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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:																									
vendor's agent		Phone Ref Email																									
co-agent vendor																											
vendor's solicitor		Phone Fax Ref Email																									
date for completion	See Additional Condition 36																										
land (address, plan details and title reference)	LOT 106 of 43 SEVENTEENTH AVE AUSTRAL NSW 2179 Lot 106 in an unregistered plan (Draft Plan of Subdivision) which is part of Lot B in Deposited Plan 373652 Part B/373652																										
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> house <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: VACANT LAND																										
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: other documents:																										
<p>A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.</p> <table border="0"> <tr> <td>inclusions</td> <td><input type="checkbox"/> air conditioning</td> <td><input type="checkbox"/> clothes line</td> <td><input type="checkbox"/> fixed floor coverings</td> <td><input type="checkbox"/> range hood</td> </tr> <tr> <td></td> <td><input type="checkbox"/> blinds</td> <td><input type="checkbox"/> curtains</td> <td><input type="checkbox"/> insect screens</td> <td><input type="checkbox"/> solar panels</td> </tr> <tr> <td></td> <td><input type="checkbox"/> built-in wardrobes</td> <td><input type="checkbox"/> dishwasher</td> <td><input type="checkbox"/> light fittings</td> <td><input type="checkbox"/> stove</td> </tr> <tr> <td></td> <td><input type="checkbox"/> ceiling fans</td> <td><input type="checkbox"/> EV charger</td> <td><input type="checkbox"/> pool equipment</td> <td><input type="checkbox"/> TV antenna</td> </tr> <tr> <td></td> <td><input type="checkbox"/> other:</td> <td></td> <td></td> <td></td> </tr> </table>			inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood		<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels		<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove		<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna		<input type="checkbox"/> other:			
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	<input type="checkbox"/> other:																										
exclusions																											
purchaser																											
purchaser's solicitor		Phone Fax Ref Email																									
price																											
deposit		(10% of the price, unless otherwise stated)																									
balance																											
contract date		(if not stated, the date this contract was made)																									

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

GST AMOUNT: The price is inclusive of GST which is payable by the vendor.

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 PAGE

VENDOR		PURCHASER	
<p>Signed by _____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>		<p>Signed by _____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
<p>Signed by Austral North Nominee Pty Ltd ACN 647 661 710 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>		<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

ChoicesVendor 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):**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 extentMargin scheme will be used in making the taxable supply no Yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) no Yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: Austral North Nominee Pty Ltd

Supplier's ABN: 24 647 661 710

Supplier's GST branch number (if applicable):

Supplier's business address: Suite 4.02, Level 4, 2 Elizabeth Plaza, North Sydney NSW 2060

Supplier's representative: jetherington@ramsayproperty.com.au

Supplier's contact phone number: (02) 9929 3332

Supplier's proportion of **GSTRW payment**: 7%

If more than one supplier, provide the above details for each supplier.Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **\$38,150.00**Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

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



Purchaser Disclosure Form

Lot Number:	Lot 106	
Address of the Property:	43 Seventeenth Ave Austral NSW 2179	
Price:	\$545,000.00	
Name of Purchaser:		
Present residential address:		
Mobile Number:		
Email address:		
Date of Birth (Mandatory requirement):		
Australian Tax File Number:		
Residential Status:	<input type="checkbox"/> Australian Citizen or Permanent resident	<input type="checkbox"/> Other, please specify
Name of Purchaser:		
Present residential address:		
Mobile Number:		
Email address:		
Date of Birth (Mandatory requirement):		
Australian Tax File Number:		
Residential Status:	<input type="checkbox"/> Australian Citizen or Permanent resident	<input type="checkbox"/> Other, please specify
Company Name:		
Company ACN:		
Present registered office address:		
Australian Company:		If no, country of incorporation:
Name:		
Residential address:		
Mobile Number:		
Email address:		
Are you purchasing the property as trustee:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Trust:		
ACN or ABN of Trust:		

Signature of Purchaser / Director

Signature of Purchaser / Director/Secretary

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:

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

43 SEVENTEENTH AVE AUSTRAL NSW 2179

Disclosure Statement – Off the Plan Contracts

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

VENDOR	AUSTRAL NORTH NOMINEE PTY LTD ACN 647 661 710
PROPERTY	LOTS 101 – 107, 43 SEVENTEENTH AVE 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					
Completion	See Definition of Completion Date and Clause 36	Refer to clause(s):	Clause 36		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Clause 39
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 49 and Clause 50		
Has development approval been obtained?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Development Approval No:			
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Liverpool City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	If registration of the Subdivision Plan is not completed by the Sunset Date (clause 36), if Development Approval is not received in accordance with Clause 40		

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

ANNEXURES INDEX

1. Additional Clauses
2. Prescribed Documents
3. Draft Plan of Subdivision
4. Draft Instrument
5. Draft Sewer Plan
6. Accepted Requisitions
7. Purchaser Disclosure Form

.1.

