

# Contract for the sale and purchase of land - 2022 edition

**TERM**

**MEANING OF TERM**

**NSW DAN:**

vendor's agent

phone  
fax

co-agent

vendor

vendor's solicitor

Phone:  
Fax:  
Email:

date of completion

See Special Conditions

Land (address, plan details and title reference)

**LOT \_\_ (STAGE 1) 29 KELLY STREET & 25 BOYD STREET, AUSTRAL NSW 2179**

Lot \_\_ in an unregistered plan which is part of Lot C & D in Deposited Plan 411796 comprising of certificate of title folio identifier C/411796 & D/411796

**PART Folio Identifier C/411796 & D/411796**

VACANT POSSESSION  subject to existing tenancies

improvements

house  garage  carport  home unit  carspace  storage space

NONE  other:

attached copies

documents in the List of Documents as marked or

numbered: other documents: Disclosure Documents

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

inclusions

air conditioning  clothes line  fixed floor coverings  range hood  
 blinds  curtains  insect screens  solar panels  
 built in wardrobes  dishwasher  light fittings  stove  
 ceiling fans  EV charger  pool equipment  TV antenna  
 other:

exclusions

Nil

purchaser

purchaser's solicitor

phone  
fax  
ref

Guarantor(s)

FIRB Status  Local  Foreign

price

deposit \_\_\_\_\_ (10% of the price, unless otherwise stated)

balance

contract date \_\_\_\_\_ (if not stated, the date this contract was made)

Where there is more than one purchaser  JOINT TENANTS  
 tenants in common  in unequal shares

**GST AMOUNT** (optional) The price includes GST.

buyer's agent

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

**SIGNING PAGES**

**VENDOR**

**EXECUTED by 1129 CG PTY LTD** )  
**(ACN 662 166 761) ATF 1129 CG UNIT** )  
**TRUST (ABN 27 543 257** )  
**296)** in accordance with section 127 of )  
the *Corporations Act 2001* (Cth): )

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary

**PURCHASER (INDIVIDUAL(S))**

**SIGNED, SEALED AND DELIVERED by** )  
 )  
..... )

in the presence of:

.....  
Signature of Witness

.....  
Signature of Purchaser

.....  
Name of Witness

.....  
Name of Purchaser

**SIGNED, SEALED AND DELIVERED by** )  
 )  
..... )

in the presence of:

.....  
Signature of Witness

.....  
Signature of Purchaser

.....  
Name of Witness

.....  
Name of Purchaser

**PURCHASER (COMPANY)**

**EXECUTED by** )  
 )  
..... )

in accordance with section 127 of the  
*Corporations Act 2001 (Cth)*:

.....  
Signature of Director

.....  
Signature of Director/Company Secretary

.....  
Name of Director

.....  
Name of Director/Company Secretary

**GUARANTOR**

**SIGNED, SEALED AND DELIVERED by** )  
 )  
..... )

in the presence of:

.....  
Signature of Witness

.....  
Signature of Guarantor

.....  
Name of Witness

.....  
Name of Guarantor

**Choices**

Vendor agrees to accept a **deposit bond**  no  YES

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

**Manual transaction** (clause 30)  NO  yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Parties agree that the deposit be invested (clause 2.9)  no  YES

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

**Land tax** is adjustable  no  YES

**GST:** Taxable supply  no  YES IN FULL  yes to an extent

Margin scheme will be used in making the taxable supply  no  YES

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

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

Purchaser must make an *GSTRW payment*:  NO  yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – 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: 1129 CG Pty Ltd (ACN 662 166 761) ATF 1129 CG Unit Trust (ABN 27 543 257 296)

Supplier's ABN: 27 543 257 296

Supplier's GST branch number (if applicable):

Supplier's business address: Suite 101, 22B Brookhollow Avenue, Norwest NSW 2153

Supplier's representative: [daz@castlegroup.com.au](mailto:daz@castlegroup.com.au)

Supplier's contact phone number: 02 9659 0358

Supplier's proportion of *GSTRW payment*: N.A

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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input checked="" type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input checked="" type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input checked="" type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60 Other:</p>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

## VENDOR'S SOLICITOR'S TRUST ACCOUNT DETAILS

The deposit must only be paid in Australian dollars and must be paid to the vendor's solicitor noted on the front page of the Contract for the Sale and Purchase of Land, either by:

- a) Cheque in favour of Construction Legal Pty Ltd Law Practice Trust Account; or
- b) EFT to the following nominated account:

Account Name: Construction Legal Pty Ltd Law Practice Trust Account  
Bank: St George Bank  
Account Address: 4-16 Montgomery Street, Kogarah, NSW, 2217  
BSB Number: 112 879  
Account Number: 470 073 941  
Swift Code: SGBLAU2S

Please ensure that any transfer to this account contains the lot number (i.e. Lot 1 or Lot 50), the name of the purchaser and email remittance to [conveyancing@constructionlegal.com.au](mailto:conveyancing@constructionlegal.com.au).

**Certificate under S66W  
Conveyancing Act 1919  
Waiving Cooling Off Period**

I, \_\_\_\_\_ Solicitor/Licensed Conveyancer

of

certify as follows:

1. I am a Solicitor currently admitted to practise in New South Wales  
*OR [delete whichever does not apply]*  
I am a Licensed Conveyancer who holds a current New South Wales Licence under the *Conveyancers Licensing Act 2003*.
2. I am giving this Certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale (**contract**) of a property known as:

**LOT \_\_, (STAGE 1) 29 KELLY STREET & 25 BOYD STREET, AUSTRAL NSW 2179**

\_\_\_\_\_ (**Purchaser**) from

**1129 CG PTY LTD (ACN 662 166 761) ATF 1129 CG UNITTRUST (ABN 27 543 257 296) (Vendor)** in order that there is no cooling off period in relation to the contract.

3. I do not act for the Vendor and am not employed in the legal or conveyancing practice of a Solicitor or Conveyancer acting for the Vendor nor am I a member or employee of a firm of which a Solicitor or Conveyancer acting for the Vendor is a member or employee.
4. I have explained to the Purchaser:
  - (a) the effect of the contract for the purchase of that property;
  - (b) the nature of this Certificate; and
  - (c) the effect of giving this Certificate to the Vendor, i.e. that there is no cooling off period in relation to the contract.

Dated:

\_\_\_\_\_  
Solicitor/Licensed Conveyancer

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

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

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
 27.7.1 under a *planning agreement*; or  
 27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
 ● either *party* *serving* notice of the event happening;  
 ● every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
 ● the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

Lots 1-97 Kelly & Boyd Streets, Austral NSW 2179

## Annexure to the Contract for Sale of Land

### 33 Conditions to Prevail

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The parties acknowledge and agree that in the event of any conflict or inconsistency between the special conditions of this contract and the standard conditions of this contract, the special conditions from and including this clause 33 shall prevail to the extent of such conflict or inconsistency.

### 34 Definitions and Interpretation

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#### 34.1 Definitions

In this contract:

**Action** means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay Completion.

**Authority** means any government, local government, semi-government, statutory or planning authority, including, without limitation, the NSW LRS and the Council.

**Bank** means an 'Australian bank' (as defined in the *Corporations Act 2001* (Cth)) that has a credit rating of at least Standard & Poors (AA) or Moody's (Aa1) and is not on credit watch.

**Business Day** means a day on which banks are open for retail banking business in Sydney, NSW other than a Saturday, Sunday or public holiday.

**Claim** means any claim, loss, liability, demand, suit, damage, costs, proceeding, expense, judgement or order.

**Completion** means completion of this contract.

**Completion Date** means the date referred to in clause 60.1.

**Contaminant** means a solid, liquid, gas, odour, temperature, sound, vibration or radiation of substance that makes or may make the land:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life;
- (c) otherwise environmentally degraded; or
- (d) not comply with the Environmental Law.

**Contamination** means the presence of any Contaminant which any authority has or may require the removal of or in respect of which any restoration, rehabilitation or remediation has or may be required.

**Conveyancing Act** means the *Conveyancing Act 1919* (NSW).

**Conveyancing Regulations** means *Conveyancing (Sale of Land) Regulation 2017* (NSW).

**Council** means the local government council that applies to the Parcel.

**Depositholder** means Construction Legal Pty Ltd.

**Deposited Plan** means a deposited plan substantially in the form of the draft deposited plan attached at **Schedule 2** and the Instrument (as amended, varied or otherwise affected from time to time in accordance with this contract).

**Disclosure Documents** means the Disclosure Documents annexed to this contract.

**Disclosure Statement** means the disclosure statement attached to this contract and forms the disclosure statement under section 66ZM of the Conveyancing Act and as prescribed by, clause 4A(4) of the Conveyancing Regulations.

**Easement** means easements, restrictions on use, rights and positive covenants benefiting or burdening the Parcel or any part(s) of them.

**Encumbrance** means a mortgage, lease or caveat.

**Environment** has the same meaning as under the *Protection of the Environment Administration Act 1991* (NSW).

**Environmental Law** means any law, regulation, ordinance or directive in connection with the Environment.

**Development Consent** means DA-616/2020, as modified from time to time.

**Financial Settlement Schedule** means the financial settlement schedule under PEXA.

**FIRB Sunset Date** means the date that is one (1) month from the date of this contract.

**Foreign Person** has the same meaning as under the *Foreign Acquisitions and Takeovers Act 1075* (Cth).

**Form 1 Notification** means a GST property settlement withholding notification required to be provided by the Purchaser in accordance with section 16-150(2) of Schedule 1 to the *Taxation Administration Act 1953*; and

**Form 2 Notification** means a confirmation of settlement required to be submitted on Completion of this contract by the Purchaser, having provided a Form 1 Notification.

**GST** has the meaning it does in section 195-1 of the GST Act.

**GST Act** means A New Tax System (Goods & Services Tax) Act 1999 (Cth).

**Guarantor** means the party or parties identified as such on page 1 of this contract both jointly and severally.

**Holding Deposit** means the holding deposit paid by the Purchaser to the agent specified on the front page of this contract.

**Instrument** means any section 88B instrument or other instrument creating any Easement, a draft of which is attached to this contract as **Schedule 3**.

**Insolvency Event** means if:

- (a) a party is an individual person or a partnership including an individual person, and that person:
- a. commits an act of bankruptcy;
  - b. has a bankruptcy petition presented against him or her or presents his or her own petition;
  - c. is made bankrupt;
  - d. makes a proposal for a scheme of arrangement or a composition; or
  - e. has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the Bankruptcy Act 1966 (Cwth) or like provision under the law governing the Subcontract; or
- (b) a party is a corporation, and:
- a. notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
  - b. it enters a deed of company arrangement with creditors;
  - c. a controller or administrator is appointed;
  - d. an application is made to a court for its winding up and not stayed within 14 days;
  - e. a winding up order is made in respect of it;
  - f. it resolves by special resolution that it be wound up voluntarily (other than for a member's voluntary winding up); or
  - g. a mortgagee of any of its property takes possession of that property.

**Lot** means the lot as identified on page 1 of this contract and is the subject of this contract.

**NSW LRS** means NSW Land Registry Services.

**Objection** means any objection, requisition or Claim, or any refusal to complete this contract, or any action or attempt to rescind or terminate this contract, or any action or attempt to delay Completion of this contract.

**Parcel** means the land contained in **Certificate of Title Folio Identifier C/411796 and D/411796** (and any lots into which they are consolidated and/or subdivided before Completion).

**Prohibited Entity** means any person or entity which:

- (a) is a terrorist organisation as defined under Part 5.3 of the *Criminal Code Act 1995* (Cth); or
- (b) is listed by the Minister of Foreign Affairs in the Government Gazette pursuant to Part 4 of the *Charter of the United Nations Act 1945* which list proscribed entities as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade or another person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other legislation and which is available in the public domain.

**Property Notification** means a notification under the *Personal Properties Securities Act 2009*.

**Purchaser** means the Purchaser as described on page 1 of this contract or, in substitution, the party to which this contract has been assigned or novated.

**Registered Deposited Plan** means the Deposited Plan (as amended, varied or otherwise affected from time to time in accordance with this contract) as registered at NSW LRS.

**Sunset Date** means **30 June 2028**.

**Vendor** means the Vendor as described on page 1 of this contract or, in substitution, the party to which this contract has been assigned or novated.

**Vendor's Works** means the works referred to in clause 50.

## 34.2 Interpretation

In the interpretation and application of this contract, unless the context otherwise requires:

- (a) a reference to any gender includes all genders;
- (b) a reference to singular includes the plural and vice versa;
- (c) where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase have corresponding meanings;
- (d) where an expression is defined anywhere in this contract, it has the same meaning throughout;
- (e) headings are for convenience of reference only and do not affect interpretation;
- (f) a reference to any legislation or provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to "including" and similar expressions are not words of limitation;
- (h) a reference to a clause, sub-clause, paragraph, special condition, schedule or annexure shall, unless otherwise indicated, refer to a clause, sub-clause, paragraph, special condition, schedule or annexure to or in this contract;
- (i) a reference to dollars of \$ is to an amount in Australian currency;
- (j) if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- (k) a reference to a document includes any amendment or replacement of it;
- (l) "in writing" includes any communication or document sent by letter, facsimile transmission or email;
- (m) "month" means a calendar month;

- (n) “person” includes a natural person and any body or entity whether incorporated or unincorporated; and
- (o) “year” means 12 months.

## **35 Amendment to 2022 Edition Standard Printed Form Contract**

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The standard conditions of the 2022 Edition of the Contract for the Sale of Land to which these special conditions are annexed are amended as follows:

- (a) Clause 1 the definition of “depositholder” is deleted without replacement;
- (b) Clause 1 definition of “adjustment date” is amended by deleting the words “or completion” and replacing it with “, Completion or the Completion Date”;
- (c) Clause 2.4.1 is deleted without replacement;
- (d) Clause 2.6 is deleted without replacement;
- (e) Clause 2.7 is deleted without replacement;
- (f) Clause 2.8 is deleted without replacement;
- (g) Clause 2.9 is deleted without replacement;
- (h) Clause 3 is deleted without replacement;
- (i) Clause 4.5 is deleted without replacement;
- (j) Clause 4.6 is deleted without replacement;
- (k) Clause 5.1 at the end of the clause, the following words are inserted: “and the Purchaser must not raise any other form of requisitions”;
- (l) Clause 5.2 is deleted without replacement;
- (m) Clause 6.2 is deleted without replacement;
- (n) Clause 7.1.1 is deleted without replacement;
- (o) Clause 7.2.4 the words “and the costs of the Purchaser” are deleted without replacement;
- (p) New clause 7.3 is added as follows:  
“If the Purchaser has made a claim for compensation under clause 6B of the Conveyancing Regulations, then the Purchaser must not make a claim under this clause 7 or clause 6 above in respect of the same subject matter”;
- (q) Clause 8.1.1 the words “on reasonable grounds” are deleted without replacement;
- (r) Clause 8.1.2 the words “on those grounds” are deleted without replacement;
- (s) Clause 8.2.2 is deleted without replacement;
- (t) Clause 10.1 is amended by inserting the words “or delay Completion” after the word “terminate”;
- (u) Clause 10.1.8 the word “substance” is deleted and replaced with “existence”;
- (v) Clause 10.1.9 the word “substance” is deleted and replaced with “existence”;
- (w) Clause 13.13 is deleted without replacement;
- (x) Clause 14.4.2 is deleted and replaced with the following: “by adjusting the amount actually payable by the Vendor”;

- (y) Clause 16.6 is deleted and replaced with the following: “in the event that a party serves a land tax certificate which shows a charge on any of the land, on or before Completion the Vendor is obliged to pay all money required to discharge the charge against the land and, for clarity, land tax may be paid on Completion to Revenue NSW via PEXA.”;
- (z) New Clause 19.3 is added as follows:  
“Notwithstanding those matters set out at clause 19.2.3 above, the Purchaser’s sole remedy for a breach of warranty prescribed by the Conveyancing Regulations is the remedy prescribed by that regulation.”;
- (aa) Clause 24 is deleted without replacement;
- (bb) Clause 27 is deleted without replacement;
- (cc) Clause 28 is deleted without replacement;
- (dd) Clause 29 is deleted without replacement;
- (ee) Clause 30.9 the words “by cash (up to \$2,000) or” are deleted without replacement;
- (ff) Clause 30.11 the words “which is a bank cheque” are inserted to the end of the clause; and
- (gg) Clause 31.3 delete the words “date for completion” and replace them with the words “date of Completion”.

## 36 Works Finance

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- (a) This contract is subject to and conditional on the Vendor obtaining finance necessary for the Vendor’s Work (as necessary) (**Works Finance**) on terms and conditions satisfactory to the Vendor in its absolute discretion.
- (b) The Vendor must use reasonable endeavours to obtain the Works Finance prior to 31 December 2026 (**WF Date**).
- (c) The Vendor may, in its absolute discretion, provide a written notice to the Purchaser extending the WF Date, provided that such extension is by no more than twelve (12) months in total.
- (d) If:
  - (i) the Vendor has not obtained the Works Finance prior to WF Date; and
  - (ii) the Vendor has not provided a written notice extending the WF Date in accordance with clause 36(c),either party is entitled to rescind this contract by providing written notice to the other party, in which case clause 19 will apply.
- (e) If the Vendor obtains the Works Finance on a condition(s) unacceptable to the Vendor, the Works Finance is deemed as not having been obtained and the parties will be entitled to rescind this contract by providing written notice to the Purchaser, in which case clause 19 will apply.
- (f) The Purchaser acknowledges and agrees that, to the extent permitted by law, it cannot take any Action (except rescission in strict compliance with this clause 36), make any Claim or delay Completion in relation to anything set out in this clause 36.

## 37 Completion Conditional

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- (a) Completion is subject to and conditional on the:
  - (i) Vendor becoming the registered proprietor of the Parcel;
  - (ii) Works Finance; and

- (iii) registration of the Deposited Plan with NSW LRS,  
(together, **Preconditions**).
- (b) The Vendor must provide written notice (**Preconditions Notice**) to the Purchaser within a reasonable time after the Preconditions have been met.
- (c) If the Preconditions are not met on or before the Sunset Date and the Vendor has not provided a Preconditions Notice to the Purchaser:
  - (i) the Vendor may rescind this contract so long as the Vendor has complied with section 66ZS of the *Conveyancing Act*;
  - (ii) the Purchaser may rescind this contract by providing written notice to the Vendor, in which case clause 19 will apply, subject to clause 37(d) below.
- (d) Despite any provision of this contract, the Purchaser acknowledges and agrees that if the Purchaser has not validly exercised its right of rescission under clause 37(c) within fourteen (14) days from the Sunset Date, the Purchaser's right to rescind this contract under clause 37(c) will lapse and this contract will then remain binding in every way as if the right to rescind the contract was not included.
- (e) If the Purchaser or the Vendor exercise their rights of rescission strictly in accordance with this clause 36, then without limiting the parties' rights and remedies at law:
  - (i) the parties are released from their obligations under this contract; and
  - (ii) each party retains their rights against the other party in relation to any breach that accrued prior to the rescission.

## 38 Deposit

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### 38.1 Payment of Deposit

Despite any other provision in this contract to the contrary, the parties acknowledge and agree that the Purchaser may pay the deposit as follows:

- (a) the Holding Deposit on or before the contract date; and
- (b) the balance of the deposit on the earlier of the contract date or the expiration of the cooling off period,

time being of the essence.

### 38.2 Holding Deposit

- (a) If the Vendor accepts a Holding Deposit on or before the contract date, then the Vendor's agent may hold that Holding Deposit in its trust account.
- (b) The parties direct the Vendor's agent to transfer the Holding Deposit (if held by the Vendor's agent) to the Depositholder's trust account upon the Purchaser paying the balance of the deposit in accordance with clause 38.1.

### 38.3 Investment of Deposit

- (a) The parties acknowledge and agree that:
  - (i) if the Depositholder is directed to invest the deposit, the deposit will be invested in a controlled monies account in accordance with applicable laws and with a bank of the Depositholders choosing;
  - (ii) the Depositholder will charge an administration fee equal to \$350 plus GST for services rendered in investing and administering the deposit (**Administration Fee**), which accrues upon the deposit being placed into the controlled monies account;
  - (iii) the Administration Fee is fair, reasonable and proportionate to the costs incurred by the Depositholder in investing and administering the deposit; and

- (iv) the Administration Fee, once accrued, is payable by the Purchaser on the earlier of Completion, rescission and termination of this contract; and
  - (v) the Depositholder may recover the Administration Fee, once accrued, in priority, from the interest earned on the deposit and then from the deposit if there is any deficiency, to which the parties irrevocably and unconditionally authorise the Depositholder.
- (b) For the avoidance of any doubt, the parties acknowledge and agree that the Depositholder will not lodge the Holding Deposit in an interest-bearing account unless and until the balance of the deposit has been paid in accordance with clause 38.2(b).

### **38.4 Payment of Tax**

Despite clauses 2 or 38.5 of this contract, if the Purchaser (and if the Purchaser is comprised of more than one person, then any one of the parties comprising the Purchaser) fails, refuses or neglects to provide its tax file number and date of birth (if applicable) within five (5) business days of contract date or otherwise provides an incorrect tax file number and/or date of birth, then the Purchaser will not be entitled to any interest earned on the deposit, except where the Purchaser terminates this contract because of the Vendor's default or if this contract is rescinded, where clause 38.5(d) will apply.

### **38.5 Interest**

- (a) Prior to any interest being paid under this contract, bank charges and other similar charges, fees and expenses will be deducted from the total amount of interest.
- (b) Where this contract is completed, the Vendor and Purchaser are entitled to the interest earned on the deposit in equal shares.
- (c) Where the Purchaser defaults and the Vendor terminates this contract because of such default, the Vendor is entitled to all interest earned on the deposit.
- (d) Where the Vendor defaults and the Purchaser terminates this contract because of such default, the Purchaser is entitled to all interest earned on the deposit.

## **39 Purchaser's Representations, Warranties and Acknowledgements**

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### **39.1 Exclusion of Pre-contractual Representations**

- (a) This contract constitutes the entire agreement between the parties relating to the sale of the Lot.
- (b) The parties have not entered into, and are not bound by, any collateral or other agreement apart from this contract.
- (c) The parties are not bound by any warranty, representation collateral agreement or implied term under the general law or imposed by legislation unless:
  - (i) such warranty, representation, agreement or term is contained in the express terms of this contract; and
  - (ii) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

### **39.2 Purchaser's Warranties**

The Purchaser acknowledges and warrants that, in entering into this contract and in proceeding to Completion:

- (a) the Vendor or any other person on the Vendor's behalf has not made, and the Purchaser has not relied upon, any warranty, statement, representation or promise (verbal or otherwise) including, but not limited to marketing materials or any other material that is not expressly referred to, or contained, in this contract;
- (b) the Purchaser has relied entirely, and purchases the Lot, exclusively and entirely upon the Purchaser's own enquiries, investigations and inspections of the Lot and the Purchaser

has not been influenced or influenced to enter into this contract by, or relied upon, any warranties, statements, representations or promises (verbal or otherwise).

