51:00 AM

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.

Service Location Print

Application Number: 8001185589



Asset Information

Legend

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

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**.

29 October 2021

Infotrack Pty Limited

Reference number: 8001185536

Property address: 9-11 Kelly St 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



Greg Staveley
Manager Business Customers

29 October 2021

Infotrack Pty Limited

Reference number: 8001185538

Property address: 85 Boyd St 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



Greg Staveley
Manager Business Customers

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Kelly St 9 Pty Ltd ACN 637 255 424 as trustee for Crown Trust 44
PROPERTY	9 Kelly Street & 85 Boyd Street, Austral 2179

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

DETAILS			
Completion	21 days after plan registration	Refer to clause(s):	65
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Notice to complete fee and interest in clause 66
Has development approval been obtained?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Development Approval No:	DA-144/2021
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	If plan registration does not occur before the sunset date in clause 59 or the vendor does not become the owner as set out in clause 76

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)

The following prescribed documents are included in this disclosure statement (select all that apply).

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