- (c) the Purchaser has satisfied itself in relation to:
  - (i) the rights and obligations under this contract;
  - (ii) the terms of the Development Consent and any restrictions and prohibitions on the development of the Parcel and Lot;
  - (iii) the suitability of the Lot for the purposes of the Purchaser;
  - (iv) any Contamination relating to, caused by, or affecting the Lot;
  - (v) in all respects as to the nature, quality, condition and state of repair of the Lot including the purposes for which the Lot may lawfully be used;
- (d) the Lot is sold and accepted by the Purchaser subject to all or any:
  - (i) encroachments and existing easements both registered and unregistered by and upon the Lot;
  - (ii) defects (whether latent or patent) in its present condition, state of repair, dilapidation and infestation;
  - (iii) infestations; and
  - (iv) existing services;
- (e) to the extent permitted by law, the Purchaser is not entitled to rescind, terminate or delay Completion of this contract, nor to object, requisition or make any claim (whether for compensation or not) in respect of any defects (whether latent or patent) in the nature, quality, condition, state of repair of the Lot or any other matter, fact or thing referred to in this clause 39; and
- (f) the Purchaser accepts the Lot subject to all existing water, sewerage, drainage and plumbing connections in respect of the Lot and the presence, nature, location, availability or non-availability of any services as defined in clause 10.1.2; and
- (g) the Purchaser, or any related entity of the Purchaser, will not enter into more than two contracts for the sale of any lots within the Parcel.

### **39.3 Reliance**

The Purchaser acknowledges and agrees that the Vendor has entered into this contract on the basis that the acknowledgements, representations and warranties set out in this clause 39 are true and are not misleading.

### **39.4 Indemnity**

The Purchaser indemnifies, and must keep the Vendor indemnified, from and against any Claim arising out of, or in connection with, any of the warranties set out in clause 39.2.

### **39.5 No Merger**

This clause 39 does not merge upon Completion.

## **40 Zoning**

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### **40.1 Purchaser Satisfied**

To the extent permitted by law, the Purchaser is deemed to have satisfied itself in relation to the manner in which the Lot is affected by any actual or deemed environmental planning instrument under the *Environmental Planning and Assessment Act 1979* (NSW) (as amended from time to time) or any other restriction or prohibition whether statutory or otherwise relating to the zoning of the Lot or development on the Lot or to the use to which the Lot may be put and any existing proposals for realignment, widening or siting of a road by any authority and the Purchaser must not make any Claim because of any of those matters.

## 40.2 Acknowledgement of Disclosure Documents

The Purchaser acknowledges the Vendor's disclosure in the Disclosure Documents.

## 41 Incapacity or Death of Purchaser

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Without prejudice to, or in any way affecting, any rights or remedies of the Vendor that may be available at law or in equity, if the Purchaser (and if there is more than one person comprising the Purchaser then if any persons constituting the Purchaser) prior to Completion being a natural person, die or become mentally incapable, then the Vendor may, by written notice to the Purchaser's solicitor, rescind this contract and then clause 19 will apply.

## 42 Insolvency of Parties

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### 42.1 Parties May Terminate

Without prejudice to, or in any way affecting any rights or remedies of the parties that may be available at law or in equity, if, prior to Completion:

- (a) either party resolves to enter into liquidation or provisional liquidation;
- (b) a summons is presented for the winding-up of either party;
- (c) either party enters into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001* (Cth);
- (d) any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator is appointed in respect of either party or any asset of either party;
- (e) an application is made or either party declared a bankrupt under the *Bankruptcy Act 1966* (Cth); or
- (f) an Insolvency Event otherwise occurs,

then the party who is not the subject of those matters set out at subclauses (a)-(f) above may terminate this contract by notice in writing to the other party's solicitor.

## 43 Prohibited Entity

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- (a) The Purchaser:
  - (i) warrants and represents that it:
    - (A) is not a Prohibited Entity; and
    - (B) is not owned or controlled by, a Prohibited Entity; and
    - (C) does not act on behalf of, any Prohibited Entity; and
  - (ii) indemnifies the Vendor against any non-compliance by the Vendor with all anti-terrorism legislation in Australia, including, without limitation, Part 4 of the *Charter of United Nations Act 1945* and Part 5.3 of the *Criminal Code Act 1995* arising out of, or in connection with, the breach by the Purchaser of its representation or warranty in this clause 43.
- (b) In the event that the Purchaser breaches its representation or warranty in this clause 43, the Vendor will be entitled to terminate this contract by providing written notice to the Purchaser or the Purchaser's solicitor.

## 44 Real Estate Agent

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### 44.1 Warranty and Indemnity of Purchaser

- (a) The Purchaser warrants that it has not been introduced to the Vendor or the Lot by any real estate agent other than the agent or its conjunction agent, if any, named on the front page of this contract.

- (b) The Purchaser indemnifies the Vendor against any Claims for commission or fees including, but not limited to, the Vendor's costs of defending any Claim, arising out of, or in connection with, a breach by the Purchaser of the warranty in clause 44.1(a) above.

## 44.2 No Merger

This clause 44 does not merge upon Completion.

## 45 Disclosure Documents

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### 45.1 Vendor's Disclosure

- (a) The Vendor specifically discloses all of the facts, matters and materials referred to, or set out in, the Disclosure Documents.
- (b) The Purchaser acknowledges that all facts, matters and materials disclosed or described in this contract are specifically disclosed and clearly described.
- (c) The Vendor does not warrant the completeness or accuracy of the facts, matters and materials set out in the Disclosure Documents.

### 45.2 No Action

- (a) The Purchaser warrants that it is relying entirely on its own enquiries and investigations in relation to the Disclosure Documents.
- (b) To the extent permitted by law, the Purchaser must not take any Action in respect of any facts, matters or materials disclosed in the Disclosure Documents.
- (c) To the extent permitted by law, the Purchaser must not make any Objection in respect of anything referred to or disclosed in:
  - (i) this contract; or
  - (ii) the Disclosure Documents.

## 46 FIRB Warranty

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- (a) If the Purchaser's FIRB status on the front page of this contract is marked as:
  - (i) 'Local' (or the Purchaser's FIRB status is not marked), then the provisions of clause 46(b) will apply; or
  - (ii) 'Foreign', then the provisions of clause 46(c) will apply.
- (b) The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Purchaser of to this purchase unless the Purchaser is a Foreign Person. In the event of breach of this warranty, the Purchaser indemnifies the Vendor against any and all penalties, fines, claims, loss, legal costs or damage arising out of, or in connection with, that breach.
- (c) If the Purchaser is a Foreign Person, the following provisions apply:
  - (i) the parties acknowledge and agree that this contract is subject to the Purchaser obtaining FIRB approval for the purchase of the Lot under this contract;
  - (ii) the Purchaser must immediately upon the contract date apply to FIRB for approval and do all things reasonably necessary to ensure that such approval is obtained for the purchase of the Lot before the FIRB Sunset Date;
  - (iii) within five (5) Business Days of lodging the application with FIRB, the Purchaser must provide to the Vendor a copy of its application for FIRB approval;
  - (iv) the Purchaser must inform the Vendor of the progress of the application and provide to the Vendor copies of all correspondence with FIRB and other material / documents relevant to the application;
  - (v) upon receiving the result of the FIRB application, the Purchaser must immediately notify the Vendor of its result;

- (vi) if FIRB approval is not granted to the Purchaser on or before the FIRB Sunset Date, either party is entitled to rescind this contract by providing written notice to the other and the provisions contained in clause 19 will apply;
  - (vii) if the Purchaser has not obtained FIRB approval by the FIRB Sunset Date and the Purchaser has failed, neglected or refused to apply for approval as required under clause 46(c)(ii), the Vendor may, by written notice to the Purchaser, terminate this contract and the provisions contained in clause 9 will apply.
- (d) This clause 46 does not merge upon Completion.

## 47 No Caveat

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- (a) The Purchaser agrees that it must not lodge a caveat on the title of the Parcel or the Lot regarding any interest the Purchaser has in the Lot arising out of, or in connection with, this contract or register, or seek to register, any other encumbrance or deadline on the title of the Parcel or the Lot prior to registration of the Deposited Plan.
- (b) The Purchaser may only lodge a caveat for recording on the folio of the register for the Lot after the issue of the folio of the register for the Lot created on registration of the Deposited Plan.
- (c) If the Purchaser, or any one on behalf of the Purchaser, lodges a caveat, any assignee of the Purchaser's interest under this contract or any person claiming through or under the Purchaser is recorded on the folio of the register for the Lot the Purchaser must complete this contract despite the caveat.

## 48 Guarantee of Corporate Purchaser

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### 48.1 Guarantee

The Guarantor:

- (a) guarantees to the Vendor the due and punctual:
  - (i) compliance by the Purchaser with all of its obligations under this contract; and
  - (ii) payment of all monies payable by the Purchaser to the Vendor under this contract; and
- (b) agrees to indemnify the Vendor against any Claims, costs, damage, loss or expense that the Vendor may suffer arising out of, or in connection with, any failure by the Purchaser to duly and punctually perform those obligations.

### 48.2 Guarantors' Acknowledgement

The Guarantor acknowledges and agrees that the guarantee and indemnity in clause 48.1:

- (a) is applicable to any variation of this contract without any requirement to obtain the Guarantor's specific consent to that variation;
- (b) is a primary security and the Vendor may call on the Guarantor for payment under this guarantee and indemnity even though the Vendor has not made a demand on the Purchaser;
- (c) is a continuing security and irrevocable during the period within which any of the Purchaser's obligations under this contract are unfilled;
- (d) the Vendor may proceed against the Guarantor as though the Guarantor is the party principally liable;
- (e) will not be affected by any transfer by the Purchaser of its interests under this contract (whether with or without the Vendor's consent); and
- (f) does not restrict, limit or otherwise affect any other security that the Vendor may from time to time hold in connection with the Purchaser's due and punctual performance of its obligations under this contract and the Guarantor must not require the Vendor to marshal or otherwise realise in favour or for the benefit of the Guarantor any security held by the

Vendor or otherwise defer any of the Vendor's rights under this guarantee and indemnity or any other security.

## **49 Assignment and Novation**

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### **49.1 No Assignment or Reselling Without Consent**

- (a) The Purchaser must not, without the Vendor's prior written consent (which may be provided or withheld in its absolute discretion and without the disclosure of any reason):
  - (i) mortgage, charge or otherwise encumber any of its rights, obligations or interests under this contract;
  - (ii) advertise or offer to sell the Lot or enter into, or seek to enter into, any contract, deed or agreement to sell the Lot (whether by means of contract for sale, put and call option, call option, put option or any other arrangement), to any other person before Completion of this contract.
- (b) A breach of this clause 49.1 is an essential breach of this contract which entitles the Vendor to terminate this contract by providing written notice to the Purchaser and the provisions of clause 9 will apply.

### **49.2 Vendor may Assign**

- (a) The Vendor may, at any time:
  - (i) novate, assign, charge or encumber its rights, title and interest under this contract or any part of this contract without the need to provide to the Purchaser prior notice and without the Purchaser's consent; and/or
  - (ii) novate and/or assign its obligations and/or rights under this contract or any part thereof without the Purchaser's consent upon providing to the Purchaser a notice of exercise of its rights. If the Vendor exercises such rights, the Vendor is forever released from its obligations under this contract from the date of the assignment and/or novation.
- (b) In the event that the Vendor exercises its rights pursuant to clause 49.2(a)(ii) above, the Purchaser agrees that it must do all things that the Vendor requires to effect the assignment and/or novation including, but not limited to, entering into any deed to reflect such the assignment and/or novation if requested within five (5) Business Days of receipt of such deed (which will provide that the Vendor is forever released from its obligations under this contract upon assignment and/or novation).

### **49.3 Novation**

- (a) Despite this contract being in existence, the Vendor may at any time transfer title to the Parcel.
- (b) In the event that the Vendor transfers title to the Parcel, the Vendor may, at its absolute discretion, novate this contract to the transferee of the title and the Purchaser must do all things that are required by the Vendor to effect the novation including, but not limited to, entering into a deed of novation of this contract within five (5) Business Days of receipt of such deed.
- (c) The Vendor will be released from all of its obligations under this contract on novation of this contract.

## **50 Vendor's Works**

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### **50.1 Approvals**

The Vendor (at its cost) will use reasonable endeavours to:

- (a) obtain (or cause to be obtained) all necessary approvals from each relevant Authority for the subdivision of the Parcel; and

- (b) subject to receiving all necessary approvals and funding, subdivide (or cause to be subdivided) the Lot,

on or before the Sunset Date (as varied under this contract).

## 50.2 Minor Variations

The parties acknowledge and agree that the Vendor may, by providing written notice to the Purchaser, make minor variations to the Vendor's Works and/or the Deposited Plan.

## 50.3 Development Consent

The Vendor discloses and the Purchaser acknowledges that:

- (a) the Vendor currently has the benefit of the Development Consent over the Parcel;
- (b) the proposed development of the Parcel involves staged Torrens Title subdivision of two existing parcels into a total of 91 residential lots. Stage 1 comprising subdivision to create 68 residential lots (lots 24 and 91) and a residual lot (lot 92), construction of 2 temporary detention basins on proposed lot 92 and lots 82 and 83, demolition of existing structures, all civil and landscaping works. Stage 2 is the subdivision of Lot 92 and creation of 23 residential lots (Lots 1 to 23) and Stage 3 is the decommissioning of the detention basin on Lot 9 (Basin 1) and Lots 82 and 83 (Basin 2) upon completion of a regional basin downstream.
- (c) the Vendor may seek to have the Development Consent varied.

## 50.4 Replacement Documents

- (a) The Vendor may, at any time, provide to the Purchaser a document to replace (**Replacement Document**) any document attached to this contract (**Replaced Document**) and, to the extent permitted by law, the Purchaser must not take any Action in connection with the replacement or because of any matter disclosed by a Replacement Document.
- (b) From and including the date of service of a Replacement Document under clause 50.4(a), the Replaced Document is deemed to be no longer attached to this contract and the Replacement Document is deemed to be attached.
- (c) If the Vendor serves a Replacement Document:
- (i) all references to that document in this contract refer to the Replacement Document; and
- (ii) the Replacement Document is deemed to be the relevant document for the purposes of this contract.

## 50.5 Rescission

If there is a Replacement Document which provides to the Purchaser a right to rescind under Part 4, Division 10 of the Conveyancing Act and Part 5A of the Conveyancing Regulations, the Purchaser has **14 days** from the date of the Vendor providing notification of the Replacement Document or Construction Amendment to rescind this contract by providing written notice to the Vendor, in which case clause 19 will apply and otherwise the Purchaser must not take any other Action.

## 50.6 No Action

To the extent permitted by law, the Purchaser must not take any Action as a result of an exercise by the Vendor of the rights under this clause 50.

## 50.7 No Merger

This clause 50 does not merge on Completion.

## 51 Selling and Leasing by Vendor

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The Vendor or any person or entity engaged by, or acting on behalf of, the Vendor are entitled to at any time:

- (a) place, display, keep and maintain on the Parcel (but not on the Lot except with the Purchaser's consent) such signage or other sales and leasing facilities as the Vendor (in its absolute discretion) thinks fit;
- (b) undertake selling and leasing activities on the Parcel other than on the Lot; and
- (c) place and maintain in, on or around the Parcel other than the Lot an office and/or other facility for sales and leasing purposes.

## **52 Purchaser's Acknowledgment**

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### **52.1 Encumbrances and Affectations**

The Purchaser acknowledges that the title to the Parcel or any part of it and/or the lots in the Registered Deposited Plan may be encumbered, affected or amended by any one or more of the following without such encumbrance, affectation or amendment being disclosed in this contract and, to the extent permitted by law, the Purchaser must not take any Action in respect of the following (as applicable):

- (a) road realignment or dedication in the Parcel;
- (b) redefinition of the boundaries of the Parcel or any lot in the Deposited Plan or any part of it;
- (c) leases, easements or dedications relating to the provision of electricity and the establishment of substations;
- (d) alteration to the lot numbers; and
- (e) easements and/or restrictions on the use whatsoever in favour of any Authority, property and/or person but not so as to burden the Lot.

### **52.2 No Action**

To the extent permitted by law, the Purchaser must not take any Action in respect of any easement or restriction on use affecting or benefiting any lot in the Registered Deposited Plan.

## **53 Disclosure Statement**

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The Purchaser acknowledges:

- (a) receipt of the Disclosure Statement served pursuant to section 66ZM of the Conveyancing Act;
- (b) that the prescribed documents included in the Disclosure Statement pursuant to section 66ZM(2) of the Conveyancing Act, are the same documents as those included in this contract; and
- (c) the Purchaser acknowledges and agrees that the Purchaser has read and understood the Disclosure Statement and, to the extent permitted by law, the Purchaser must not take any Action in relation to the Disclosure Statement.

## **54 Easements**

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### **54.1 Easements**

- (a) The Purchaser acknowledges that the Lot is purchased subject to the rights, restrictions on the use of land and the easements, if any, intended to be created by the Instrument or Deposited Plan when registered at NSW LRS pursuant to Section 88B of the Conveyancing Act.
- (b) The Vendor discloses and the Purchaser acknowledges that the Instrument and Deposited Plan may indicate a number of Easements that are intended to be created but that this does not limit the Vendor's entitlement to create any Easements or amend the Easements shown in the Instrument or the Deposited Plan.

## 54.2 Creation of Easements

Despite any other condition in this contract:

- (a) the Purchaser acknowledges that the Parcel will be subdivided by the Vendor and that upon registration the Vendor may also register an Instrument(s);
- (b) to the extent permitted by law, the Purchaser must not take any Action against the Vendor in relation to any Instrument registered or proposed to be registered by the Vendor under this clause 54.2; and
- (c) the Purchaser must do all things and sign all such documents reasonably necessary to permit the Vendor in registering any Instrument considered.

## 54.3 Deletions or Alterations

The Vendor reserves the right to add, vary, amend, alter or delete in the Deposited Plan and any Instrument in relation to any part of the Parcel benefitting or burdening any lot within the Parcel except for the Lot.

## 54.4 No Action

To the extent permitted by law, the Purchaser must not take any Action in relation to any matters referred to in clause 54.

## 54.5 No Merger

This clause 54 does not merge upon Completion.

## 55 Alterations to the Deposited Plan

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### 55.1 Deposited Plan

The Vendor may make such alterations or additions to the Deposited Plan that the Vendor considers necessary or desirable or which are required by any Authority and, to the extent permitted by law, the Purchaser must not take any Action in relation to such alterations or additions.

### 55.2 Subdivision or Consolidation of Lots

The Vendor reserves its right to:

- (a) subdivide any lot (except the Lot) in the Deposited Plan into more lots; and
- (b) consolidate any lot (except the Lot) with any other lot (except the Lot) in the Deposited Plan,

and, to the extent permitted by law, the Purchaser must not take any Action in relation to such subdivision and/or consolidation.

### 55.3 No Action

To the extent permitted by law, the Purchaser must not take any Action concerning any lot in the Deposited Plan other than the Lot.

## 56 Requisitions

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The Purchaser acknowledges and agrees that it must only make requisitions in the form annexed in **Schedule 6** to this contract, with such requisitions being deemed to be served on the date of this contract.

## 57 Registration of Deposited Plan

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- (a) The parties acknowledge and agree that Completion is subject to, and conditional on, the registration of the Deposited Plan with NSW LRS.
- (b) The Vendor must, at its own cost, use reasonable endeavours to register, or cause to be registered, the Deposited Plan at NSW LRS on or before the Sunset Date.

- (c) As soon as reasonably practicable after registration of the Deposited Plan, the Vendor will provide to the Purchaser a written notice confirming that the Deposited Plan has been registered.
- (d) In the event that the Deposited Plan is not registered at NSW LRS on or before the Sunset Date, either party is entitled to, rescind this contract by providing written notice to the other party, in which case clause 19 will apply.
- (e) If either party has not validly exercised its right of rescission under clause 57(d) prior to the date of registration of the Deposited Plan, the parties' right to rescind this contract under clause 57(d) will lapse and this contract will then remain binding in every way as if the right to rescind the contract was not included.
- (f) This clause 57 does not merge upon Completion.

## 58 Sunset Date

---

### 58.1 Extension of Sunset Date

- (a) The Vendor may, in its absolute discretion (at any time and as often as necessary), by providing written notice to the Purchaser extend the date set out in the definition of "Sunset Date" where the subdivision (or commencement of subdivision) is delayed because of any of the following factors:
  - (i) damage by fire, explosion, war, civic commotion or act of God;
  - (ii) delay by an Authority in giving any necessary approval;
  - (iii) weather conditions that prevent subdivision work;
  - (iv) any delay not occasioned by the Vendor; or
  - (v) a combination of these.
- (b) If a notice is served by the Vendor under clause 58.1(a) above,
  - (i) the date set out in the definition of "Sunset Date" is extended to the date set out in the notice;
  - (ii) the Vendor issues such in their capacity as an expert and not as an arbitrator; and
  - (iii) the notice is conclusive and binding on the parties.

## 59 Fencing

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- (a) The Purchaser acknowledges and agrees that the Vendor will not be providing fencing for the Lot.
- (b) Notwithstanding the fact that the Vendor may own land adjoining the Lot, the Purchaser must not require the Vendor to fence the Lot, or contribute to the cost of fencing the Lot.
- (c) In the event that the Purchaser sells or otherwise disposes of its interest in the Lot, the Purchaser warrants that it will procure a covenant from the transferee in favour of the Vendor which has the same effect as this clause 59.
- (d) The Purchaser indemnifies the Vendor in respect of any Claim made against the Vendor by the Purchaser and/or the Purchaser's transferees and assigns in relation to the fencing of the Lot.

## 60 Completion

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### 60.1 Completion Date

Completion will take place on the later of:

- (a) **30 days** after the Vendor provides to the Purchaser a copy of the Registered Deposited Plan and any other document that was registered at the NSW LRS with the Registered Deposited Plan; and
- (b) **21 days** after the Vendor provides to the Purchaser a copy of the applicable occupancy certificate relevant to the Lot,

as the case may be.

### 60.2 Liquidated Damages and Adjustments

- (a) If Completion is not effected by the Completion Date for any reason not solely attributable to the Vendor, then without prejudice to all other rights and remedies of the Vendor:
  - (i) the Purchaser must pay on Completion to the Vendor by way of liquidated damages interest on the balance of the purchase price at the rate of 12% per annum calculated on a daily basis from (but excluding) the Completion Date until the actual date of Completion.
  - (ii) the Purchaser cannot require the Vendor to complete this contract unless and until the Purchaser pays the interest set out at clause 60.2(a)(i) to the Vendor on Completion and it is an essential term of this contract that the interest is so paid; and
  - (iii) for the purposes of calculating adjustments, the relevant date for adjustments is fixed to the Completion Date.

### 60.3 Completion After 5.00 pm

If, due to no fault of the Vendor, Completion occurs after 5.00 pm on any day, clause 0 applies as if Completion occurred on the first business day after the date on which Completion actually occurred.

### 60.4 Completion Booking Cancelled

If Completion is booked and the Purchaser cancels or postpones Completion after appropriate arrangements have been made, the Purchaser must pay to the Vendor an amount of \$500.00 plus GST on account of the Vendor's costs of rearranging settlement, payment of which must be made on Completion. The Purchaser must also pay any costs payable to the Vendor's mortgagee in connection with such cancellation.

### 60.5 Rescission

The Purchaser acknowledges and agrees that if the Vendor is required to enter into a Deed of Rescission of this contract or a Deed of Rescission Re-exchange this contract with a new Purchaser, the Purchaser will pay to the Vendor an amount of \$500.00 plus GST for the Deed of Rescission or an amount of \$750.00 plus GST plus disbursements for the Deed of Rescission and Re-exchange with a new Purchaser, payment of which must be made within five (5) Business Days of executing the Deed of Rescission or the Deed of Rescission and re-exchange (as the case may be).

### 60.6 Notice of Termination

In the event that the Vendor duly exercises its rights of termination of this contract and issues a notice of termination, the Purchaser acknowledges and agrees that it will pay to the Vendor an amount of \$600.00 plus GST on account of the reasonable legal costs of issuing the notice, payment of which must be made within five (5) Business Days of the date of the notice of termination.

### 60.7 Notice to Complete

- (a) If Completion does not take place on the Completion Date, the party not being otherwise in default may fix a date for Completion by serving a written notice to the effect and thereby making time for Completion essential.

- (b) If the Vendor serves a notice to complete on the Purchaser, it is an essential term that on actual Completion of this contract, the Purchaser must pay to the Vendor the sum of \$550.00 plus GST per notice to complete on account of the reasonable legal costs of issuing the notice, payment of which must be made on Completion.
- (c) It is expressly agreed by the parties that 14 days between (but excluding) the date of service of the notice to complete and (and including) the date for Completion specified in the notice is a reasonable and adequate time for the purpose of fixing a date for Completion even though the period includes days which are not Business Days.

The party who serves a notice to complete on the other party may at any time withdraw the notice to complete without prejudice to the continuing right of that party to give any further notice.

## 61 Electronic Settlement

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The parties acknowledge and agree that the settlement of this contract must take place through the PEXA settlement platform.

## 62 Settlement Adjustments

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### 62.1 Land Tax Certificate

- (a) The Purchaser may only rely on clause 16.4 if the land tax certificate is served at least five (5) business days prior to the Completion Date. The Purchaser cannot delay settlement under this clause 62.1(a) or under clause 16.16 if a land tax assessment for the Lot has not yet been issued by Revenue NSW or if the Completion Date is a date between 1 January and 31 January in any year and in such circumstances the Vendor will pay the land tax for the Lot once an assessment has issued post settlement.
- (b) Despite anything in this contract to the contrary the amount of land tax to be adjusted on Completion pursuant to clause 14 is:
  - (i) if a separate assessment has not issued for the Lot, **\$1,500 per annum**; or
  - (ii) if a separate assessment has been issued for the Lot, the actual land tax payable by the Vendor in the relevant year for the Lot.

### 62.2 Rate Assessments

- (a) If separate rate assessments have not been issued at the Completion Date for the Lot by the appropriate Authority:
  - (i) the parties agree to adjust the rates on a paid basis on an agreed value of:
    - (A) for water and sewerage rates, **\$300 per quarter**
    - (B) for Council rates, **\$1,500 per annum**
  - (ii) the Vendor agrees to pay all the rates which are assessed for water and sewerage and Council rates for the quarterly rating period current as at the date of Completion as and when those rates fall due for payment;
  - (iii) the Purchaser is responsible for payment of all rates assessed on the Lot for any rating periods commencing after the periods set out in clause 62.2(a)(ii);
  - (iv) there will be no subsequent readjustment of rates or land tax based on the actual amount assessed or paid; and
  - (v) the parties must calculate adjustments on the 'adjustment date'.
- (b) This subclause 62.2 does not merge on Completion.

## 63 Security Interests

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- (a) The Vendor discloses and the Purchaser acknowledges that on Completion the Vendor may be subject to charges or notifications under the *Personal Property Securities Act 2009* (Cth).

- (b) The Vendor is not obliged to provide the Purchaser any release, statement, approval or correction in respect of any personal property subject to a security interest under the *Personal Property Securities Act 2009* (Cth).
- (c) To the extent permitted by law, the Purchaser must not take any Action concerning any charge, notification or security interest under the *Personal Property Securities Act 2009* (Cth).

## 64 Subdivision Works in Parcel after Completion

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- (a) The Purchaser acknowledges and agrees that the Vendor may carry out further subdivision works in or around the Parcel (or any part of it) after Completion which may cause:
  - (i) vibration, noise and dust;
  - (ii) temporary obstruction or interference with services to the Lot (as applicable); andand which may include excavation or demolition (**Ongoing Parcel Works**).
- (b) To the extent permitted by law, the Purchaser must not take any Action in relation to the Ongoing Parcel Works and the Purchaser must not seek injunctive or other relief by way of damages in relation to the Ongoing Parcel Works.
- (c) The Vendor will use its reasonable endeavours to minimise any disruption or interference that may be caused by the Ongoing Parcel Works to the occupiers of the Lot after Completion.
- (d) This clause 64 does not merge upon Completion.

## 65 Disclosure – Electricity Service Provider

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- (a) The Vendor discloses that parts of the Parcel may be subject to one or more of the following as required by the electricity service provider elected by the Vendor:
  - (i) a right of way and easement for electricity works;
  - (ii) a substation, of which may be subject to a restriction on use, easement, right of access, positive covenant and/or lease; and
  - (iii) any other restriction, right, easement required by the relevant electricity service provider or any other Authority in respect of electricity supply to the Parcel.
- (b) To the extent permitted by law, the Purchaser cannot take any Action in connection with the matters disclosed in this clause 65.
- (c) This clause 65 does not merge on Completion.

## 66 Position of Sydney Water Supply

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- (a) The Vendor discloses and the Purchaser is aware that:
  - (i) the position of Sydney Water's water supply and services on the Parcel at the time of Completion may not be as shown in the diagrams attached to this contract;
  - (ii) services access points may be located outside, on or within the Lot boundary of the Parcel; and
  - (iii) the Vendor is not aware of where the exact position of the Sydney Water sewer main will be at the time of Completion.
- (b) The Purchaser takes the Lot subject to any water, sewerage, drainage, gas, electricity and other installations and services and service access points existing on Completion (as applicable).
- (c) The Purchaser may not make any Claim if, at the time of Completion:
  - (i) any connection passes through any other lot;
  - (ii) any connection to any other lot passes through the Lot or the Parcel;

- (iii) any onsite detention system installed on the Lot or the Parcel;
  - (iv) any bioretention basin or rainwater tank installed on the Parcel (including the Lot);
  - (v) any water or sewer main or any underground or surface stormwater pipe passes through, over or under the Parcel; or
  - (vi) any sewer, manhole or vent located on the Lot which forms part of the Parcel.
- (d) This clause 66 does not merge on Completion.

## 67 Personal Properties Securities Act

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- (a) The Vendor discloses and the Purchaser acknowledges that on Completion the Vendor may be subject to charges or notifications under the *Personal Properties Securities Act 2009* (Cth).
- (b) To the extent permitted by law, the Purchaser must not make take any Action to such charge or notification nor require the Vendor to remove such charge or notification prior to Completion.

## 68 Confidentiality

---

- (a) The contents of this contract is confidential and each party agrees not to disclose, or authorise the disclosure of, any terms of this contract to any other person, except to the extent:
  - (i) that the parties provide their written consent for such disclosure;
  - (ii) to comply with any legal, accounting or other regulatory requirement;
  - (iii) to the Vendor or Purchaser's financier to obtain financing to complete the transaction contemplated; or
  - (iv) to the extent that such disclosure is required to a party's employees, professional advisers, financiers or consultants provided such parties must provide their prior agreement to be bound by the same terms of confidentiality as under this clause.
- (b) This clause 68 is subject to, and does not limit, restrict or otherwise affect in any way, clause 72.13 or preclude the Vendor or the Vendor's agent from disclosing or using the Purchaser's information for marketing activities in the future.
- (c) This clause 68 does not merge on Completion.

## 69 GST

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- (a) All terms which are defined in the GST Act and set out in this clause 69 have the same meaning in this clause 69.
- (b) The purchase price includes GST on the sale of the Lot.
- (c) If the Vendor is eligible, the parties acknowledge and agree that the Vendor will calculate the GST payable on the taxable supply of the Lot using the margin scheme under Division 75 of the GST Act.
- (d) The Purchaser acknowledges and agrees that the Vendor is not obliged to disclose the basis upon which it calculates GST liability on this sale.
- (e) The Purchaser acknowledges and agrees that the Vendor is not required to provide to the Purchaser a tax invoice, nor will the Purchaser be entitled to claim an input tax credit regarding the GST payable by the Vendor.
- (f) The parties agree that, if there is any amendment to the GST Act which affects the margin scheme, they will take all actions necessary to ensure that the Vendor is able to apply the margin scheme to the taxable supply made under this contract.
- (g) This clause 69 does not merge on Completion.

## 70 GSTRW Payment

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### 70.1 Application

This clause 70 applies to this contract if Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* applies to the sale of the Lot.

### 70.2 Purchaser's Obligations

- (a) If the Purchaser is required to make a GSTRW Payment relating to this contract, the Purchaser must:
  - (i) prepare and lodge the Form 1 Notification in the PEXA workspace:
    - (A) within five (5) days after the date that the Vendor provides to the purchaser written notice that the Deposited Plan has been registered with NSW LRS; or
    - (B) at such earlier time required under section 16-150 of Schedule 1 of the *Taxation Administration Act 1953*;
  - (ii) before Completion, prepare the Form 2 Notification in the PEXA workspace and select "Yes" to confirm that PEXA will lodge the Form 2 Notification on behalf of the Purchaser automatically on Completion;
  - (iii) on Completion, pay the GSTRW Payment by electronic funds transfer to the account nominated by the Commissioner of Taxation in the Financial Settlement Schedule; and
  - (iv) do all other things required to successfully submit the Form 1 Notification, Form 2 Notification and the GSTRW Payment to the Australian Taxation Office on Completion in accordance with the Vendor's instructions.
- (b) If the Purchaser fails, refuses or neglects to comply with this clause 70.2, the Purchaser will be in breach of this contract in an essential way and the Vendor may (in its absolute discretion) extend the Completion Date until the Vendor is satisfied that the Purchaser has complied with its obligations under this clause and in such circumstances the Vendor will be entitled to recover liquidated damages from the Purchaser in accordance with clause 0.
- (c) The Purchaser will indemnify the Vendor for all losses, costs, interest and penalties incurred by the Vendor because of the Purchaser's failure to comply with its obligations under this clause 70.
- (d) Conditional on the Purchaser complying with its obligations under this clause 70, the parties agree that the Purchaser's payment of the GSTRW Payment in accordance with this clause will satisfy the Purchaser's obligation to pay a portion of the consideration under this contract that is equal to that amount. For the avoidance of any doubt, if and to the extent that the Purchaser does not comply with this clause 70, the Vendor retains the right to payment of the full consideration payable under this contract.

### 70.3 No Merger

This clause 70 does not merge on Completion.

## 71 Trustee Purchaser

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### 71.1 Warranty

- (a) This clause 71 applies if the Purchaser is a trustee of a trust.
- (b) Unless it is disclosed on page 1 of this contract, the Purchaser warrants that it is not entering into this contract as a trustee of a trust.

## 71.2 Purchaser's Warranty

If the Purchaser enters into this contract as a trustee, the Purchaser represents and warrants to the Vendor (in its personal capacity and its capacity as trustee of the trust) that:

- (a) the trust is validly created and exists on the contract date and will exist until Completion;
- (b) the Purchaser is the only trustee of the trust;
- (c) the Purchaser is not, and has never been, in default under the trust deed;
- (d) the Purchaser is personally bound under this contract;
- (e) the Purchaser will disclose the terms of the trust to the Vendor on request;
- (f) no action has been taken, or is proposed to be taken, to remove or retire it as the trustee of the trust;
- (g) no action has been taken, or is proposed to be taken, to terminate the trust;
- (h) the Purchaser possesses unqualified power under the trust to enter into and comply with all of its obligations under this contract and to complete the purchase under this contract;
- (i) the Purchaser has obtained any consent or approval and passed any necessary resolution to enable it to enter into and discharge all of its obligations under this contract;
- (j) the Purchaser has the right to be fully indemnified out of the trust's assets in respect of obligations incurred by it under this contract and it will exercise that right of indemnity;
- (k) the Purchaser will not take any steps to limit its right of indemnity and it will not permit the trust deed for the trust to be amended to limit its right of indemnity;
- (l) the trust's assets are sufficient to satisfy any right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the assets of the trust;
- (m) the trust has the financial capability and capacity to complete this contract or to procure finance to enable Completion of this contract;
- (n) the Purchaser and its directors and other officers have complied with their obligations in connection with the trust;
- (o) it has considered the purpose of this contract and considers the terms of this contract to be fair and reasonable and that entry into this contract is for the benefit of the beneficiaries; and
- (p) the Purchaser holds its interest under this contract:
  - (i) in the proper exercise of its powers under the trust; and
  - (ii) for the benefit of the beneficiaries of objects of the trust;

## 71.3 Limitations

The Purchaser must ensure that between the contract date and the final discharge of its obligations under this contract, none of the following events occur without the Vendor's written consent (such consent will not be unreasonable withheld):

- (a) amendment or revocation of the trust;
- (b) appointment of a new or additional trustee of the trust;
- (c) distribution, resettlement or transfer of the trust assets;
- (d) use of the trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the trust;
- (e) acceleration of the vesting date or termination of the trust; or
- (f) the Purchaser as trustee:
  - (i) incurring a debt;
  - (ii) loaning money;
  - (iii) encumbering a trust asset;

- (iv) combining trust assets;
  - (v) providing a guarantee or indemnity;
  - (vi) compromising a claim in relation to any trust asset;
  - (vii) parting with possession of a trust asset;
  - (viii) delegating any of its trustee's powers; or
  - (ix) increasing its trustee remuneration,
- aside from in the proper exercise of its duties under the trust.

## 72 Miscellaneous

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### 72.1 Entire Agreement

- (a) This contract constitutes the entire agreement of the parties about its subject matter and supersedes all prior communications, agreements, understandings, representations, warranties and negotiations on that subject matter.
- (b) The parties acknowledge and agree that, except as expressly stated in this contract, they have not relied on any undertaking, representation or warranty of any kind made by or on behalf of the other party in relation to the subject matter of this contract.

### 72.2 Counterparts

This contract may be executed in any number of counterparts. Each counterpart is deemed an original and all the counterparts together constitute the one contract.

### 72.3 Electronic Execution and Exchange

- (a) The parties consent to the electronic execution and exchange of this contract and any notices to be served or received under it.
- (b) A party may electronically execute a soft copy of this contract through DocuSign and bind itself to this contract accordingly. This will fulfil any statutory or other requirements (including, but not limited to, requirements pursuant to the *Electronic Transactions Act 2000* (NSW)) for this contract to be in writing and signed by that party.
- (c) It is the parties' intention that:
  - (i) any copy of the contract executed in accordance with this clause 72.3 will constitute an executed original counterpart, and any printed version of that copy of the contract with the relevant signatures appearing will also constitute an executed original counterpart;
  - (ii) where a party prints this contract after all parties that are signing through DocuSign have done so, the first print-out by that party will also be deemed to be an executed original counterpart of this contract; and

each signatory confirms that their signature appearing on this contract, including any printed version of it (regardless of which party printed it), is their personal signature authenticating it.

### 72.4 Obligations

- (a) Each obligation that is imposed on a party by this contract in favour of another is a separate obligation.
- (b) Any provision contained in this contract which binds more than one person binds all of those persons jointly and each of them individually.

### 72.5 Waivers

No failure, delay, relaxation or indulgence by any party in exercising any power or right conferred on the party by this contract will operate as a waiver of such right, nor will any single or partial exercise of it, or the exercise of any other right under this contract.

## 72.6 Severability

- (a) If a provision of this contract is invalid, illegal or unenforceable it must, to the extent that it is invalid, illegal or unenforceable, be treated as severed from this contract.
- (b) Severance of a provision of this contract will not affect the validity and enforceability of the remaining provisions of this contract.

## 72.7 Successors and Assigns Bound

This contract binds and benefits the parties and their respective successors and permitted assigns.

## 72.8 Costs

Each party must pay its own legal costs of and incidental to the preparation, negotiation and Completion of this contract.

## 72.9 Adverse Construction

This contract must not be construed to the disadvantage of a party because that party was responsible for its preparation.

## 72.10 Stamp Duty

- (a) The Purchaser acknowledges and agrees that it will be solely responsible for, and pay, all stamp duty payable (including, but not limited to, fines and penalties, if any) in respect of this contract or any instrument created in connection with it.
- (b) The Purchaser indemnifies the Vendor against all liability relating to the stamp duty, fines and penalties.

## 72.11 Governing Law and Jurisdiction

- (a) This contract is governed by and must be construed in accordance with the laws of the State of New South Wales.
- (b) The parties submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales and the Commonwealth of Australia in respect of all matters or things arising out of this contract.

## 72.12 Variation or Amendment of Contract

This contract may only be varied or amended in writing signed by the parties.

## 72.13 Collection of Information

- (a) The Purchaser acknowledges and agrees that the Vendor may collect the Purchaser's information that is contained in this contract or made available for this contract and the Vendor may disclose such information to:
  - (i) their external service providers including, but not limited, to accountants, insurers and solicitors;
  - (ii) their agents or prospective agents;
  - (iii) their financiers / financial advisors or prospective financiers / financial advisors;
  - (iv) any person or entity with whom the Vendor deals with in connection with their business including, but not limited to, persons who may be overseas.
- (b) Upon exchange of this contract, the Purchaser must provide to the Vendor the following information:
  - (i) copy of photo identification;
  - (ii) contact email address; and
  - (iii) contact phone number.

## **Index of Schedules**

<b>Schedule 1</b>	Title Details
<b>Schedule 2</b>	Draft Deposited Plan
<b>Schedule 3</b>	Draft Instrument
<b>Schedule 4</b>	Disclosure Statement
<b>Schedule 5</b>	Vendor Disclosure Documents
<b>Schedule 6</b>	Requisitions on Title

# **SCHEDULE 1**

<b>Item No.</b>	<b>Address</b>	<b>Title Details</b>
1.	25 Boyd Street, Austral NSW 2179	Lot C in Deposited Plan 411796 Folio Identifier C/411796
2.	29 Kelly Street, Austral NSW 2179	Lot D in Deposited Plan 411796 Folio Identifier D/411796



FOLIO: C/411796

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SEARCH DATE	TIME	EDITION NO	DATE
21/3/2024	12:33 PM	11	27/12/2023

LAND

-----

LOT C IN DEPOSITED PLAN 411796  
 AT HOXTON PARK  
 LOCAL GOVERNMENT AREA LIVERPOOL  
 PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
 TITLE DIAGRAM DP411796

FIRST SCHEDULE

-----

1129 CG PTY LTD (T AT732102)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AT732103 MORTGAGE TO MCH AGENCY SERVICES PTY LTD

NOTATIONS

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UNREGISTERED DEALINGS: PP DP1266662 PP DP1280936 PP DP1280937.

\*\*\* END OF SEARCH \*\*\*



FOLIO: D/411796

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SEARCH DATE	TIME	EDITION NO	DATE
21/3/2024	12:33 PM	6	27/12/2023

LAND

-----

LOT D IN DEPOSITED PLAN 411796  
 AT HOXTON PARK  
 LOCAL GOVERNMENT AREA LIVERPOOL  
 PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
 TITLE DIAGRAM DP411796

FIRST SCHEDULE

-----

1129 CG PTY LTD (T AT732105)

SECOND SCHEDULE (2 NOTIFICATIONS)

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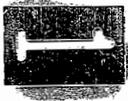
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AT732106 MORTGAGE TO MCH AGENCY SERVICES PTY LTD

NOTATIONS

-----

UNREGISTERED DEALINGS: PP DP1266662 PP DP1280936 PP DP1280937.

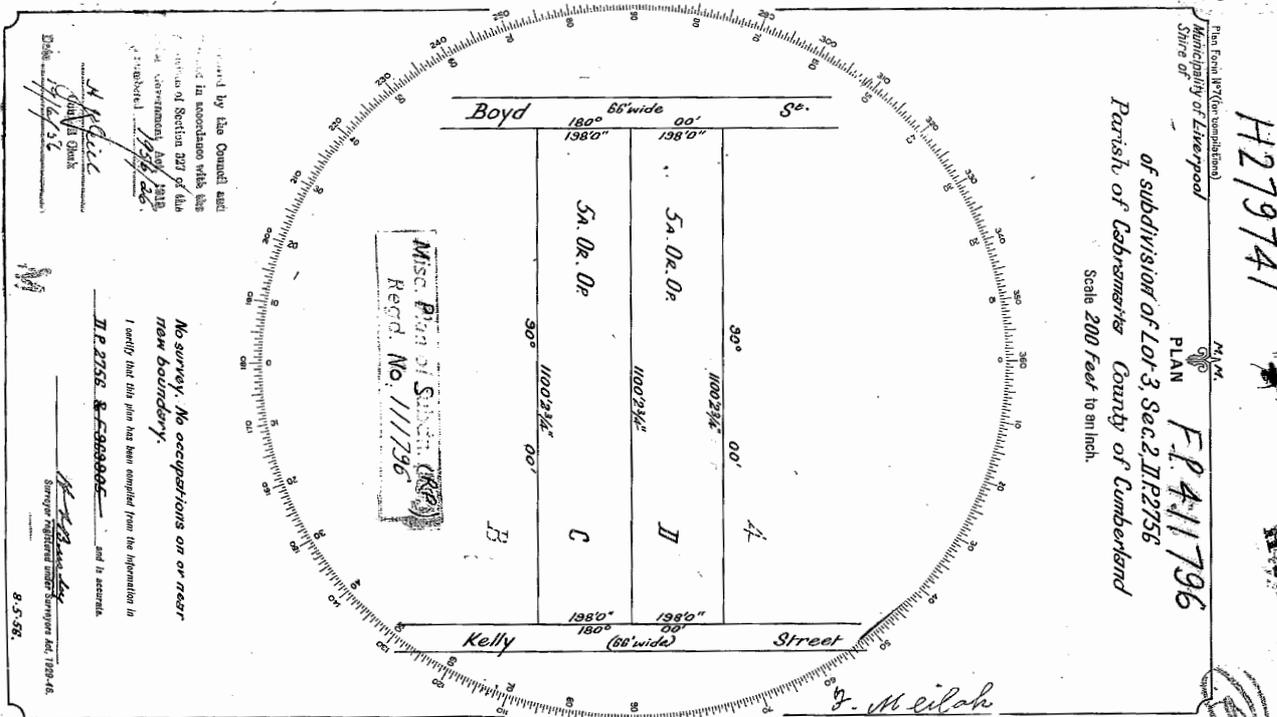
\*\*\* END OF SEARCH \*\*\*



PLAN IN REGISTRAR GENERAL'S OFFICE.  
 AGREEMENTS AND/OR ADDITIONS NOTED ON

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 21st day of April, 1980.

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS	
FEET INCHES	METRES
66 -	20.117
198 -	60.350
1100 -	335.350
AC RD P	HA
5 -	2.023



Approved by the Council and  
 in accordance with the  
 provisions of Section 227 of the  
 Survey Act, 1951.  
 Date 19/6/80

No survey, no occupations on or near  
 new boundary.  
 I certify that this plan has been compiled from the information in  
 T.P. 2756 & F.S. 888805 and is accurate.

8-5-58

This is the plan marked " " referred to in  
 Dated 7th August 1977

Signatures of parties to be made in this margin.  
 Charlie Galbraith  
 Peter Melah

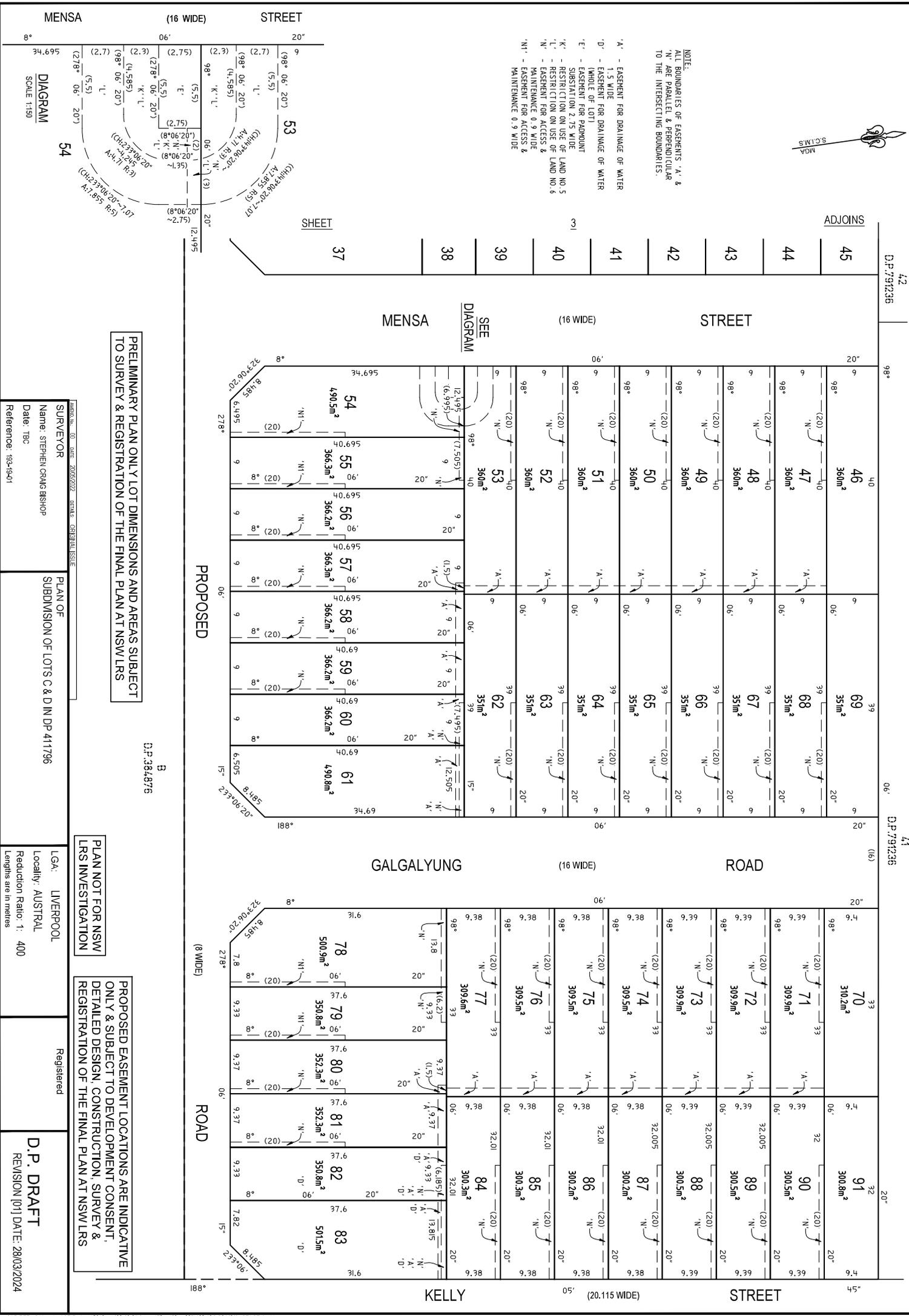
# **SCHEDULE 2**





NOTE:  
ALL BOUNDARIES OF EASEMENTS 'A' & 'N' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING BOUNDARIES.

- 'A' - EASEMENT FOR DRAINAGE OF WATER
- 'D' - EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
- 'E' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- 'K' - RESTRICTION ON USE OF LAND NO 5
- 'L' - RESTRICTION ON USE OF LAND NO 6
- 'N' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
- 'N1' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE



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

PLAN NOT FOR NSW LRS INVESTIGATION

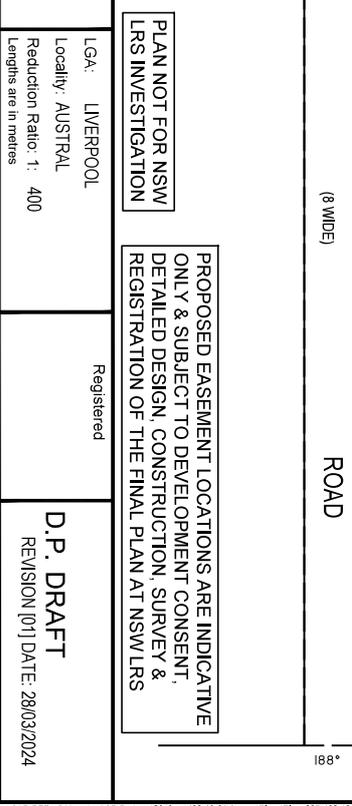
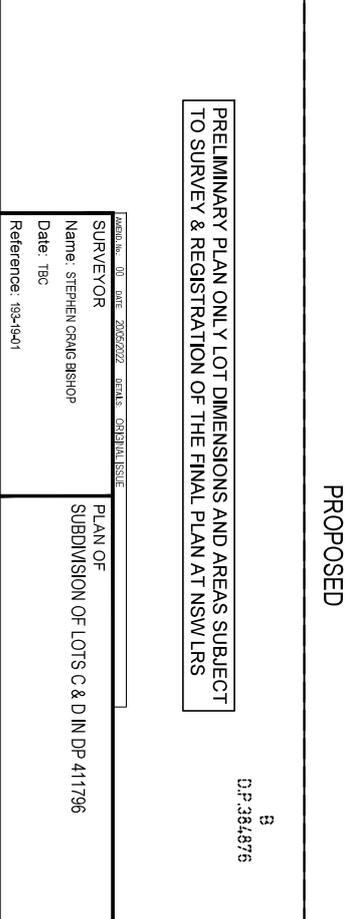
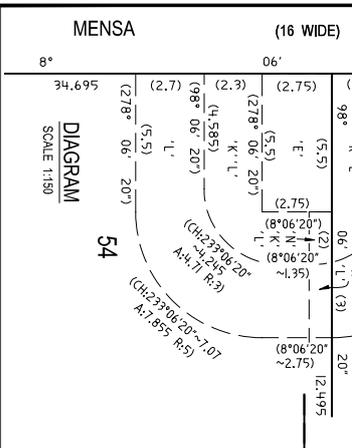
PROPOSED EASEMENT LOCATIONS ARE INDICATIVE ONLY & SUBJECT TO DEVELOPMENT CONSENT, DETAILED DESIGN, CONSTRUCTION, SURVEY & REGISTRATION OF THE FINAL PLAN AT NSW LRS

**SURVEYOR**  
Name: STEPHEN CRAIG BRISHP  
Date: TBC  
Reference: 193-19-01

**PLAN OF SUBDIVISION OF LOTS C & D IN DP 411796**

Registered

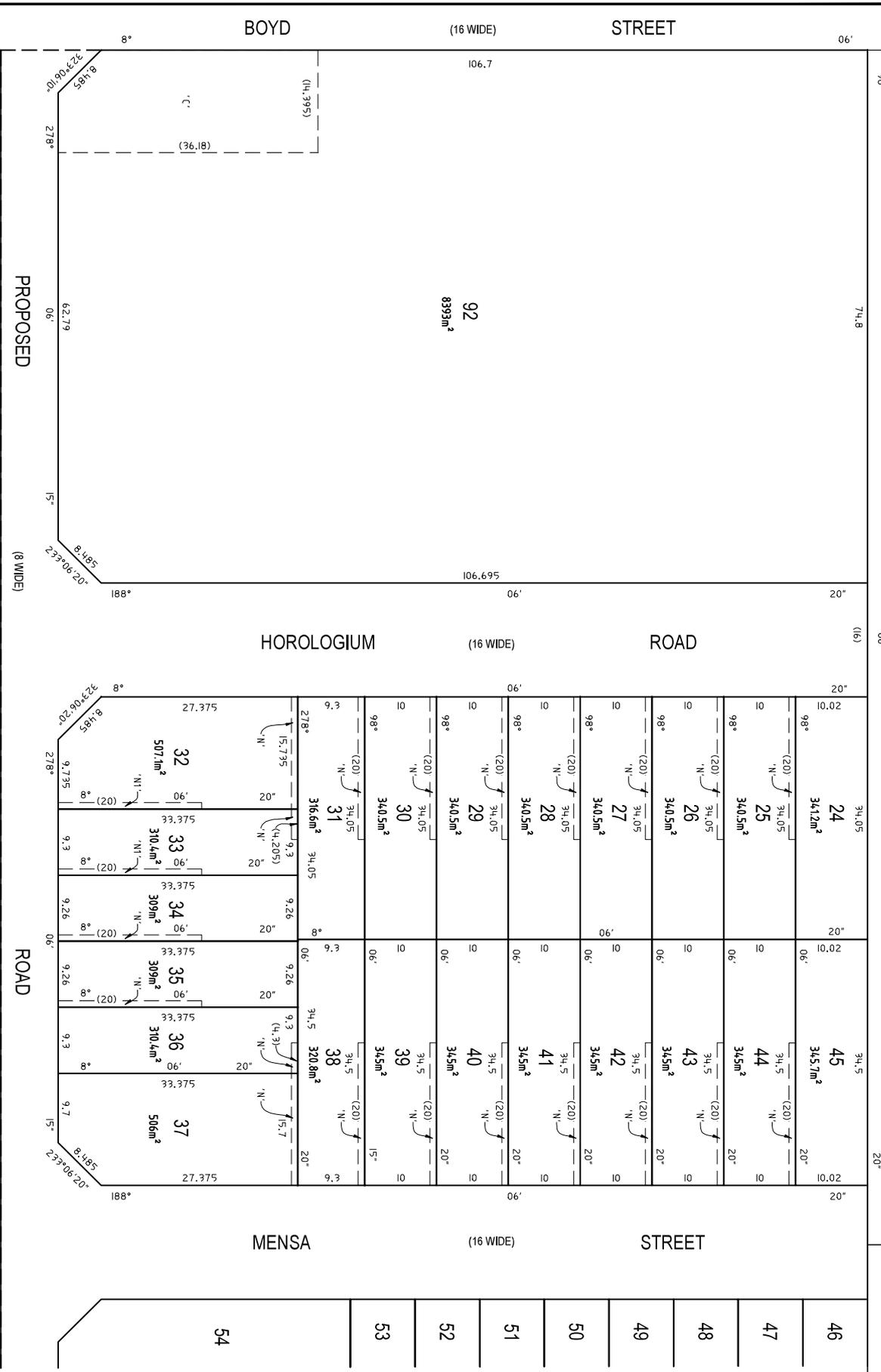
**D.P. DRAFT**  
REVISION [01] DATE: 28/03/2024



4.2  
D.P. 791236

4.1  
D.P. 791236

ADJOINS



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

'C' - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH  
'N' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE  
'N1' - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE

SHEET

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

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

D.P. 384876

PLAN NOT FOR NSW LRS INVESTIGATION

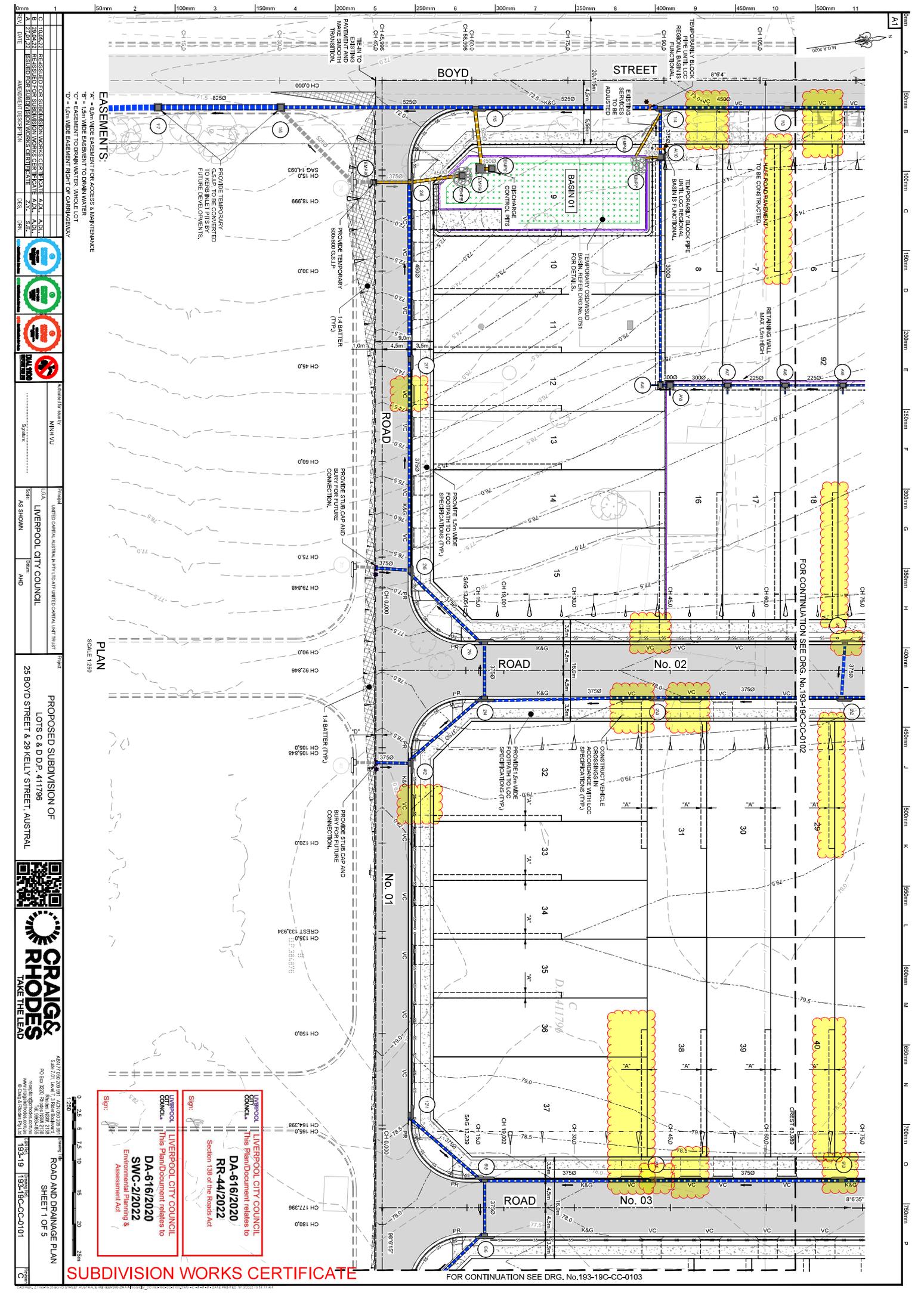
SURVEYOR  
Name: STEPHEN CRAIG BRISHP  
Date: TBC  
Reference: 193-19-01

PLAN OF SUBMISSION OF LOTS C & D IN DP 411796

LGA: LIVERPOOL  
Locality: AUSTRAL  
Reduction Ratio: 1: 400  
Lengths are in metres

Registered

D.P. DRAFT  
REVISION [01] DATE: 28/03/2024



<p>150mm 2 100mm 3 150mm 4 200mm 5 250mm 6 300mm 7 350mm 8 400mm 9 450mm 10 500mm 11</p>	<p>1</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>2</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>3</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>4</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>5</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>6</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>7</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>8</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>9</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>10</p>
<p>DATE: 13/06/2022          REVISION: 1          REVISION DESCRIPTION: AS SHOWN</p>	<p>11</p>

**PROPOSED SUBDIVISION OF LOTS C & D D.P. 411796**  
 25 BOYD STREET & 29 KELLY STREET, AUSTRAL

**CRAIG & RHODES**  
 TAKE THE LEAD

ASB 17/05/2022 9:17:42 AM  
 PO Box 429, Rhodes NSW 1510  
 193-19 193-19C-CC-0101

**LIVERPOOL CITY COUNCIL**  
 This Plan/Document relates to  
**DA-616/2020**  
**RR-44/2022**  
 Section 138 of the Roads Act

**LIVERPOOL CITY COUNCIL**  
 This Plan/Document relates to  
**DA-616/2020**  
**SWC-2/2022**  
 Environmental Planning & Assessment Act

**SUBDIVISION WORKS CERTIFICATE**  
 FOR CONTINUATION SEE DRG. No.193-19C-CC-0103



**LEGEND**

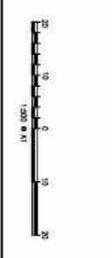
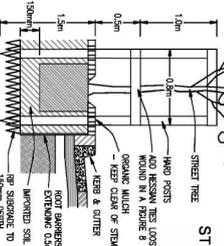
LINTOX WORK  
(TREE LOCATIONS APPROXIMATE ONLY)

DENOTES PROPOSED TREE

DENOTES TYPIC

**STREET TREE PLANTING & GUARD DETAIL**  
KURT TO SCALE

- A. - EASEMENT FOR ACCESS & MAINTENANCE 0.8m WIDE
- B. - EASEMENT TO DRAIN WATER 1.5m WIDE
- C. - EASEMENT TO DRAIN WATER 1.5m WIDE LOT
- D. - EASEMENT TO DRAIN WATER 1.5m WIDE
- E. - EASEMENT FOR SUPPORT 2m WIDE FROM EDGE OF BITUMEN
- F. - EASEMENT FOR SUPPORT 4.5m WIDE FROM EDGE OF BITUMEN



**STREET TREE PLAN OVER PROPOSED SUBDIVISION OF LOTS C & D DP 41796 25 BOYD STREET & 29 KELLY STREET AUSTRAL**



**UNITED CAPITAL AUSTRALIA PTY. LTD**

1501  
16/02/20  
VIC  
LOCAL GOVERNMENT

**CRAIG & RHODES**  
TAKE THE LEAD

193-19 DP 001 021  
-STP

**NOTE:**  
LOT AREAS, DIMENSIONS & EASEMENTS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL AS BUILT SURVEYS, REGULATORY APPROVALS & PLAN REGISTRATION

**LIVERPOOL COUNCIL**  
In accordance with the Environmental Planning and Assessment Act 1979  
DA # 19/20200

**ISSUE FOR DA**

# **SCHEDULE 3**

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

Lengths are in metres

(Sheet 1 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

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

1129 CG Pty Ltd  
Suite 101, 22 Brookhollow Avenue  
Norwest NSW 2153

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Access & Maintenance 0.9 wide (N)	25 26 27 28 29 30 31 32 33 34 35 36 37 59 60	24 25 26 27 28 29 30 31 31 35 36 38 38 60 62

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

Lengths are in metres

(Sheet 2 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 1 (Creation) Continued**

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1 (cont.)	Easement for Access & Maintenance 0.9 wide (N)	61 62 63 64 65 66 67 68 71 72 73 74 75 76 77 78 79	62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 77

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 3 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 1 (Creation) Continued**

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1 (cont.)	Easement for Access & Maintenance 0.9 wide (N)	80 81 82 83 84 85 86 87 88 89 90	81 82 84 84 85 86 87 88 89 90 91
2	Easement for Drainage of Water 1.5 wide (A)	47 48 49 50 51 52 53	46 46 & 47 46 – 48 46 – 49 46 – 50 46 – 51 46 – 52

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 4 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 1 (Creation) Continued**

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
2 (cont.)	Easement for Drainage of Water 1.5 wide (A)	57 58 59 60 61 71 72 73 74 75 76 77 80 81 82 83	46 – 53 46 – 53 & 57 46 – 53 & 57 46 – 53 & 57 46 – 53 & 57 70 70 & 71 70 – 72 70 – 73 70 – 74 70 – 75 70 – 76 70 – 77 70 – 77 & 80 70 – 77 & 80 70 -77 & 80
3	Easement for Access & Maintenance 0.9 wide (N1)	32 33	33 34

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 5 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 1 (Creation) Continued**

<b>Number of item shown in the intention panel on the plan:</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
3 (cont.)	Easement for Access & Maintenance 0.9 wide (N1)	54 55 78 79	55 56 79 80
4	Easement for Padmount Substation 2.75 wide (E)	54	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the Use of Land (K)	Part Lot 53 Part Lot 54  As designated (K)	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on the Use of Land (L)	Part Lot 53 Part Lot 54  As designated (L)	Epsilon Distribution Ministerial Holding Corporation
7	Easement for Drainage of Water variable width(C)	92	Liverpool City Council
8	Easement for Drainage of Water whole lot (D)	82, 83	Liverpool City Council

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 6 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 1 (Creation) Continued**

<b>Number of item shown in the intention panel on the plan:</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
9	Restriction on the Use of Land	82 83 Part Lot 92 Designated (C)	Liverpool City Council
10	Positive Covenant	82 83 Part Lot 92 Designated (C)	Liverpool City Council
11	Restriction on the Use of Land	82 83 Part Lot 92 Designated (C)	Liverpool City Council
12	Positive Covenant	82 83 Part Lot 92 Designated (C)	Liverpool City Council

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 7 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 2 (Terms)**

**Terms of for Access & Maintenance numbered 1 & 3 in the plan**

The proprietor of the lot benefited and persons authorised by him may:

- (a) enter upon the burdened lot but only within the site of this easement.
- (b) do anything reasonably necessary for the purpose of constructing, renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
- (c) remain on the site of this easement for any reasonable time for the said purposes.

In exercising those powers the proprietor of the lot benefited must:

- (a) ensure that all work is done properly and carried out as quickly as practicable; and
- (b) cause as little inconvenience to the proprietor or occupier of the burdened lot; and
- (c) cause as little damage as possible to the burdened lot and any improvement on it and
- (d) restore as nearly as is practicable the burdened lot to its former condition; and
- (e) make good any collateral damage

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council.

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.

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 & 3 in the plan.**

The Owners of the Lots Benefitted.

\_\_\_\_\_

**Terms of Easement for Drainage of Water numbered 2 in the plan**

Terms of Easement for Drainage of Water as per Part 8 Schedule 8 of the Conveyancing Act 1919 as amended.

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.**

The Owners of the Lots Benefitted.

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 8 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 2 (Terms) Continued**

**Terms of Easement for Padmount Substation numbered 4 in the plan**

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

**Terms of Restriction on the Use of Land numbered 6 in the plan**

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

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

\_\_\_\_\_

**Terms of Easement for Drainage of Water numbered 7 & 8 in the plan**

Terms of Easement for Drainage of Water as per Part 8 Schedule 8 of the Conveyancing Act 1919 as amended.

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 & 8 in the plan.**

Liverpool City Council (All costs associated with any such release, variation or modification shall be borne by the applicant)

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 9 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 2 (Terms) Continued**

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

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

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

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

For the purpose of this restriction, 'the system' means the Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 616/2020 and as detailed on the plans approved by Liverpool City Council as Subdivision Works Certificate No. 2/2022 on 05/05/2022 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-xxxxx.

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

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.**

Liverpool City Council (All costs associated with any such release, variation or modification shall be borne by the applicant)

\_\_\_\_\_

**Terms of Positive Covenant numbered 10 in the plan**

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
  - (a) Keep the system clean and free from silt, rubbish and debris
  - (b) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File SWC-2/2022. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 10 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 2 (Terms) Continued**

- (c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
  - (d) Notify Council in writing after each programmed maintenance inspection.
  - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
2. Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
  - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
    - i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
    - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 616/2020 and as detailed on the plans approved by Liverpool City Council as approved Subdivision Works Certificate No. SWC-2/2022 on 05/05/2022 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File SWC-2/2022.

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 11 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 2 (Terms) Continued**

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

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.**

Liverpool City Council (All costs associated with any such release, variation or modification shall be borne by the applicant)

**Terms of Restriction on the Use of Land numbered 11 in the plan**

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

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

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

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System to be constructed and/or installed on the land as required by Development Consent No 616/2020 and as detailed on the plans approved by Liverpool City Council as Subdivision Works Certificate No. SWC-2/2022 on 05/05/2022 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File SWC-2/2022.

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

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.**

Liverpool City Council (All costs associated with any such release, variation or modification shall be borne by the applicant)

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 12 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 2 (Terms) Continued**

**Terms of Positive Covenant numbered 12 in the plan**

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
  - (a) Keep the system clean and free from silt, rubbish and debris
  - (b) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File SWC-1/2020. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
  - (c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
  - (d) Notify Council in writing after each programmed maintenance inspection.
  - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
  
2. Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
  - (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
  - (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
    - i. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
    - ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
  - (c) This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 13 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

**Part 2 (Terms) Continued**

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System constructed and/or installed on the land as required by Development Consent No. 475/2019 and as detailed on the plans approved by Liverpool City Council as approved Subdivision Works Certificate No. SWC-2/2022 on 05/05/2022 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File SWC- 2/2022.

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

**Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.**

Liverpool City Council (All costs associated with any such release, variation or modification shall be borne by the applicant)

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 14 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
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  
Level 41, 8 Parramatta Square  
10 Darcy Street  
Parramatta NSW 2150

Power of attorney: \_\_\_\_\_

EE reference: \_\_\_\_\_

\_\_\_\_\_

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

Lengths are in metres

(Sheet 15 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.

Dated:

Executed on behalf of **LIVERPOOL CITY COUNCIL** by its authorised delegate pursuant to s.377  
*Local Government Act 1993*

\_\_\_\_\_  
Signature of Authorised Delegate

Name of Authorised Delegate (Please Print):.....

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

.....  
Signature of Witness

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

.....  
Address of Witness

APPROVED BY LIVERPOOL CITY 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 or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 16 of 19 Sheets)

Plan: **DP1280936**

Plan of Subdivision of Lots C & D in  
DP411796 covered by Subdivision  
Certificate No.  
Dated:

**EXECUTED** by **1129 CG Pty Ltd**

ACN 662 166 761 in accordance with Section 127  
of the Corporations Act 2001

.....  
Signature of Sole Director/Secretary

.....  
Name of Sole Director/Secretary

.....  
**MORTGAGEE**  
**MCH AGENCY SERVICES PTY LTD**  
(AT32103)

APPROVED BY LIVERPOOL CITY COUNCIL

.....  
Authorised Officer

# **SCHEDULE 4**

# Disclosure Statement – Off the Plan Contracts

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

<b>VENDOR</b>	1129 CG PTY LTD (ACN 662 166 761) ATF 1129 CG UNIT TRUST (ABN 27 543 257 296)
<b>PROPERTY</b>	<i>Lot / Stage as described on the front page of the contract</i> , 29 Kelly Street & 25 Boyd Street, Austral NSW 2179

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

DETAILS			
<b>Completion</b>	The later of 35 days from the contract date & 21 days after service of the registered DP and any other document registered with the registered DP	<b>Refer to clause(s):</b>	60.1
<b>Is there a sunset date?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<b>Can this date be extended?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
<b>Does the purchaser pay anything more if they do not complete on time?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to clause(s): 34.1, 36, 37, 38, 50, 58, 60
<b>Has development approval been obtained?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA-616/2020 as varied, replaced or modified from time to time
<b>Has a principal certifying authority been appointed?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Liverpool City Council
<b>Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	- If the Vendor is not the registered proprietor of the Parcel by the RP date - cl 36 - If the Vendor does not obtain Works Finance by the WF Date - cl 37 - If the Preconditions are not met on or before the Sunset Date - cl 38 - If FIRB approval is not granted to the Purchaser before the FIRB Sunset Date - cl 47 - If the Deposited Plan is not registered on or before the Sunset Date - cl 59

SEE NEXT PAGE

**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/<br>management statement |
| <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with<br>draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/<br>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                                   |  |

# **SCHEDULE 5**

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

**Ref.:** CL32000:152527  
**Ppty:** 50572

**Cert. No.:** 5892

**Applicant:**  
INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

**Receipt No.:** 5900371  
**Receipt Amt.:** 67.00  
**Date:** 27-Mar-2024

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 C DP 411796

**Street Address:** 25 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 (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**  
**State Environmental Planning Policy (Sustainable Buildings) 2022**

DCPs:

**Liverpool Growth Centre Precincts DCP**

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

Draft LEPs:

**N/A**

Draft SEPPs\*:

**N/A**

Draft DCPs:

**N/A**

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

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

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

*Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.*

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

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

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

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

**Home-based child care; Home occupations**

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

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

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

**Any development not specified in item (b)(i) or (b)(ii)**

(c) Additional permitted uses apply to the land:

**Nil**

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

**No**

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

**No**

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

**No**

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

**No**

### 3. Contribution Plans

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

**Liverpool City Council Section 7.11 - Austral and Leppington North Contributions Plan 2021**

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, the name of the region and the Ministerial planning order in which the region is identified:

**Not Applicable**

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

**Western Sydney Growth Areas—Special Contributions Area**

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

#### 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.

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

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

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

have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

## 5. Exempt development

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

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

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

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

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

Nil

## 6. Affected building notices and building product rectification orders\*



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

**No**

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

**No**

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

**No**

## **7. Land reserved for acquisition**

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

**No**

## **8. Road widening and road realignment**

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

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

**No**

(b) An EPI?

**No**

(c) A resolution of the council?

**No**

## **9. Flood related development controls**

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

**No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.**

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

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

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

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

*Note:*

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

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

*Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.*

*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?
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Edmondson Park South DCP 2012	<b>No</b>
	Western Sydney Aerotropolis DCP 2022	<b>No</b>
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	<b>No</b>
	Pleasure Point Bushfire Management Plan	<b>No</b>
<b>Tidal inundation</b>	Nil	<b>No</b>
<b>Subsidence</b>	Nil	<b>No</b>
<b>Acid Sulphate Soils</b>	Liverpool LEP 2008	<b>No</b>
	Liverpool DCP 2008	<b>No</b>
<b>Potentially Contaminated Land</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>Yes</b> , see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
<b>Potentially Saline Soils</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>Yes</b> , see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	<b>No</b>

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land. Any information regarding contamination as Council is aware of, if any, can be found in Clause 23 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

### **11. Bushfire prone land**

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

**No**

### **12. Loose-fill asbestos insulation \***

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

**No**

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

### **13. Mine subsidence\***

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

**No**

### **14. Paper subdivision information\***

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

**No**

### **15. Property vegetation plans\***

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

**No, Liverpool is excluded from the operation of the Native Vegetation Act 2003**

### **16. Biodiversity stewardship sites\***



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

**No**

### **17. Biodiversity certified land\***

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

**Yes, part/all of the land is bio-diversity certified land**

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

### **18. Orders under Trees (Disputes between Neighbours) Act 2006\***

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

**No, Council has not been notified of an order**

### **19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works\***

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

**No**

### **20. Western Sydney Aerotropolis**

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

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

**No**

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

**No**

(b2) Affected by the Windshear Assessment Trigger Area?

**No**

(c) Affected by the Obstacle Limitation Surface Area?

**Yes, refer to Chapter 4 Part 4.3 Section 4.22 of *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* for development control details.**

(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, refer to Chapter 4 Part 4.3 Section 4.19 of *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* for development control details.**

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

## **21. Development consent conditions for seniors housing\***

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

**No**

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

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

**No**

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

**No**

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

**No**

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

### **23. Contaminated land**

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

**No**

(b) Subject to a management order within the meaning of that Act?

**No**

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

**No**

(d) Subject to an ongoing maintenance order within the meaning of that Act?

**No**

(e) Subject of a site audit statement within the meaning of that Act? \*

**No**

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997. This section only checks items under section 59(2)(a)–(e) of the Act and may not include all available contamination information for the site. A section 10.7(5) certificate may provide further information.



Hon John Ajaka  
Chief Executive Officer  
Liverpool City Council

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

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

**Ref.:** CL32000:152528  
**Ppty:** 14170

**Cert. No.:** 5893

**Applicant:**  
INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

**Receipt No.:** 5900372  
**Receipt Amt.:** 67.00  
**Date:** 27-Mar-2024

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 D DP 411796

**Street Address:** 29 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 (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**  
**State Environmental Planning Policy (Sustainable Buildings) 2022**

DCPs:

**Liverpool Growth Centre Precincts DCP**

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

Draft LEPs:

**N/A**

Draft SEPPs\*:

**N/A**

Draft DCPs:

**N/A**

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

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

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

*Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.*

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

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

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

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

**Home-based child care; Home occupations**

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

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

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

**Any development not specified in item (b)(i) or (b)(ii)**

(c) Additional permitted uses apply to the land:

**Nil**

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

**No**

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

**No**

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

**No**

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

**No**

### 3. Contribution Plans

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

**Liverpool City Council Section 7.11 - Austral and Leppington North Contributions Plan 2021**

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, the name of the region and the Ministerial planning order in which the region is identified:

**Not Applicable**

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

**Western Sydney Growth Areas—Special Contributions Area**

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

#### 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.

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

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

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

have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

## 5. Exempt development

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

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

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

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

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

Nil

## 6. Affected building notices and building product rectification orders\*



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

**No**

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

**No**

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

**No**

## **7. Land reserved for acquisition**

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

**No**

## **8. Road widening and road realignment**

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

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

**No**

(b) An EPI?

**No**

(c) A resolution of the council?

**No**

## **9. Flood related development controls**

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

**No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.**

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

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

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

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

*Note:*

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

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

*Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.*

*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?
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>Yes</b>

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 2022	No
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	Yes
	Pleasure Point Bushfire Management Plan	No
<b>Tidal inundation</b>	Nil	No
<b>Subsidence</b>	Nil	No
<b>Acid Sulphate Soils</b>	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
<b>Potentially Contaminated Land</b>	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
<b>Potentially Saline Soils</b>	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	No

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls

relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land. Any information regarding contamination as Council is aware of, if any, can be found in Clause 23 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

### **11. Bushfire prone land**

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

**Yes, part of the land is bushfire prone land**

### **12. Loose-fill asbestos insulation \***

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

**No**

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

### **13. Mine subsidence\***

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

**No**

### **14. Paper subdivision information\***

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

**No**

### **15. Property vegetation plans\***

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

**No, Liverpool is excluded from the operation of the Native Vegetation Act 2003**

### **16. Biodiversity stewardship sites\***



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

**No**

### **17. Biodiversity certified land\***

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

**Yes, part/all of the land is bio-diversity certified land**

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

### **18. Orders under Trees (Disputes between Neighbours) Act 2006\***

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

**No, Council has not been notified of an order**

### **19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works\***

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

**No**

### **20. Western Sydney Aerotropolis**

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

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

**No**

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

**No**

(b2) Affected by the Windshear Assessment Trigger Area?

**No**

(c) Affected by the Obstacle Limitation Surface Area?

**Yes, refer to Chapter 4 Part 4.3 Section 4.22 of *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* for development control details.**

(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, refer to Chapter 4 Part 4.3 Section 4.19 of *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* for development control details.**

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

## **21. Development consent conditions for seniors housing\***

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

**No**

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

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

**No**

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

**No**

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

**No**

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

### **23. Contaminated land**

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

**No**

(b) Subject to a management order within the meaning of that Act?

**No**

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

**No**

(d) Subject to an ongoing maintenance order within the meaning of that Act?

**No**

(e) Subject of a site audit statement within the meaning of that Act? \*

**No**

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997. This section only checks items under section 59(2)(a)–(e) of the Act and may not include all available contamination information for the site. A section 10.7(5) certificate may provide further information.

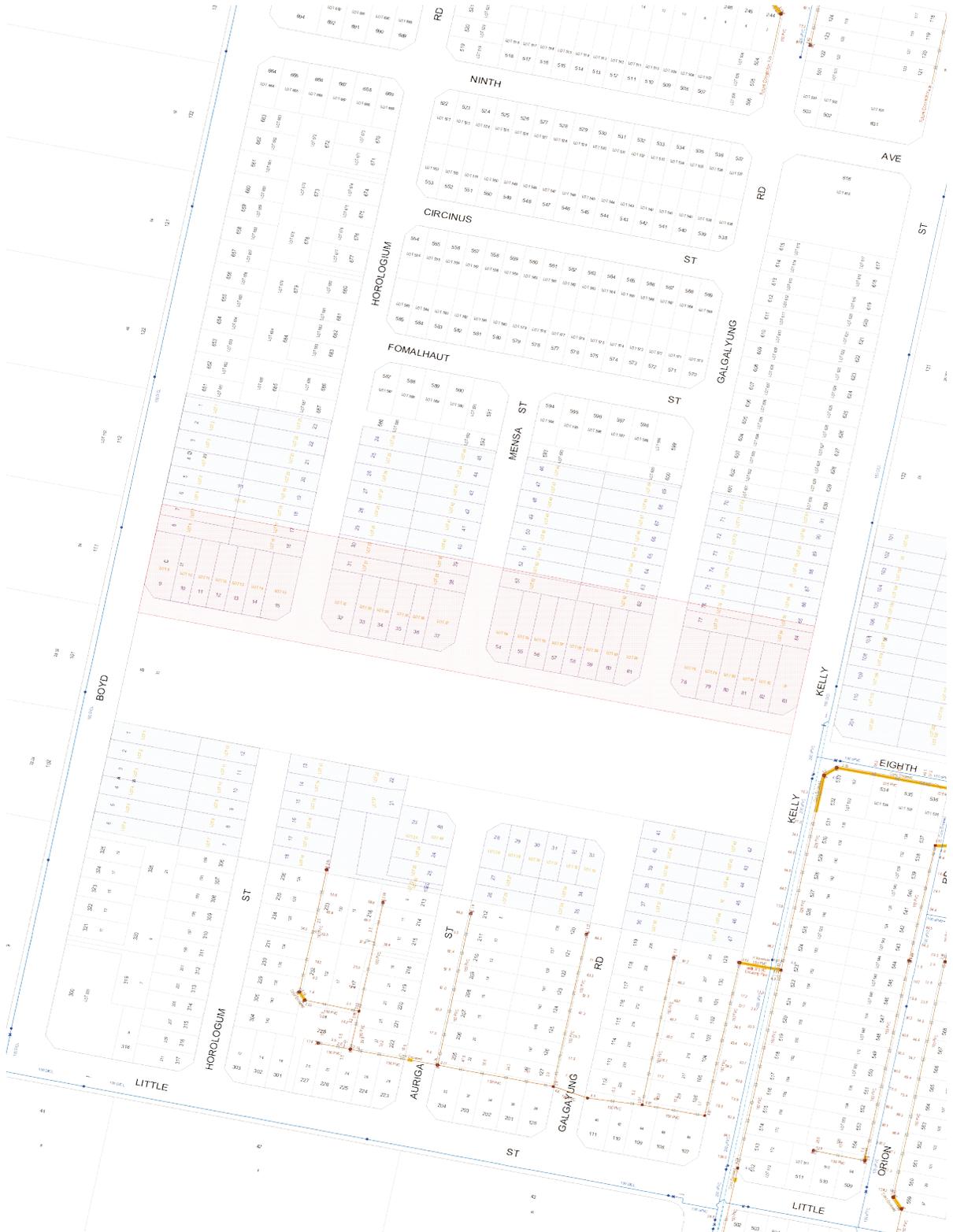


Hon John Ajaka  
Chief Executive Officer  
Liverpool City Council

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

# Service Location Print

Application Number: 8002552385



Document generated at 15-06-2023 03:13:10 PM

**Disclaimer**

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

# Asset Information

## Legend

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

**Disclaimer**

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## Pipe Types

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

15 June 2023

**Infotrack Pty Limited**

**Reference number:** 8002552396

**Property address:** 25 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

A handwritten signature in black ink that reads "J Gray". The signature is fluid and cursive.

Jodie Gray  
Manager Customer Accounts

15 June 2023

**Infotrack Pty Limited**

**Reference number:** 8002552396

**Property address:** 29 Kelly St Austral NSW 2179

**Sewer service diagram is not available**

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

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

Yours sincerely

A handwritten signature in black ink that reads "J Gray". The signature is written in a cursive, flowing style.

Jodie Gray  
Manager Customer Accounts

UNITED CAPITAL AUSTRALIA  
C/ CRAIG AND RHODES PTY LTD  
3 RIDER BLVDE  
RHODES NSW 2138

**NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Council has determined your Development Application No. DA-616/20121 under Sections 4.16, 4.17 & 4.18 of the *Environmental Planning and Assessment Act 1979*.

**APPLICANT:** UNITED CAPITAL AUSTRALIA  
C/ CRAIG AND RHODES PTY LTD

**LAND:** 29 KELLY STREET & 25 BOYD STREET, AUSTRAL 2179  
LOTS D & C DP 411796

**PROPOSED DEVELOPMENT:** Staged Torrens Title subdivision of two existing parcels into a total of 91 residential lots. Stage 1 comprising subdivision to create 68 residential lots (Lots 24 to 91) and a residual lot (Lot 92), construction of 2 temporary detention basins on proposed Lot 92 and Lots 82 & 83, demolition of existing structures, all civil and landscaping works. Stage 2 is the subdivision of Lot 92 and creation of 23 residential (Lots 1 to 23) and Stage 3 is the decommissioning of the detention basin on Lot 9 (Basin 1) and Lots 82 & 83 (Basin 2) upon completion of a regional basin downstream.

**DETERMINATION:** Approved by Delegated Authority

**CONSENT TO OPERATE FROM:** 15 November 2021

**CONSENT TO LAPSE ON:** 15 November 2026 (Unless physically commenced)

**ATTACHMENTS:**

1. Conditions of Approval
- 2A & 2B Section 7.11 Payment Forms
2. Sydney Water Requirements
3. Endeavour Energy Requirements



Before commencing the development please read the Development Consent carefully and make sure you understand all the conditions that have been imposed. Please contact Council if you have any questions.

## DEFINITIONS

AEP	Annual Exceedance Probability
NCC	National Construction Code (formerly Building Code of Australia)
Council	Liverpool City Council
DCP	Liverpool Development Control Plan 2008
DECC	Department of Environment and Climate Change and Water
CC	Construction Certificate
1% AEP Flood	The 1 in 100 year flood
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i>
EP&A Regulation	<i>Environmental Planning and Assessment Regulation 2000</i>
LPI Service	Land and Property Information Service
OC	Occupation Certificate
PCA	Principal Certifying Authority
POEO Act	<i>Protection of the Environment Operations Act 1997</i>
RMS	Roads and Maritime Services



**Customer Service Centre** Ground floor, 33 Moore Street, Liverpool NSW 2170  
**All correspondence to** Locked Bag 7064 Liverpool BC NSW 1871  
**Call Centre** 1300 36 2170 **Email** [lcc@liverpool.nsw.gov.au](mailto:lcc@liverpool.nsw.gov.au)  
**Web** [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au) **NRS** 13 36 77 **ABN** 84 181 182 471

# ATTACHMENT 1 – CONDITIONS OF APPROVAL

Council has imposed the following conditions under the relevant planning instruments and policies.

## A. THE DEVELOPMENT

### Staged Approval

The conditions referenced in the below table apply to each stage of the development as identified.

Stage	Development works	Part Reference	Condition Reference
1	Subdivision of 2 existing allotments to create 68 residential lots (Lots 24 to 91), a residual lot (Lot 92) and construction of 2 temporary detention basin on proposed lot 92 and 82 & 83. All proposed works including new roads, half roads, bulk earthworks, stormwater, retaining walls and tree planting will be constructed in Stage 1.	All Parts	All conditions
2	Subdivision of Lot 92 and creation of 23 residential (Lots 1 to 23) and decommissioning of the detention basin on Lot 9 (Basin 1) and Lots 82 & 83 (Basin 2) upon completion of a regional basin downstream.	All Parts	All conditions
3	Decommissioning of Detention basins once District basins and downstream trunk drainage is completed	All Parts	All conditions

### Approved Plans

1. Development the subject of this determination notice must be carried out strictly in accordance with the following plans/reports marked as follows, except where modified by the undermentioned conditions:

### Plans

Plan Name	Drawing No.	Rev	Date	Prepared by
Proposed Subdivision Plan	193-19P DA01 (02) Subdivision Plan – Stage 1	02	07/07/2021	Craig & Rhodes
Proposed Subdivision Plan	193-19P DA01 (02) Subdivision Plan – Stage 2	02	07/07/2021	Craig & Rhodes
Street Tree Plan	193-19P DA01 (02) Subdivision Plan – STP	02	07/07/2021	Craig & Rhodes

### Reports



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Report	Reference No.	Date	Prepared by
Aboriginal Heritage Due Diligence	PR146063	05 May 2020	rps
Stormwater Management Report	193-19-SWMR-DA-REV A	July 2020	Craig & Rhodes
Preliminary Salinity Assessment Report	32674.2	9 April 2020	Geotest Services
Odour Assessment	N/A	10 February 2020	Todoroski Air Sciences
Waste Management Plan	193-19	July 2020	Craig & Rhodes
Traffic and Parking Assessment	18082	1 July 2020	Varga Traffic Planning
Dam De-Watering Plan	Version 1	N/A	Ecological Australia
Remediation Action Plan	SES_595	8 April 2021	Sullivan Environmental Sciences

#### General Terms of Approval -Sydney Water

- The development shall proceed in accordance with the requirements of Sydney Water dated 14/12/2020 (**Attachment 3**).

#### General Terms of Approval – Endeavour Energy

- All General Terms of Approval issued by Endeavour Energy shall be complied with prior, during, and at the completion of construction, as required in accordance with the General Terms of Approval dated 11/09/2020. (**Attachment 4**)

#### Council Waste-Water Requirements

- The development must provide for a physical sewerage connection to each created residential allotment to enable the method of sewage disposal by gravity reticulation mains to either, Sydney Water branch and trunk sewers or Sydney Water point of treatment. Liverpool City Council will not accept any temporary facilities to service the site, including pump-out wet-wells.

#### Works at no cost to Council

- All roadworks, drainage works and dedications, required to effect the consented development shall be undertaken at no cost to Liverpool City Council.



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## **B. PRIOR TO ISSUE OF A CONSTRUCTION CERTIFICATE**

**The following conditions are to be complied with or addressed prior to the issue of a Construction Certificate by the Principal Certifying Authority.**

### **Fee Payments**

6. Unless otherwise prescribed by this consent, all relevant fees or charges must be paid. Where Council does not collect these payments, copies of receipts must be provided. For the calculation of payments such as Long Service Levy, the payment must be based on the value specified with the Development Application/Construction Certificate.

The following fees are applicable and payable:

- (a) Damage Inspection Fee – relevant where the cost of building work is \$20,000 or more, or a swimming pool is to be excavated by machinery.
- (b) Fee associated with Application for Permit to Carry Out Work Within a Road, Park and Drainage Reserve.
- (c) Long Service Levy – based on 0.35% of the cost of building work where the costing of the CC is \$25,000 or more.

These fees are reviewed annually and will be calculated accordingly.

7. All fees associated with a road opening permit required for the connection, extension or amplification of any services within Council's road reserve must be paid to Council and receipts provided to the PCA. A separate form must be submitted in conjunction with payment of the fees. The fees include the standard road opening permit fee and any restoration fees that may be required as a result of the works.

### **Site Development Work**

8. Site development work in the form of excavation, underpinning or shoring works must not take place, until such time as a CC has been issued.

### **Notification**

9. The certifying authority must advise Council, in writing of:
  - (a) The name and contractor licence number of the licensee who has contracted to do or intends to do the work, or
  - (b) The name and permit of the owner-builder who intends to do the work.

If these arrangements are changed, or if a contract is entered into for the work to be done by a different licensee, Council must be immediately informed.



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### **Retaining Walls on Boundary**

10. All retaining walls shall be of masonry construction and must be wholly within the property boundary, including footings and agricultural drainage lines. Construction of retaining walls or associated drainage works along common boundaries shall not compromise the structural integrity of any existing structures.

Where a retaining wall exceeds 600mm in height, the wall shall be designed by a practicing structural engineer and a construction certificate must be obtained prior to commencement of works on the retaining wall.

### **S138 Roads Act – Minor works in the public road**

11. Prior to the issue of a Construction Certificate, a Section 138 Roads Act application/s, including payment of fees, shall be lodged with Liverpool City Council, as the Roads Authority for any works required in a public road. These works may include but are not limited to:
  - (a) Vehicular crossings (including kerb reinstatement of redundant vehicular crossings),
  - (b) Road opening for utilities and stormwater (including stormwater connection to Council infrastructure), or
  - (c) Road occupancy or road closures.

All works shall be carried out in accordance with the Roads Act approval, the development consent including the stamped approved plans, and Liverpool City Council's specifications.

Note: Approvals may also be required from the Roads and Maritime Service (RMS) for classified roads.

### **S138 Roads Act – roadworks requiring approval of civil drawings – Half Road construction**

12. Prior to the issue of a Construction Certificate for building or subdivision works the Certifying Authority shall ensure that a S138 Roads Act application, including the payment of application and inspection fees, has been lodged with Liverpool City Council (being the Roads Authority under the Roads Act), for provision of **Half Road Construction in Kelly Street and Boyd Street**.

Engineering plans are to be prepared in accordance with the development consent, Liverpool City Council's Design Guidelines and Construction Specification for Civil Works, Austroad Guidelines and best engineering practice.

Note: Where Liverpool City Council is the Certifying Authority for the development the Roads Act approval for the above works may be issued concurrently with the Construction Certificate.



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## Construction Certificate for Subdivision Works

13. Prior to the issue of a Construction Certificate for subdivision works the Certifying Authority shall ensure that engineering plans are consistent with the stamped approved concept plan/s prepared by **Craig & Rhodes**, in the table below and that all subdivision works have been designed in accordance with conditions of this consent, Liverpool City Council's Design Guidelines and Construction Specification for Civil Works, any Roads Act approval issued, Austroad Guidelines and best engineering practice.

Company	Drawing No.	Title	Revision	Date
Craig & Rhodes	193-19C-DA-0001	COVER SHEET, LOCALITY PLAN AND INDEX SHEET	C	6/9/2021
Craig & Rhodes	193-19C-DA-0002	GENERAL NOTES	C	6/9/2021
Craig & Rhodes	193-19C-DA-0003	LEGEND AND ABBREVIATIONS	C	6/9/2021
Craig & Rhodes	193-19C-DA-0004	KEY PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0005	STAGING PLAN - STAGE 1	C	6/9/2021
Craig & Rhodes	193-19C-DA-0006	STAGING PLAN – STAGE 2	C	6/9/2021
Craig & Rhodes	193-19C-DA-0021	DEMOLITION PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0051	BULK EARTHWORKS PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0061	BULK EARTHWORKS SITE SECTIONS SHEET 1 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0062	BULK EARTHWORKS SITE SECTIONS SHEET 2 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0063	BULK EARTHWORKS SITE SECTIONS SHEET 3 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0101	ROAD AND DRAINAGE PLAN SHEET 1 OF 4	C	6/9/2021
Craig & Rhodes	193-19C-DA-0102	ROAD AND DRAINAGE PLAN SHEET 2 OF 4	C	6/9/2021
Craig & Rhodes	193-19C-DA-0103	ROAD AND DRAINAGE PLAN SHEET 3 OF 4	C	6/9/2021
Craig & Rhodes	193-19C-DA-0104	ROAD AND DRAINAGE PLAN SHEET 4 OF 4	C	6/9/2021
Craig & Rhodes	193-19C-DA-0151	ROAD TYPICAL SECTIONS	C	6/9/2021
Craig & Rhodes	193-19C-DA-0201	BOYD STREET LONGITUDINAL SECTION	C	6/9/2021



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Craig & Rhodes	193-19C-DA-0202	KELLY STREET LONGITUDINAL SECTION	C	6/9/2021
Craig & Rhodes	193-19C-DA-0203	ROAD NO.1 LONGITUDINAL SECTION	C	6/9/2021
Craig & Rhodes	193-19C-DA-0204	ROADS NO. 2 & 3 LONGITUDINAL SECTION	C	6/9/2021
Craig & Rhodes	193-19C-DA-0205	ROAD NO. 4 LONGITUDINAL SECTION	C	6/9/2021
Craig & Rhodes	193-19C-DA-0551	TURNING PATH PLAN SHEET 1 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0552	TURNING PATH PLAN SHEET 2 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0553	TURNING PATH PLAN SHEET 3 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0601	SIGNAGE AND LINEMARKING PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0701	EXISTING CATCHMENT PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0702	ULTIMATE CATCHMENT PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0703	INTERIM CATCHMENT PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0704	INTERNAL CATCHMENT PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0751	TEMPORARY OSD/WSUD BASIN 1 PLAN AND SECTIONS	C	6/9/2021
Craig & Rhodes	193-19C-DA-0752	TEMPORARY OSD/WSUD BASIN 2 PLAN AND SECTIONS	C	6/9/2021
Craig & Rhodes	193-19C-DA-0753	TEMPORARY OSD/WSUD BASIN 1 AND BASIN 2 DETAILS	C	6/9/2021
Craig & Rhodes	193-19C-DA-0801	RETAINING WALL PLAN	C	6/9/2021

The Construction Certificate must be supported by engineering plans, calculations, specifications and any certification relied upon.



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### Roads design criteria table

14. Prior to the issue of a Construction Certificate the Certifying Authority shall ensure that the proposed roads have been designed in accordance with Liverpool City Council's Design Guidelines and Construction Specification for Civil Works and the following criteria:

Road No.	Road Reserve Width	Carriageway Width	Verge	Footpath (1.5m wide)	ESA
Kelly Street	Approximately 10m Half Road	5.4m	4.6m	1.5m	3x10 <sup>5</sup>
Boyd Street	Approximately 10m Half Road	4.5m	5.5m	1.5m	3x10 <sup>5</sup>
Road 1	9m Half Road (8m + 1m)	5.5m	3.5m	1.5m	3x10 <sup>5</sup>
Road 2	16m	9m	3.5m	1.5m	3x10 <sup>5</sup>
Road 3	16m	9m	3.5m	1.5m	3x10 <sup>5</sup>
Road 4	16m	9m	3.5m	1.5m	3x10 <sup>5</sup>

### Road Safety Audit

15. A Stage 3 (detailed design) Road Safety Audit (RSA) shall be undertaken on the proposed roadworks by an accredited auditor who is independent of the design consultant. A copy of the RSA shall accompany the design plans submitted with the Construction Certificate or Roads Act application.

Prior to the issue of the Construction Certificate or Roads Act approval, the Certifying Authority shall ensure that the recommendations of the RSA have been addressed in the final design.

### On-Site Detention

16. On-Site Detention shall be provided generally in accordance with the concept plan/s lodged for development approval, prepared by **Craig and Rhodes** as shown below:

Company	Drawing No.	Title	Revision	Date
Craig & Rhodes	193-19C-DA-0001	COVER SHEET, LOCALITY PLAN AND INDEX SHEET	C	6/9/2021
Craig & Rhodes	193-19C-DA-0002	GENERAL NOTES	C	6/9/2021
Craig & Rhodes	193-19C-DA-0003	LEGEND AND ABBREVIATIONS	C	6/9/2021
Craig & Rhodes	193-19C-DA-0004	KEY PLAN	C	6/9/2021



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Craig & Rhodes	193-19C-DA-0005	STAGING PLAN - STAGE 1	C	6/9/2021
Craig & Rhodes	193-19C-DA-0006	STAGING PLAN – STAGE 2	C	6/9/2021
Craig & Rhodes	193-19C-DA-0021	DEMOLITION PLAN	C	6/9/2021
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Craig & Rhodes	193-19C-DA-0062	BULK EARTHWORKS SITE SECTIONS SHEET 2 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0063	BULK EARTHWORKS SITE SECTIONS SHEET 3 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0101	ROAD AND DRAINAGE PLAN SHEET 1 OF 4	C	6/9/2021
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Craig & Rhodes	193-19C-DA-0103	ROAD AND DRAINAGE PLAN SHEET 3 OF 4	C	6/9/2021
Craig & Rhodes	193-19C-DA-0104	ROAD AND DRAINAGE PLAN SHEET 4 OF 4	C	6/9/2021
Craig & Rhodes	193-19C-DA-0151	ROAD TYPICAL SECTIONS	C	6/9/2021
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Craig & Rhodes	193-19C-DA-0205	ROAD NO. 4 LONGITUDINAL SECTION	C	6/9/2021
Craig & Rhodes	193-19C-DA-0551	TURNING PATH PLAN SHEET 1 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0552	TURNING PATH PLAN SHEET 2 OF 3	C	6/9/2021



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Craig & Rhodes	193-19C-DA-0553	TURNING PATH PLAN SHEET 3 OF 3	C	6/9/2021
Craig & Rhodes	193-19C-DA-0601	SIGNAGE AND LINEMARKING PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0701	EXISTING CATCHMENT PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0702	ULTIMATE CATCHMENT PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0703	INTERIM CATCHMENT PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0704	INTERNAL CATCHMENT PLAN	C	6/9/2021
Craig & Rhodes	193-19C-DA-0751	TEMPORARY OSD/WSUD BASIN 1 PLAN AND SECTIONS	C	6/9/2021
Craig & Rhodes	193-19C-DA-0752	TEMPORARY OSD/WSUD BASIN 2 PLAN AND SECTIONS	C	6/9/2021
Craig & Rhodes	193-19C-DA-0753	TEMPORARY OSD/WSUD BASIN 1 AND BASIN 2 DETAILS	C	6/9/2021
Craig & Rhodes	193-19C-DA-0801	RETAINING WALL PLAN	C	6/9/2021

The proposed development and stormwater drainage system shall be designed to ensure that stormwater runoff from upstream properties is conveyed through the site without adverse impact on the development or adjoining properties.

Engineering plans and supporting calculations for the on-site detention system are to be prepared by a suitably qualified person and shall accompany the application for a Construction Certificate.

Prior to the issue of a Construction Certificate the Certifying Authority shall ensure that the on-site detention system has been designed in accordance with Liverpool City Council's Design Guidelines and Liverpool City Council's On-Site Stormwater Detention policy and Technical Specification.

### **Dam De-watering**

17. Prior to the issue of a Construction Certificate, the applicant shall prepare a De-watering Plan for the water body located within the development site. Measures must be taken in line with National Parks and Wildlife Act 1974 and Biodiversity Conservation Act 2016 to ensure that any fauna inhabiting the water body and surrounding vegetation, are treated humanely and relocated before development activities commence.

A qualified ecologist or wildlife carer is required to be present throughout de-watering activities to relocate fauna or take fauna into care where appropriate (i.e. juvenile or nocturnal fauna). Nesting animals should be left in situ until young have fledged and/or left the nest.



## **Inter-allotment Drainage**

18. Inter-allotment drainage shall be provided for all lots that are unable to be drained by gravity to the street system. Inter-allotment drainage is to be constructed with a pit located immediately within the lot boundary of each lot created by the subdivision at the lowest point in the line or a maximum pit spacing of 40m.

## **Water Quality**

19. Prior to the issue of a Construction Certificate, the Certifying Authority shall ensure that details of a stormwater pre-treatment system have been provided on the stormwater plans and that the design meets pollutant retention criteria in accordance Council's Development Control Plan.

The Construction Certificate must be supported by:

- (a) Specification & installation details of the stormwater pre-treatment system
- (b) The approval of an operation and maintenance manual/ schedule for the stormwater pre-treatment system

A copy of the approved operation and maintenance manual/ schedule shall be submitted to Liverpool City Council with notification of the Construction Certificate issue.

## **Flooding**

20. Proposed development shall be in accordance with Civil Engineering drawings Rev.A, Sheets 193-19C-DA-001 to DA-902 dated 06 July 2020 and Stormwater Management Report dated July 2020 by Craig & Rhodes.
21. There shall be no adverse (overland) flooding impact on adjoining upstream & downstream properties due to proposed development. Existing overland flows from adjoining properties shall not be disturbed and be accommodated into the proposed major/minor system of the development for range of storm events up to the 1%AEP ARI storm.
22. Proposed major & minor system shall be designed and sized to capture & convey full developed external upstream catchment flows through the development up to and including the 1 in 100yr ARI storm event. Provision shall be provided for future connection of stormwater drainage system from adjoining development.
23. Major system (roads) shall consider overland flows through the site up to the 100yr ARI storm event with flood depth not exceeding 0.2m & comply velocity\*depth safety criteria to satisfy Council's requirements.
24. Proposed interim OSDs shall control post development storm flow discharges from the development to no greater than the pre-development flow discharges for range of storm events up to the 100yr ARI event.
25. Interim OSDs shall remain and be not decommissioned until regional flood detention & water quality basins of the precinct are constructed.



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26. Detailed design plans & drawings of proposed stormwater drainage works shall be submitted at CC Stage for review and approval.
27. Water quality treatment measures shall be in accordance with the concept proposal and shall treat stormflows before discharging into receiving waters and shall achieve Council's stormwater treatment targets.

### **Hazardous Materials Survey**

28. In compliance with the Remedial Action Plan titled Remedial Action Plan for Proposed Residential Subdivision 25 Boyd Street and 29 Kelly Street, Austral NSW 2179 (Ref. SES\_595, Final) prepared by Sullivan Environmental Sciences Pty Ltd dated 8 April 2021, a Hazardous Building Materials Survey prepared by a suitably qualified consultant is to be conducted for all buildings and structures and provided to the PCA.

### **Provision of Services – Sydney Water**

29. Prior to the issue of a Construction Certificate, an application to obtain a Section 73 Compliance Certificate under the Sydney Water Act 1994, is to be lodged with Sydney Water. To facilitate this, an application must be made through an authorised Water Servicing Coordinator. Please refer to the “building and developing” section of Sydney Water’s web site at [www.sydneywater.com.au](http://www.sydneywater.com.au), or telephone 13 20 92.

Following receipt of the application, a ‘Notice of Requirements’ will detail water and sewer extensions to be built and charges to be paid. Please make early contact with the Coordinator, since building of water/sewer extensions can be time consuming and may impact on other services and building, driveway or landscape design. A copy of the ‘Notice of Requirements’ must be submitted to the PCA, prior to the issue of a Construction Certificate.

### **Provision of Services – Endeavour Energy**

30. Written clearance from Endeavour Energy, stating that electrical services have been made available to the development or that arrangements have been entered into for the provision of services to the development must be submitted to the PCA, prior to the issue of a Construction Certificate.

### **Provision of Services – Telecommunications**

31. Prior to the issue of a Construction Certificate, the Principal Certifying Authority shall be satisfied that telecommunications infrastructure may be installed to service the premises which complies with the following requirements of the Telecommunications Act 1997:
  - a) For a fibre ready facility, the NBN Co’s standard specifications current at the time of installation, and
  - b) For a line that is to connect a lot to telecommunications infrastructure external to the premises, the line shall be located underground.

Unless otherwise stipulated by telecommunications legislation at the time of construction, the development must be provided with all necessary pits and pipes, and conduits to accommodate the future connection of optic fibre technology telecommunications.



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### **Amended Plans**

32. The applicant shall provide amended civil engineering plans addressing the following:
  - a) Proposed surcharge pits 1/6, 4/3 are not supported as all drainage lines are to drain freely via gravity. Provide a low flow pipe and tail out to existing table drain to facilitate a freely draining system on Boyd Street and Kelly Street.
  - b) Proposed stormwater crossing between pits 6/19 and TEMP 5/1 diverts existing catchment to the eastern side of Kelly Street. The catchment is to be maintained on the western side of Kelly Street and discharged to the existing table drain. Surcharge pits are not supported.

## **C. PRIOR TO WORKS COMMENCING**

**The following conditions are to be complied with or addressed prior to works commencing on the subject site/s:**

### **Dilapidation report**

33. Prior to the Commencement of Works a dilapidation report of all infrastructure fronting the development in **Kelly Street and Boyd Street** is to be submitted to Liverpool City Council. The report is to include, but not limited to, the road pavement, kerb and gutter, footpath, services and street trees and is to extend **30m** either side of the development.

### **Construction Traffic Management Plan**

34. A construction traffic management plan (CTMP) prepared by an accredited practitioner is to be submitted to Liverpool City Council's Traffic and Transport Section for endorsement. The CTMP is to outline the need for a Road Occupancy Permit issued by Council or Road Occupancy Permit issued by the Traffic Management Centre.

Works within the road reserve shall not commence until the CTMP has been endorsed.

### **Construction Environmental Management Plan (CEMP)**

35. Prior to commencement of works, a Construction Environmental Management Plan (CEMP) for the development must be provided to the Principal Certifying Authority for approval. The environmental site management measures must remain in place and be maintained throughout the period of the development. The CEMP must address all environmental aspects of the development's construction phases, and include (where relevant), but not be limited to, the following, as well as pots raised in Section 7 Environmental Management of the Remedial Action Plan titled Remedial Action Plan for Proposed Residential Subdivision 25 Boyd Street and 29 Kelly Street, Austral NSW 2179 (Ref. SES\_595, Final) prepared by Sullivan Environmental Sciences Pty Ltd dated 8 April 2021:

- a) Asbestos Management Plan;
- b) Project Contact Information;
- c) Site Security Details;
- d) Timing and Sequencing Information;
- e) Site Soil and Water Management Plan;



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- f) Noise and Vibration Control Plan;
- g) Dust Control Plan;
- h) Air Monitoring;
- i) Odour Control Plan;
- j) Health and Safety Plan;
- k) Waste Management Plan;
- l) Incident management Contingency; and
- m) Unexpected Finds Protocol.

The CEMP must be kept on site for the duration of the works and must be made available to Council Officers upon request.

### **Construction Certificates/ Notification/Principal Certifying Authority**

36. Work on the subdivision shall not commence until:
- a) A Construction Certificate (if required) has been issued,
  - b) A Principal Certifying Authority has been appointed for the project, and
  - c) Any other matters prescribed in the development consent for the subdivision and the Environmental Planning and Assessment Act and Regulation have been complied with.

A Notice of Commencement is to be submitted to Liverpool City Council two (2) days prior to commencement of engineering works or clearing associated with the subdivision.

### **Facilities**

37. Toilet facilities must be available or provided at the work site and must be maintained until the works are completed at a ratio of one toilet plus one additional toilet for every 20 persons employed at the site.

Each toilet must:

- a) be a standard flushing toilet connected to a public sewer, or
- b) have an on-site effluent disposal system approved under the *Local Government Act 1993*, or
- c) be a temporary chemical closet approved under the *Local Government Act 1993*.

### **Site Facilities**

38. Adequate refuse disposal methods and builders storage facilities shall be installed on the site. Builders' wastes, materials or sheds are not to be placed on any property other than that which this approval relates to.



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### **Sign Notice Board**

39. A sign must be erected in a prominent position on the premises on which work is to be carried out. The sign is to be maintained during work, and removed at the completion of work. The sign must state:
- (a) The name, address and telephone number of the principal certifying authority for the work; and
  - (b) The name of the principal contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours; and
  - (c) Unauthorised entry to the premises is prohibited.

### **Security Fence**

40. A temporary security fence to SafeWork NSW (formerly WorkCover Authority) requirements is to be provided to the property during the course of construction.

Note. Fencing is not to be located on Council's reserve area.

### **Construction Requirements**

41. The applicant/ builder shall be responsible to report to the Council any damage to Council's footpath and road carriageway as a consequence of demolition or excavation or building activities or delivery/ departure of materials associated with this site. The damage shall be reported to Council as soon as the damage becomes apparent to the builder/ site manager. Arrangements to the satisfaction of Council are to be made for making safe by temporary repairs to the public way until permanent restoration and repair can be organised with Council.

### **Sydney Water**

42. The approved development must be approved through the 'Sydney Water Tap in' service to determine whether the development will affect any Sydney Water wastewater and water mains, stormwater drains and/or easements, and if any requirements need to be met. A receipt must be provided to Council.

Please refer to the website [www.sydneywater.com.au](http://www.sydneywater.com.au) for more information.

### **Demolition Works**

43. Demolition works shall be carried out in accordance with the following:
- a) Prior to the commencement of any works on the land, a detailed demolition work plan designed in accordance with the Australian Standard AS 2601-2001 – The Demolition of Structures, prepared by a suitably qualified person with suitable expertise or experience, shall be submitted to and approved by Council and shall include the identification of any hazardous materials, method of demolition, precautions to be



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employed to minimise any dust nuisance and the disposal methods for hazardous materials,

- b) Prior to commencement of any works on the land, the demolition Contractor(s) licence details must be provided to Council, and
- c) The handling or removal of any asbestos product from the building/site must be carried out by a NSW Work Cover licensed contractor irrespective of the size or nature of the works. Under no circumstances shall any asbestos on site be handled or removed by a non-licensed person. The licensed contractor shall carry out all works in accordance with NSW Work Cover requirements.

### **Waste Classification and Disposal of Contaminated Soil and Material**

44. All soils and material(s), liquid and solid, to be removed from the site must be analysed and classified by an appropriately qualified and certified consultant, in accordance with the *Protection of the Environment Operations (Waste) Regulation 2014* and related guidelines, in particular the *NSW EPA Waste Classification Guidelines*, prior to off-site disposal.

All waste material(s) must be disposed of at an appropriately licensed waste facility for the specific waste. Receipts for the disposal of the waste must be submitted to the Principal Certifying Authority within 30 days of the waste being disposed of.

All waste must be transported by a contractor licenced to transport the specific waste, and in vehicles capable of carting the waste without spillage and meeting relevant requirements and standards. All loads must be covered prior to vehicles leaving the site.

### **Environmental Management**

45. Adequate soil and sediment control measures shall be installed and maintained. Furthermore, suitable site practices shall be adopted to ensure that only clean and unpolluted waters are permitted to enter Council's stormwater drainage system during construction/demolition. Measures must include, as a minimum:
- a) Siltation fencing;
  - b) Protection of the public stormwater system; and
  - c) Site entry construction to prevent vehicles that enter and leave the site from tracking loose material onto the adjoining public place.

### **Sediment & Erosion Control**

46. Prior to commencement of works sediment and erosion control measures shall be installed in accordance with the approved Construction Certificate and to ensure compliance with the Protection of the Environment Operations Act 1997 and Landcom's publication "Managing Urban Stormwater – Soils and Construction (2004)" – also known as "The Blue Book".

The erosion and sediment control measures shall remain in place and be maintained until all disturbed areas have been rehabilitated and stabilised.



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## **Traffic Control Plan**

47. Prior to commencement of works a Traffic Control Plan including details for pedestrian management, shall be prepared in accordance with AS1742.3 "Traffic Control Devices for Works on Roads" and the Roads and Traffic Authority's publication "Traffic Control at Worksites" and certified by an appropriately accredited Roads and Traffic Authority Traffic Controller.

Traffic control measures shall be implemented during the construction phase of the development in accordance with the certified plan. A copy of the plan shall be available on site at all times.

Note: A copy of the Traffic Control Plan shall accompany the Notice of Commencement to Liverpool City Council.

## **Heritage**

48. Aboriginal objects are protected by the National Parks and Wildlife Act 1974 and a permit is required prior to any works which may harm or have the potential to harm any objects. Where an object is uncovered during works, all works are to cease, the find is to be reported to the NSW Department of Planning, Industry and Environment on 131 555 and an archaeologist is to be engaged to investigate the find.
49. Prior to commencement of works, a heritage induction is to be undertaken by all contractors. The induction is to be provided by an experienced Aboriginal Cultural Heritage expert and instruct all contractors on Aboriginal objects and what to do if an object is identified.

## **D. DURING CONSTRUCTION**

**The following conditions are to be complied with or addressed during construction:**

### **Street Lighting**

50. Street lighting is to be provided for all new and existing streets within the proposed subdivision to Liverpool City Council's standards.

The developer shall submit a Public Lighting Design Brief to Council for approval for the provision of street lighting on all new public roads dedicated to Council. A street lighting design plan must be prepared by an accredited service provider for approval prior to construction. All street lighting must comply with the electricity service provider Street Lighting Policy and illumination requirements and Council's Street Lighting policy.

All costs associated with the installation of street lighting shall be borne by the developer.

### **Major Filling/ Earthworks**

51. All earthworks shall be undertaken in accordance with AS 3798 and Liverpool City Council's Design Guidelines and Construction Specification for Civil Works.



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52. The level of testing shall be determined by the Geotechnical Testing Authority/ Superintendent in consultation with the Principal Certifying Authority.

### **Soil testing - Subdivisions**

53. Soil Testing is to be carried out to enable each lot to be classified according to AS2870 "Residential Slabs and Footings".

### **Removal of dangerous and/or hazardous waste**

54. All dangerous and/or hazardous material shall be removed by a suitably qualified and experienced contractor licensed by SafeWork NSW. The removal of such material shall be carried out in accordance with the requirements of SafeWork NSW and the material shall be transported and disposed of in accordance with NSW Environment Protection Authority

### **Contamination**

55. The development, including all civil works and demolition, must comply with the requirements of the *Contaminated Land Management Act, 1997, State Environmental Planning Policy No. 55 – Remediation of Land*, and *Managing Land Contamination – Planning Guidelines* (Planning NSW/EPA 1998).

### **Imported Fill Material**

56. Filling material must be limited to the following:
- Virgin excavated natural material (VENM)
  - Excavated natural material (ENM) certified as such in accordance with Protection of the Environment Operations (Waste) Regulation 2014; and/or
  - Material subject to a Waste Exemption under Clause 91 and 92 Protection of the Environment Operations (Waste) Regulation 2014 and recognised by the NSW Environment Protection Authority as being "fit for purpose" with respect to the development subject of this application.

Certificates proving that the material imported is ENM or VENM must be provided to the Principal Certifying Authority prior to filling. Certificates are to be provided to Council officers if and when requested.

Fill imported on to the site must be compatible with the existing soil characteristic for site drainage purposes.

### **Record Keeping of Imported Fill**

57. The following records of accepted waste derived fill material must be submitted to the Principal Certifying Authority at the completion of earth works:
- the course (including the address and owner of the source site), nature and quantity of all incoming loads including the date, the name of the carrier, and the vehicle registration,



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- b) Documentation confirming the results of the waste classification assessment carried out on the fill material used in the development, and
- c) the results of any chemical testing undertaken on fill material.

### **Site Remediation Works**

58. The site must be remediated in accordance with;

- a) Remedial Action Plan titled Remedial Action Plan for Proposed Residential Subdivision 25 Boyd Street and 29 Kelly Street, Austral NSW 2179 (Ref. SES\_595, Final) prepared by Sullivan Environmental Sciences Pty Ltd dated 8 April 2021.
- b) State Environmental planning Policy No. 55 – Remediation of Land;
- c) National Environment Protection (Assessment of Site Contamination) Measure (ASC NEPM, 1999 as amended 2013); and
- d) The guidelines in force under the Contaminated Land Management Act 1997.

In compliance with the Remedial Action Plan titled Remedial Action Plan for Proposed Residential Subdivision 25 Boyd Street and 29 Kelly Street, Austral NSW 2179 (Ref. SES\_595, Final) prepared by Sullivan Environmental Sciences Pty Ltd dated 8 April 2021, data gaps will need to be closed prior to or parallel with site remediation include:

- a) Complete a Hazardous Building Materials Survey of all buildings and structures onsite.
- b) Validation beneath buildings/ structure footprints and around the septic tanks for potential contamination
- c) Validate the former operational market garden portion of the site
- d) Characterise surface water and residual sediments within the farm dam.

The applicant must engage an appropriately qualified and experienced environmental consultant to supervise all aspects of site remediation and validation works in accordance with the approved Remedial Action Plan.

Council must be informed in writing of any proposed variation to the remediation works. Council must approve these variations in writing prior to commencement/ recommencement of works.

Note: burial or capping of any contaminated materials identified as part of further assessments is not permitted.

### **Unidentified Contamination**

59. Any new information which comes to light during remediation, demolition or construction works which has the potential to alter previous conclusions about site contamination and remediation must be immediately notified to Council and the Principal Certifying Authority in writing.

A Section 4.55 Application under the EP&A Act shall be made for any proposed works outside the scope of the approved development consent.



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### **Erosion Control – Measures**

60. Erosion and sediment control measures shall remain in place and be maintained until all disturbed areas have been rehabilitated and stabilised.

### **Erosion Control - Stabilisation**

61. All disturbed areas shall be progressively stabilised and/or revegetated so that no areas remain exposed to potential erosion damage for a period of greater than 14 days.

### **Erosion Control - Maintenance**

62. Sediment and erosion control measures are to be adequately maintained during the works until the establishment of grass.

### **Erosion Control**

63. Vehicular access to the site shall be controlled through the installation of wash down bays or shaker ramps to prevent tracking of sediment or dirt onto adjoining roadways. Where any sediment is deposited on adjoining roadways it shall be removed by means other than washing. All material is to be removed as soon as possible and the collected material is to be disposed of in a manner which will prevent its mobilisation.

### **Water Quality**

64. All topsoil, sand, aggregate, spoil or any other material shall be stored clear of any drainage line, easement, water body, stormwater drain, footpath, kerb or road surface and there shall be measures in place in accordance with the approved erosion and sediment control plan.

### **Pollution Control - Site Operations**

65. Building operations such as brick cutting, mixing mortar and the washing of tools, paint brushes, form-work, concrete trucks and the like shall not be performed on the public footway or any other locations which may lead to water pollution.

### **Pollution Control - Truck Movements**

66. The loading and unloading of all vehicles associated with the development must be undertaken within the property boundary of the premises subject to this consent. Measures must be implemented to prevent tracking of sediment by vehicles onto roads. Vehicle loads must be covered when entering and exiting the site with material.

All vehicles involved in the delivery, demolition or construction process departing from the property shall have their loads fully covered before entering the public roadway.

### **Construction Noise and Vibration**

67. Noise and vibration associated with excavation, demolition and construction activities shall comply with the management levels detailed within the 'Interim Construction Noise Guideline' published by the Department of Environment and Climate Change NSW (DECC 2009/265) dated July 2009 and acceptable vibration values prescribed within the Environmental Noise Management Assessing Vibration: A Technical Guideline (Department of Environment and Conservation, 2006).



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## **Air Quality**

68. Dust screens shall be erected and maintained in good repair around the perimeter of the subject land during land clearing, demolition, and construction works.
69. Where operations involve excavation, filling or grading of land, or removal of vegetation, including ground cover, dust is to be suppressed by regular watering until such time as the soil is stabilised to prevent airborne dust transport. Where wind velocity exceeds five knots the Principal Certifying Authority may

All feasible and reasonable noise and vibration mitigation measures shall be implemented and any activities which may exceed the construction noise management levels and vibration criteria shall be identified and managed in accordance with the approved Construction Noise, Vibration Assessment and Management Plan.

## **Major Filling/ Earthworks**

70. All earthworks shall be undertaken in accordance with AS 3798 and Liverpool City Council's Design Guidelines and Construction Specification for Civil Works. The level of testing shall be determined by the Geotechnical Testing Authority/ Superintendent in consultation with the Principal Certifying Authority

## **Soil testing - Subdivisions**

71. Soil Testing is to be carried out to enable each lot to be classified according to AS2870 "Residential Slabs and Footings".

## **F. PRIOR TO ISSUE OF SUBDIVISION CERTIFICATE**

**The following conditions are to be complied with or addressed prior to issue of a Subdivision Certificate by Council:**

### **Section 7.11 Payment: Liverpool Contributions Plan 2014 Austral & Leppington North**

72. As a consequence of this development, Council has identified an increased demand for public amenities and public services. The following payment is imposed in accordance with Liverpool Contributions Plan 2014 Austral and Leppington North as amended.

The total contribution is: **\$2,670,000.00** and will be adjusted at the time of payment in accordance with the contributions plan. The payments for each stage are as follows:

**Stage 1: \$1,980,000.00**

**Stage 2: \$690,000.00**

A breakdown of the contributions payable is provided in the attached payment form. The Contributions Plan may be inspected at Council's Administration Centre, 33 Moore Street, Liverpool or at [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au).

**Note:** Payment must be accompanied by the attached forms (Attachments 2A & 2B).



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### **Special Infrastructure Contribution (SIC)**

73. The applicant is to make a special infrastructure contribution in accordance with any determination made by the Minister administering the *Environmental Planning and Assessment Act 1979* under Section 7.23 of that Act and is in force on the date of this consent and must obtain a certificate to that effect from the Department of Planning (Growth Centres Commission) before a subdivision certificate, is issued in relation to any part of the development to which this consent relates.

### **Completion of subdivision works**

74. Prior to the issue of a Subdivision Certificate, the Principal Certifying Authority shall ensure that all subdivision works required by this consent have been satisfactorily completed or that suitable arrangements have been made with Liverpool City Council for any outstanding works.

### **Stormwater Compliance**

75. Prior to the issue of a Subdivision Certificate the Principal Certifying Authority shall ensure that the:
- a) On-site detention system/s
  - b) Stormwater pre-treatment system/s
    - i. Have been satisfactorily completed in accordance with the approved Construction Certificate and the requirements of this consent.
    - ii. Have met the design intent with regard to any construction variations to the approved design.
    - iii. Any remedial works required to been undertaken have been satisfactorily completed.

Details of the approved and constructed system/s shall be provided as part of the Works-As-Executed drawings.

### **Restriction as to User and Positive Covenant**

76. Prior to the issue of a Subdivision Certificate a restriction as to user and positive covenant relating to the:
- a) On-site detention system/s
  - b) Stormwater pre-treatment system/s

Shall be registered on the title of the property. The restriction as to user and positive covenant shall be in Liverpool City Council's standard wording as detailed in Liverpool City Council's Design and Construction Guidelines and Construction Specification for Civil Works.



### **Rectification of Damage**

77. Prior to the issue of a Subdivision Certificate any damage to Council infrastructure not identified in the dilapidation report, as a result of the development shall be rectified at no cost to Liverpool City Council.

Any rectification works within **Kelly Street and Boyd Street** will require a Roads Act application. The application is to be submitted and approved by Liverpool City Council prior to such works commencing.

### **Roads Act/ Local Government Act**

78. Prior to the issue of a Subdivision Certificate, the Principal Certifying Authority shall ensure that all works associated with a S138 Roads Act approval or S68 Local Government Act approval have been inspected and signed off by Liverpool City Council.

### **Decommissioning of On-Site Sewage Management System/s**

79. Following the decommissioning of the on-site sewage management system, a certificate certifying that the system was decommissioned in accordance with NSW Health Advisory Note 3 – Destruction, Removal or Reuse of Septic Tanks, Collection Wells and Aerated Wastewater Treatment Systems (AWTS) and other Sewage Management Facilities (SMF), shall be submitted to Council. A template decommissioning certificate can be found on Council's website [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au)

### **Connection to Reticulated Sewer**

80. All wastewater generated at the premises must be directed to the reticulated sewerage system. The property owner shall advise Council once connection to the reticulated sewerage system has been completed.

### **Site Contamination Validation Report**

81. After completion of the remedial works, a copy of the Validation Report shall be submitted to the PCA. This Report shall be prepared with reference to the EPA guidelines, Consultants Reporting on Contaminated Sites, and must:
- (a) describe and document all works performed;
  - (b) include results of validation testing and monitoring;
  - (c) include validation results of any fill imported on to the site;
  - (d) outline how all agreed clean-up criteria and relevant regulations have been complied with; and
  - (e) include clear justification as to the suitability of the site for the proposed use and the potential for off-site migration of any residual contaminants.

The Validation Report must be prepared or reviewed and approved by a suitably qualified and experienced contaminated land consultant.



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The report's cover or title page of the document shall include a personalised electronic seal for either the CEnvP(SC) or CPSS CSAM scheme.

The Validation report must verify that the land is suitable for the purposed use(s), and that the remediation and validation of the site has been undertaken in accordance with the approved Remedial Action Plan.

Note: 'Suitably qualified and experienced contaminated land consultant' means someone who is certified under either the Environment Institute of Australia and New Zealand's Certified Environmental Practitioner (Site Contamination) Scheme (CEnvP(SC)) or the Soil Science Australia Certified Professional Soil Scientist Contaminated Site Assessment and Management (CPSS CSAM) Scheme

### **Stormwater Compliance**

82. Prior to the issue of a Subdivision Certificate the Principal Certifying Authority shall ensure that the:
- a) On-site detention system/s
  - b) Stormwater pre-treatment system/s
  - c) On-site detention system/s
  - d) Stormwater pre-treatment system/s
  - e) Overland flow path works
    - i. Have been satisfactorily completed in accordance with the approved Construction Certificate and the requirements of this consent.
    - ii. Have met the design intent with regard to any construction variations to the approved design.
    - iii. Any remedial works required to be undertaken have been satisfactorily completed.

Details of the approved and constructed system/s shall be provided as part of the Works-As-Executed drawings.

### **Linemarking & Signage**

83. Prior to the issue of a Subdivision Certificate, the installation of regulatory / advisory linemarking and signage, plans are to be completed. Signage and Linemarking plans shall be lodged with Liverpool City Council and approved by the Local Traffic Committee.

Notes: Allow eight (8) weeks for approval by the Local Traffic Committee.

### **Street Naming**

84. Prior to the issue of a Subdivision Certificate, an application for proposed street names must be lodged with and approved by Liverpool City Council and the signs erected on-site.

The proposed names must be in accordance with Council's Street Naming Policy.

Note: Allow eight (8) weeks for notification, advertising and approval



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## **Outstanding Works Bond for Temporary Stormwater Pre-Treatment Systems**

85. Prior to the issue of the Subdivision Certificate, an Outstanding Works Bond for the construction, landscaping and implementation of the Bio-retention systems is to be lodged with Liverpool City Council.

The Outstanding Works bond will be refunded once the stormwater pre-treatment treatment system works have been completed to Council's satisfaction and a separate Maintenance Bond has been lodged with Liverpool City Council.

The value of the bonds shall be determined in accordance with Liverpool City Council's Bond Policy. The bond will be administered in accordance with this policy.

## **Subdivision Compliance documentation**

86. Prior to the issue of a Subdivision Certificate the following compliance documentation shall be submitted to the Principal Certifying Authority. A copy of the following documentation shall be provided to Council where Council is not the Principal Certifying Authority:
- a) Work as Executed (WAE) drawings of all civil works. The WAE drawings shall be marked in red on copies of the stamped Construction Certificate drawings signed, certified and dated by a registered surveyor or the design engineer. The Work as Executed drawings shall be prepared in accordance with Council's Design Guidelines. Electronic copies of the WAE shall be provided in DWG format and PDF format to Council along with two hard copies of the WAE plans.
  - b) The WAE drawings shall clearly indicate the 1% Annual Exceedence Probability flood lines (local and mainstream flooding),
  - c) The WAE drawings shall be accompanied by plans indicating the depth of fill for the entire development site. The plans must show, by various shadings or cross hatchings, the depth of any fill within 0.3m depth ranges.
  - d) CCTV footage in DVD format to Council's requirements and a report in "SEWRAT" format for all drainage within future public roads and public land. Inspections are to be carried out in accordance with the Conduit Inspection Reporting Code of Australia WSA 05-2006. Any damage that is identified is to be rectified in consultation with Liverpool City Council.
  - e) Surveyor's Certificate certifying that all pipes and services are located wholly within the property or within appropriate easements and that no services encroach boundaries.
  - f) Documentation for all road pavement materials used demonstrating compliance with Council Design Guidelines and Construction Specification.
  - g) Structural Engineer's construction certification of all structures, and



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h) A Geotechnical Report certifying that all earthworks and road formation have been completed in accordance with AS3798 and Council's Design Guidelines and Construction specifications. The report shall include:

- Compaction reports for road pavement construction,
- Compaction reports for bulk earthworks and lot regrading,
- Soil classification for all residential lots,
- Statement of Compliance.

### **Linen Plans & 88B**

87. To enable a Subdivision Certificate to be issued for submission to the LPI Service, the applicant is required to lodge a separate application along with one (1) original and ten (10) copies of the proposed plan of subdivision and one (1) original and two (2) copies of the proposed 88b instrument (where proposed).
88. The applicant shall pay the standard fee for purpose of subdivision certificate administration of plan checking and release
89. The final plan of subdivision must be supported by an 88B instrument to the approval of Council. The 88B instrument shall properly reflect the requirements of the conditions of development consent, the plans forming part of the consent, and Councils standards, codes and policy's. Part 2 of the 88B instrument shall contain a provision that any easements, right of ways or covenants shall not be extinguished or altered without the written consent of Council.
90. Where common drainage lines or other drainage lines are required, a drainage easement shall be created in accordance with Council's minimum widths as scheduled in councils design specification for subdivisions (as amended).
91. Correct notation concerning easements is required. The prepared 88B Instrument should be forwarded initially to Council. The land value of the easement and costs associated with checking the instrument are to be borne by the applicant. Part 2 of the 88B Instrument shall contain a provision that the easement may not be extinguished or altered without the written consent of Council.

### **Service Providers**

92. The following documentation is to be provided prior to the release of the subdivision certificate:
  - a) Written evidence of suitable arrangements with Sydney Water (Section 73 Compliance Certificate) for the supply of water and sewerage services to the development is to be submitted to the PCA prior to the issue of a Subdivision Certificate.



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Council will not issue a Subdivision Certificate unless the method of sewerage disposal is by gravity reticulation mains to either Sydney Water branch and trunk sewers or Sydney Water point of treatment.

- b) Notification of arrangement for the development from Endeavour Energy shall be submitted to Council.
- c) Written certification from the relevant service providers that the telecommunications infrastructure is installed in accordance with:
  - i) The requirements of the Telecommunications Act 1997;
  - ii) For a fibre ready facility, the NBN Co's standard specifications current at the time of installation; and
  - iii) For a line that is to connect a lot to telecommunications infrastructure external to the premises, the line shall be located underground.

Unless otherwise stipulated by telecommunications legislation at the time of construction, the development must be provided with all necessary pits and pipes, and conduits to accommodate the future connections of optic fibre technology telecommunications

#### **Dilapidation Report**

- 93. Any rectification works required by Council regarding the condition of Council infrastructure shall be undertaken, at full cost to the developer.
- 94. Council's on-street assets should be protected at all times. Any damages should be rectified to Council's satisfaction.

#### **Maintenance Bond**

- 95. A maintenance bond in the form of a bank Guarantee or cash bond (\$TBA), shall be lodged with Council prior to the issue of a Subdivision Certificate. The bond shall cover maintenance and any damage to roads, drainage lines, public reserves or other council property or works required as a result of work not in accordance with Council's standards, and /or development consent conditions. The bond will be held by Council for a minimum period of 6 months from the date of Council acceptance of final works.

#### **Civil works data**

- 96. A collation of attribute data of all civil works shall be provided to Council. The data shall be completed in accordance with Council's 'WAE submission standard' and the excel template 'Inclusion of Attribute Data'. This standard and excel template can be obtained by contacting either Council's Land Development Engineering Department or Asset Planning Department.



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**Web** [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au) **NRS** 13 36 77 **ABN** 84 181 182 471

## H. ADVISORY

- a) Sections 8.2, 8.3, 8.4 & 8.5 of the Environmental Planning and Assessment Act 1979 allow you to request the consent authority to review this determination notice if you are dissatisfied with it or the conditions contained within this determination notice. This right must be exercised within six (6) months from the date of this notice with the appropriate fee.
- b) Under Sections 8.7 & 8.10 of the Environmental Planning and Assessment Act 1979 applicants who are dissatisfied with the outcome of a consent authority have a right of appeal to the Land and Environment Court. This right must be exercised within six (6) months from the date of this notice of determination.
- c) In accordance with Section 4.53 of the Environmental Planning and Assessment Act 1979, unless otherwise stated by a condition of this consent, this consent will lapse unless the development is commenced within five years of the date of this notice.
- d) To confirm the date upon which this consent becomes effective, refer to Section 4.20 of the Environmental Planning and Assessment Act, 1979. Generally, the consent becomes effective from the determination date shown on the front of this notice. However, if unsure applicants should rely on their own enquiries.
- e) To confirm the likelihood of consent lapsing, refer to Section 4.53 of the Act. Generally consent lapses if the development is not commenced within five years of the date of approval. However, if a lesser period is stated in the conditions of consent, the lesser period applies. If unsure applicants should rely on their own enquiries.
- f) In accordance with Sections 8.8 and 8.10 of the Environmental Planning and Assessment Act 1979, an objector who is dissatisfied with the determination of a consent authority to grant consent to a Development Application for Designated Development (including Designated Development that is Integrated Development), may, within 28 days after the date on which the application is taken to have been determined, appeal to the Land and Environment Court.
- g) The approval of this application does not imply or infer compliance with the Disability Discrimination Act and that the applicant should investigate their liability under the Act.
- h) The requirements of all authorities including the Environmental Protection Authority and the Work Cover Authority shall be met in regards to the operation of the development.
- i) Care shall be taken by the applicant and the applicant's agents to prevent any damage to adjoining properties. The applicant or applicant's agents may be liable to pay compensation to any adjoining owner if, due to construction works, damage is caused to such an adjoining property.



j) "DIAL BEFORE YOU DIG"

Underground assets may exist in the area that is subject to your application. In the interest of health and safety and in order to protect damage to third party assets please contact Dial before you dig at [www.1100.com.au](http://www.1100.com.au) or telephone 1100 before excavating or erecting structures (This is the law in NSW). If alterations are required to the configuration, size, form or design of the development upon contact the Dial before You Dig service, an amendment to the development consent (or a new development application) may be necessary. Individuals owe asset owners a duty of care that must be observed when working in the vicinity of plant or assets. It is the individual's responsibility to anticipate and request the nominal location of plant or assets on the relevant property via contacting the Dial before you dig service in advance of any construction or planning activities.

k) TELECOMMUNICATIONS ACT 1997 (COMMONWEALTH)

Telstra (and its authorised contractors) are the only companies that are permitted to conduct works on Telstra's network and assets. Any person interfering with a facility or installation owned by Telstra is committing an offence under the Criminal Code Act 1995 (Cth) and is liable for prosecution. Furthermore, damage to Telstra's infrastructure may result in interruption to the provision of essential services and significant costs. If you are aware of any works or proposed works which may affect or impact on Telstra's assets in any way, you are required to contact: Telstra's Network Integrity Team on Phone Number 1800 810 443.

l) The Liverpool City Council Local Government area soils and ground water may be subject to varying levels of Salinity. Whilst Council may require applicants to obtain Salinity reports relating to some developments, no assessment may be made by Council in that regard. Soil and ground water salinity levels can change over time due to varying factors. It is recommended that all applicants make their own independent inquiries as to appropriate protection against the current and future potential affect of Salinity to ensure the ongoing structural integrity of any work undertaken. Liverpool City Council will not accept any liability for damage occurring to any construction of any type affected by soil and or ground water Salinity.

m) The cost of any necessary adjustments to utility mains and services shall be borne by the applicant.

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Should you have any queries please contact Emmanuel Torres on the phone number shown at the top of this page.



Emmanuel Torres  
Senior Planner  
Development Assessment



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# ATTACHMENT 2A – SECTION 7.11 PAYMENT FORMS

**CONTRIBUTIONS PURSUANT TO SECTION 7.11 OF**  
**THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**  
**Liverpool Contribution Plan 2014 Austral and Leppington North**

**Note to the applicant:** When remitting payment as specified in the Conditions of Consent to the approval, this Form must be submitted with your payment.

**These figures have been calculated to the current CPI Quarter and will be adjusted at the time of payment in accordance with the conditions of consent.**

**APPLICATION NO:** DA-616/2020 – STAGE 1  
**APPLICANT:** United Capital Australia P/L c/o Craig & Rhodes (Ben Rourke)  
**PROPERTY:** 29 Kelly St & 25 Boyd Street, Austral 2174  
Lots C & D DP411796  
**PROPOSAL:** Staged Residential Subdivision of two existing allotments to create 91 Torrens Title Allotments (Stage 1 consists of 68 lots plus 1 residual lot)

<u>Facilities</u>	<u>Amount (\$)</u>	<u>Job No.</u>
<b>Liverpool Contributions Plan 2014 ALN</b>		
Local Community Facilities - Land	\$32,417	GL.3011210001870.10190
Local Recreation - Land	\$1,443,094	GL.3011210001869.10191
Local Recreation - Works	\$0	GL.3011210001869.10192
Local Transport Facilities - Land	\$72,726	GL.3011210001865.10193
Local Transport Facilities - Works	\$0	GL.3011210001865.10194
Local Drainage Facilities - Land	\$416,272	GL.3011210001866.10195
Local Drainage Facilities - Works	\$0	GL.3011210001866.10196
Administration	\$15,491	GL.3011210001872.10197
<b><u>TOTAL</u></b>	<b><u>\$1,980,000</u></b>	

----- **OFFICE USE ONLY** -----

## RECORD OF PAYMENT

Total Amount paid: \_\_\_\_\_ Date: \_\_\_\_\_  
Receipt No.: \_\_\_\_\_ Cashier: \_\_\_\_\_



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# ATTACHMENT 2B – SECTION 7.11 PAYMENT FORMS

**CONTRIBUTIONS PURSUANT TO SECTION 7.11 OF**  
**THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**  
**Liverpool Contribution Plan 2014 Austral and Leppington North**

**Note to the applicant:** When remitting payment as specified in the Conditions of Consent to the approval, this Form must be submitted with your payment.

**These figures have been calculated to the current CPI Quarter and will be adjusted at the time of payment in accordance with the conditions of consent.**

**APPLICATION NO:** DA-616/2020 – STAGE 2  
**APPLICANT:** United Capital Australia P/L c/o Craig & Rhodes (Ben Rourke)  
**PROPERTY:** 29 Kelly St & 25 Boyd St. Austral  
Lots C & D DP411796  
**PROPOSAL:** Staged Residential Subdivision of two existing allotments to create 91 Torrens Title Allotments (Stage - 2 consists of 23 lots plus 1 residual lot)

<u>Facilities</u>	<u>Amount (\$)</u>	<u>Job No.</u>
<b>Liverpool Contributions Plan 2014 ALN</b>		
Local Community Facilities - Land	\$11,297	GL.3011210001870.10190
Local Recreation - Land	\$518,544	GL.3011210001869.10191
Local Recreation - Works	\$0	GL.3011210001869.10192
Local Transport Facilities - Land	\$23,088	GL.3011210001865.10193
Local Transport Facilities - Works	\$0	GL.3011210001865.10194
Local Drainage Facilities - Land	\$132,153	GL.3011210001866.10195
Local Drainage Facilities - Works	\$0	GL.3011210001866.10196
Administration	\$4,918	GL.3011210001872.10197
<b><u>TOTAL</u></b>	<b><u>\$690,000</u></b>	

----- **OFFICE USE ONLY** -----

## RECORD OF PAYMENT

Total Amount paid: \_\_\_\_\_ Date: \_\_\_\_\_

Receipt No.: \_\_\_\_\_ Cashier: \_\_\_\_\_



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# ATTACHMENT 3: GENERAL TERMS OF APPROVAL - SYDNEY WATER



14 December 2020

Our Ref: 182454

**Emmanuel Torres**  
Council Assessing Officer  
Liverpool City Council  
[torrese@liverpool.nsw.gov.au](mailto:torrese@liverpool.nsw.gov.au)

## RE: Development Application DA-616/220 at 29 Kelly Street, Austral

Sydney Water sincerely apologise for the delay in response and thank you for notifying us of DA-616/2020 at 29 Kelly Street, Austral which proposes the Torrens title subdivision to create 91 residential lots including demolition, civil and landscaping works. Sydney Water has reviewed the application based on the information supplied and provides the following comments to assist in planning the servicing needs of the proposed development.

### Water Servicing

- Potable water servicing should be available via a 150mm CICL watermain (laid in 1965) on Kelly Street.
- Amplifications and/or extensions may be required to service the proposed lots.

### Wastewater Servicing

Sydney Water is committed to servicing the existing and future needs of developers and the community in the South West Growth Area. A review is underway for delivery of the ultimate wastewater servicing solution for the Austral-Leppington precincts with a view to meeting revised population, growth and service demand. The change in scope and funding requires additional approvals, resulting in a change to the previously announced delivery timeframes of Dec 2021 for the ultimate solution.

When the ultimate servicing solution is confirmed our investment timescales for infrastructure in South Western Sydney will be announced to the Council. This is anticipated to be by **early 2021**. Sydney Water will work with developers to design interim solutions to meet their servicing requirements in a timely way, where feasible.

We are working closely with developers, to identify and expedite interim servicing solutions, while ultimate servicing plans and funding for this growth precinct are confirmed. **Sydney Water advises that the proponent continues to liaise with Sydney Water under their existing Feasibility application – CN 182454 to investigate initial staged servicing requirement opportunities where applicable.**

This advice is not formal approval of our servicing requirements. Detailed requirements, including any potential extensions or amplifications, will be provided once the development is referred to Sydney Water for a Section 73 application. More information about the Section 73 application process is available on our web page in the [Land Development Manual](#).

Sydney Water Corporation ABN 49 776 225 038  
1 Smith St Parramatta 2150 | PO Box 399 Parramatta 2124 | DX 14 Sydney | T 13 20 92 | [www.sydneywater.com.au](http://www.sydneywater.com.au)  
Delivering essential and sustainable water services for the benefit of the community



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If you require any further information, please contact the Growth Planning Team at [urbangrowth@sydneywater.com.au](mailto:urbangrowth@sydneywater.com.au).

Yours sincerely,



**Kristine Leitch**  
Growth Intelligence Manager  
City Growth and Development, Business Development Group  
Sydney Water, 1 Smith Street, Parramatta NSW 2150

# ATTACHMENT 4: GENERAL TERMS OF APPROVAL - ENDEAVOUR ENERGY



Chief Executive Officer  
Liverpool City Council

11 September 2020

**ATTENTION: Emmanuel Torres**

Dear Sir or Madam

I refer to the referral of 31 August 2020 from NSW Planning, Industry & Environment regarding NSW Government concurrence and referral request CNR-11798 for Liverpool City Council Development Application DA-616/2020 at 29 KELLY STREET & 25 BOYD STREET AUSTRAL 2179 (Lots C & D DP 411796) for 'Torrens title subdivision to create 91 residential lots including demolition, civil and landscaping works'. Submissions need to be made to Council by 21 September 2020.

As shown in the below site plan from Endeavour Energy's G/Net master facility model (and extracts from Google Maps Street View) there are:

- No easements over the site benefitting Endeavour Energy (active easements are indicated by red hatching).
- Three low voltage overhead service conductors coming from the opposite sides of the roads using a combination of Common use / Telstra owned and customer owned / private poles (indicated by the green circles) providing the customer connection points for the existing premises. These will become redundant assets if the proposed development proceeds.

Please note the location, extent and type of any electricity infrastructure, boundaries etc. shown on the plan is indicative only. In addition it must be recognised that the electricity network is constantly extended, augmented and modified and there is a delay from the completion and commissioning of these works until their capture in the model. Generally (depending on the scale and/or features selected), low voltage (normally not exceeding 1,000 volts) is indicated by blue lines and high voltage (normally exceeding 1,000 volts but for Endeavour Energy's network not exceeding 132,000 volts / 132 kV) by red lines (these lines can appear as solid or dashed and where there are multiple lines / cables only the higher voltage may be shown). This plan only shows the Endeavour Energy network and does not show electricity infrastructure belonging to other authorities or customers owned electrical equipment beyond the customer connection point / point of supply to the property. This plan is not a 'Dial Before You Dig' plan under the provisions of Part 5E 'Protection of underground electricity power lines' of the *Electricity Supply Act 1995* (NSW).

The low voltage overhead service conductor going to southern part of the Kelly Street road frontage of Lot C DP 411796 encroaches 33 Kelly Street (Lot B DP 384876) These service mains encroachments are generally old legacies that are rarely covered by any easements. According to Endeavour Energy's Regional Services, they occur in older above ground areas of the network but are not allowed for a new development unless provided with a suitable easement.

Although not held under easement, these are protected assets and deemed to be lawful for all purposes under Section 53 'Protection of certain electricity works' of the *Electricity Supply Act 1995* (NSW). Essentially this means the owner or occupier of the land cannot take any action in relation to the presence in, on or over the land of electricity works ie. the electricity infrastructure cannot be removed to rectify the encroachment.



51 Huntingwood Drive, Huntingwood, NSW 2148  
PO Box 811, Seven Hills, NSW 1730  
T: 133 718

[endeavourenergy.com.au](http://endeavourenergy.com.au)

ABN 11 247 365 823



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Subject to the foregoing and the following recommendations and comments Endeavour Energy has no objection to the Development Application.

- Network Capacity / Connection

Endeavour Energy has noted that the Development Application is supported by a Public Infrastructure Report addressing in detail the suitability of the site for the development in regard to whether electricity services are available and adequate for the development and includes as Annexure B a copy of Endeavour Energy Technical Review Request Ref: ENL3601 – 2014/02306/001 dated 13 January 2020.

As indicated in the Technical Review Request, in due course the applicant for the proposed development of the site will need to submit an application for connection of load via Endeavour Energy's Network Connections Branch to carry out the final load assessment and the method of supply will be determined. Depending on the outcome of the assessment, any required padmount substation/s will need to be located within the property (in a suitable and accessible location) and be protected (including any associated cabling) by an easement and associated restrictions benefiting and gifted to Endeavour Energy. Please refer to the attached copies of Endeavour Energy's:

- Mains Design Instruction MDI 0044 'Easements and Property Tenure Rights'.
- Guide to Fencing, Retaining Walls and Maintenance Around Padmount Substations.

Further details are available by contacting Endeavour Energy's Network Connections Branch via Head Office enquiries on telephone: 133 718 or (02) 9853 6666 from 8am - 5:30pm or on Endeavour Energy's website under 'Home > Residential and business > Connecting to our network' via the following link:

<http://www.endeavourenergy.com.au/>.

Alternatively the applicant should engage a Level 3 Accredited Service Provider (ASP) approved to design distribution network assets, including underground or overhead. The ASP scheme is administered by Energy NSW and details are available on their website via the following link or telephone 13 77 88:

<https://energy.nsw.gov.au/government-and-regulation/legislative-and-regulatory-requirements/asp-scheme-and-contestable-works>.

- Network Asset Design

Endeavour Energy's Company Policy 9.2.5 'Network Asset Design', includes the following requirements for electricity connections to new urban subdivision / development:

### 5.11 Reticulation policy

#### 5.11.1 Distribution reticulation

In order to improve the reliability performance of and to reduce the operating expenditure on the network over the long term the company has adopted the strategy of requiring new lines to be either underground cables or where overhead is permitted, to be predominantly of covered or insulated construction. Notwithstanding this strategy, bare wire overhead construction is appropriate and permitted in some situations as detailed below.

In areas with the potential for significant overhanging foliage, CCT is used to provide increased reliability as it is less susceptible to outages from wind-blown branches and debris than bare conductors. CCT must only be used in treed<sup>2</sup> areas as the probability of a direct lightning strike is low. In open areas where the line is not shielded from a direct lightning strike, bare conductors must generally be used for 11kV and 22kV reticulation.

Non-metallic Screened High Voltage Aerial Bundled Cable (NMSHVABC) must be used in areas which are heavily treed and where it is not practicable to maintain a tree clearing envelope around the conductors.

<sup>2</sup> A "treed" area is one with a substantial number of trees adjacent to the line, in each span. In these situations CCT is used to provide increased reliability as it is less susceptible to outages from wind-blown



#### 5.11.1.1 Urban areas

Reticulation of new residential subdivisions will be underground. In areas of low bushfire consequence, new lines within existing overhead areas can be overhead, unless underground lines are cost justified or required by either environmental or local council requirements.

Where underground reticulation is required on a feeder that supplies a mixture of industrial, commercial and/or residential loads, the standard of underground construction will apply to all types of load within that development.

Where ducting is used, adequate spare ducts and easements must be provided at the outset to cover the final load requirements of the entire development plan.

Extensions to the existing overhead 11kV/22kV network must generally be underground. Bare wire will be used for conductor replacements and augmentations except in treed areas where CCT or NMSHVABC must be used.

Extensions to the existing overhead LV network and augmentations must either be underground or ABC. Conductor replacements greater than 100m in route length must utilise aerial bundled cable.

- Earthing

The construction of any building or structure (including fencing, signage, flag poles, hoardings etc.) whether temporary or permanent that is connected to or in close proximity to Endeavour Energy's electrical network is required to comply with Australian/New Zealand Standard AS/NZS 3000:2018 'Electrical installations' as updated from time to time. This Standard sets out requirements for the design, construction and verification of electrical installations, including ensuring there is adequate connection to the earth. It applies to all electrical installations including temporary builder's supply / connections.

Inadequate connection to the earth to allow a leaking / fault current to flow into the grounding system and be properly dissipated places persons, equipment connected to the network and the electricity network itself at risk from electric shock, fire and physical injury. The earthing system is usually in the form of an earth electrode consisting of earth rods or mats buried in the ground. It should be designed by a suitably qualified electrical engineer / ASP following a site-specific risk assessment having regard to the potential number of people could be simultaneously exposed, ground resistivity etc.

For details of the ASP scheme please refer to the above point 'Network Capacity / Connection'.

- Location of Electricity Easements / Prudent Avoidance

The incorporation of electricity easements into privately owned lots is generally problematic for both Endeavour Energy and the future landowners and requires additional easement management to ensure no uncontrolled activities / encroachments occur within the easement area.

Accordingly Endeavour Energy's recommendation is that whenever reasonably possible, easements be entirely incorporated into public reserves and not burden private lots. Endeavour Energy's preference is to have continuity of its easements over the most direct and practicable route affecting the least number of lots as possible.

This is also in keeping with a policy of prudent avoidance. In practical terms this means that when designing new transmission and distribution facilities, consideration is given to reducing exposure and increasing separation distances to more sensitive uses such as residential or schools, pre-schools, day care centres or where potentially a greater number of people are regularly exposed for extended periods of time.

These emissions are usually not an issue but with Council's permitting or encouraging development with higher density, reduced setbacks and increased building heights, but as the electricity network operates 24/7/365 (all day, every day of the year), the level of exposure can increase.



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Endeavour Energy believes that irrespective of the zoning or land use, applicants (and Council) should also adopt a policy of prudent avoidance by the siting of more sensitive uses eg. the office component of an industrial building, away from and less susceptible uses such as garages, non-habitable or rooms not regularly occupied eg. storage areas in a commercial building, towards any electricity infrastructure – including any possible future electricity infrastructure required to facilitate the proposed development.

Where development is proposed in the vicinity of electricity infrastructure, Endeavour Energy is not responsible for any amelioration measures for such emissions that may impact on the nearby proposed development.

Please find attached a copy of Energy Networks Association's 'Electric & Magnetic Fields – What We Know' which can also be accessed via their website at <https://www.energynetworks.com.au/electric-and-magnetic-fields> and provides the following advice:

*Electric fields are strongest closest to their source, and their strength diminishes rapidly as we move away from the source.*

*The level of a magnetic field depends on the amount of the current (measured in amps), and decreases rapidly once we move away from the source.*

Typical magnetic field measurements associated with Endeavour Energy's activities and assets given the required easement widths, safety clearances etc. and having a maximum voltage of 132,000 volt / 132 kV, will with the observance of these separation distances not exceed the recommended magnetic field public exposure limits.

- **Vegetation Management**

The planting of large trees in the vicinity of electricity infrastructure is not supported by Endeavour Energy. Suitable planting needs to be undertaken in proximity of electricity infrastructure (including any new electricity infrastructure required to facilitate the proposed development). Larger trees should be planted well away from electricity infrastructure and even with underground cables, be installed with a root barrier around the root ball of the plant.

Landscaping that interferes with electricity infrastructure could become a potential safety risk, restrict access, reduce light levels from streetlights or result in the interruption of supply may become subject to Endeavour Energy's Vegetation Management program and/or the provisions of the Electricity Supply Act 1995 (NSW) Section 48 'Interference with electricity works by trees' by which under certain circumstances the cost of carrying out such work may be recovered.

- **Dial Before You Dig**

Before commencing any underground activity the applicant is required to obtain advice from the **Dial Before You Dig 1100** service in accordance with the requirements of the Electricity Supply Act 1995 (NSW) and associated Regulations. This should be obtained by the applicant not only to identify the location of any underground electrical and other utility infrastructure across the site, but also to identify them as a hazard and to properly assess the risk.

- **Removal of Electricity Supply**

Approval for the permanent disconnection and removal of supply must be obtained from Endeavour Energy's Network Connections Branch (contact via Head Office enquiries on telephone: 133 718 or (02) 9853 6666 from 8am - 5:30pm) by Accredited Service Providers (ASP) with the relevant class of Authorisation for the type of work being carried out. The work could involve:

- The disconnection and removal of an underground service cable or overhead service line,
- Removal of metering equipment.



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The written request must be submitted to Endeavour Energy using Form FPJ4603 'Permission to Remove Service / Metering by Authorised Level 2 Accredited Service Provider' which must be accompanied by Notification of Service Works (NOSW) forms provided as a result of service work activity performed by a Level 2 ASP. The retailer must also provide written agreement for the permanent removal of supply.

For details of the ASP scheme please refer to the above point 'Network Capacity / Connection'.

- Demolition

Demolition work is to be carried out in accordance with Australian Standard AS 2601—2001: 'The demolition of structures' as updated from time to time. All electric cables or apparatus which are liable to be a source of danger, other than a cable or apparatus used for the demolition works shall be disconnected ie. the existing customer service lines will need to be isolated and/or removed during demolition. Appropriate care must be taken to not otherwise interfere with any electrical infrastructure on or in the vicinity of the site eg. streetlight columns, power poles, overhead power lines and underground cables etc.

- Site Remediation

Endeavour Energy has noted that the Remedial Works Action Plan does not appear to refer to the timber power poles on the road verge and on the site or identify them as a potential contamination source or area of environmental concern.

Endeavour Energy's Environmental Business Partner section have advised that the remediation of soils or surfaces impacted by various forms of electricity infrastructure is not uncommon but is usually not significant eg. transformer oil associated with leaking substations, pole treatment chemicals at the base of timber poles etc. The method of remediation is generally the removal of the electricity infrastructure, removal of any stained surfaces or excavation of any contaminated soils and their disposal at a licensed land fill. The decommissioning and removal of the redundant electricity infrastructure will be dealt with by Endeavour Energy's Network Connections Branch as part of the application for the connection of load for the new development (please refer to the above point 'Network Capacity / Connection').

If the applicant has any concerns over the remediation of soils impacted by redundant electricity infrastructure they should contact Environmental Business Partner section via Head Office enquiries on telephone: 133 718 or (02) 9853 6666 from 9am - 4:30pm.

- Public Safety

Workers involved in work near electricity infrastructure run the risk of receiving an electric shock and causing substantial damage to plant and equipment. I have attached Endeavour Energy's public safety training resources, which were developed to help general public / workers to understand why you may be at risk and what you can do to work safely. The public safety training resources are also available via Endeavour Energy's website via the following link:

<http://www.endeavourenergy.com.au/wps/wcm/connect/ee/nsw/nsw+homepage/communitynav/safety/safety+brochures> .

If the applicant has any concerns over the proposed works in proximity of the Endeavour Energy's electricity infrastructure to the road verge / roadway, as part of a public safety initiative Endeavour Energy has set up an email account that is accessible by a range of stakeholders across the company in order to provide more effective lines of communication with the general public who may be undertaking construction activities in proximity of electricity infrastructure such as builders, construction industry workers etc. The email address is [Construction.Works@endeavourenergy.com.au](mailto:Construction.Works@endeavourenergy.com.au) .



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**Web** [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au) **NRS** 13 36 77 **ABN** 84 181 182 471

- Emergency Contact

In case of an emergency relating to Endeavour Energy's electrical network, the applicant should note the Emergencies Telephone is 131 003 which can be contacted 24 hours/7 days. Endeavour Energy's contact details should be included in the any risk or safety management plan.

I appreciate that not all the foregoing issues may be directly or immediately relevant or significant to the Development Application. However, Endeavour Energy's preference is to alert proponents / applicants of the potential matters that may arise should development within closer proximity of the existing and/or required electricity infrastructure needed to facilitate the proposed development on or in the vicinity of the site occur.

Could you please pass on a copy of this submission and the attached resources to the applicant? Should you wish to discuss this matter, or have any questions, please do not hesitate to contact me or the contacts identified above in relation to the various matters. Due to the high number of development application / planning proposal notifications submitted to Endeavour Energy, to ensure a response contact by email to [property.development@endeavourenergy.com.au](mailto:property.development@endeavourenergy.com.au) is preferred.

With the current COVID-19 health risk, as many as possible of Endeavour Energy staff are working from home. As a result there is only a small contingent located at the Huntingwood head office for essential operations. Although working from home, access to emails and other internal stakeholders is now somewhat limited and as a result it may take longer than usual to respond to enquiries. Thank you for your understanding during this time.

Yours faithfully  
Cornelis Duba  
Development Application Specialist  
Network Environment & Assessment  
M: 0455 250 981  
E: [cornelis.duba@endeavourenergy.com.au](mailto:cornelis.duba@endeavourenergy.com.au)  
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**Customer Service Centre** Ground floor, 33 Moore Street, Liverpool NSW 2170  
**All correspondence to** Locked Bag 7064 Liverpool BC NSW 1871  
**Call Centre** 1300 36 2170 **Email** [lcc@liverpool.nsw.gov.au](mailto:lcc@liverpool.nsw.gov.au)  
**Web** [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au) **NRS** 13 36 77 **ABN** 84 181 182 471

# **SCHEDULE 6**

## REQUISITIONS ON TITLE

**Vendor:** 1129 CG PTY LTD (ACN 662 166 761) ATF 1129 CG UNIT TRUST (ABN 27 543 257 296)

**Purchaser:** as described on page 1 of this contract or, in substitution, the party to which this contract has been assigned or novated.

**Property:** as identified on page 1 of this contract.

### Possession and Tenancies

1. Unless the contract provides otherwise, vacant possession of the Property must be given on Completion.

### Title

2. Subject to the terms and conditions contained in the contract, on Completion the Vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

### Survey and Building

3. Have the provisions contained in the *Local Government Act 1993* (NSW) and the *Environmental Planning and Assessment Act 1979* (NSW) been complied with?
4. Has the Vendor entered into any arrangement or agreement with or granted an indemnity to the council or any other authority concerning any development on the Property?

### Affectations, Claims and Notices

5. Is the Vendor aware of any licences, easements, rights or restrictions in relation to usage of the Property aside from those disclosed in the contract?
6. Is the Vendor aware of any claim by any person to an easement over any part of the Property?
7. Is the Vendor aware of any claim by any person to obstruct, close or limit access to or from the Property?