ADDITIONAL CLAUSES



THIS IS AN ANNEXURE TO THE CONTRACT FOR SALE OF LAND RELATING TO THE LOT (AS DESCRIBED ON THE FRONT PAGE OF THE CONTRACT) AT 43 SEVENTHEENTH AVENUE AUSTRAL

33. Definitions

In this contract, the words commencing with a capital letter are defined as follows:

Accepted Requisitions means the *requisitions* addressed to the vendor in the form attached to this contract as Annexure 6;

Authority means the Council and any other competent authority whose consent or approval is required in relation to the Development.

Council means Liverpool City Council or its successor;

Completion Date means the later of;

- (a) thirty-five (35) days after the date of this contract; or
- (b) twenty-one (21) days after service on the Purchaser or their authorised representative of written notice that the Final Plan of Subdivision is registered at LRS together with a copy of the Final Plan of Subdivision and Final Instrument

Depositholder means Hicksons Lawyers;

Designated Matters means those matters required by the vendor or the vendor may do as contemplated by this contract;

Development means the development of the Land as contemplated by the Development Approval;

Development Approval means the development consent approved by Council in relation to the Development and any other related or associated approvals including but not limited to any variations or amendments of such approvals and any construction certificates both as varied or modified from time to time to develop the Land to the vendor's satisfaction;

Development Activities means any work intended to be carried out by the vendor to complete any development on the Land including:

- (a) the subdivision of the Land
- (b) any form of demolition work, building work and work ancillary to or associated with Development work or installation of infrastructure including services in the Land
- (c) any form of landscaping work or work ancillary to or associated with landscaping work on the Land;



- (d) carrying out the development of the Land in stages;
- (e) provision of services; and
- (f) any form of work, which is considered necessary or desirable by the vendor.

Draft Instrument means the draft 88b Instrument attached to this contract as Annexure 4, as amended from time to time in accordance with this contract;

Draft Plan of Subdivision means the draft plan of subdivision attached to this contract as Annexure 3, as amended from time to time in accordance with this contract;

Draft Sewer Plan means the draft sewer plan attached to this contract as Annexure 5

Estimated Council Rates means \$1,450 per annum;

Estimated Water Rates means \$250 per quarter;

Estimated Land Tax means \$1800 per annum

Final Instrument means the Draft Instrument as registered at LRS

Final Plan of Subdivision means the Draft Plan of Subdivision as registered at LRS;

FIRB Approval means, if obtained, the approval from the Treasury as disclosed in clause 56.2;

FATA Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the *Foreign Acquisitions and Takeovers Regulations 2015* (Cth) and Australia's Foreign Investment Policy as published on the Foreign Investment Review Board website from time to time;

Guarantor means those person(s) noted on the front page of the contract or the person(s) who executes this contract as a guarantor and if no person is specified, and the purchaser is a company, each person executing the contract on behalf of the purchaser will be deemed to be a guarantor;

Land means the property known as 43 Seventeenth Avenue Austral NSW 2179 , being the land comprised in folio identifier B/373652 or any part of it as the case may be.

Lots means a lot or lots in the Development.

LRS means NSW Land Registry Services;

Material and Adverse Impact means an impact or a difference that materially and adversely affects the property in a permanent and substantial manner including but not limited to:



- (a) a reduction to the area of the property, between that shown in the Draft Plan of Subdivision and the Final Plan of Subdivision by more than 5% and having a material and adverse effect on the property;
- (b) as otherwise defined as a 'material particular' in section 66ZL(1) of the Conveyancing Act 1919.

Proposed Title Affection means:

- (a) an easement for drainage as shown on the Draft Plan of Subdivision; and/or
- (b) an easement and other rights and privileges in favour of an electricity supplier in connection with the Substation; and/or
- (c) positive covenants in relation to easements, right of way or covenants as a consequence of any Designated Matters; and/or
- (d) easements and restrictions on use contemplated by the Draft Plan of Subdivision and Draft Instrument (including those created for Services, support and shelter and/or emergency services);

Registration Requirements means the registration at the LRS of the following documents:

- (a) the Final Plan of Subdivision; and
- (b) the easements, covenants and restrictions (if any) relating to the Final Instrument as disclosed or contemplated by this contract.

Services means the supply of water, electricity, sewage, gas, and telecommunications.

Substation means one or more electricity substations to be constructed or erected on the Land to supply electricity to the Development;

Sunset Date means **1 December 2024** or as varied pursuant to clause 39;

Title Affections means the affectations, encumbrances or interests that will be registered on the certificate of title of the property on or before completion by virtue of the Final Plan of Subdivision and Final Instrument.

34. Amendments to printed form

Clauses 1 to 32 are amended as follows:

- 34.1. clause 1 - to insert at the end of definition of 'work order' the words 'from adjoining owner or any competent authority';
- 34.2. clause 1 – replace the word 'completion' in the definition of '*adjustment date*' with the words 'Completion Date';
- 34.3. clause 2.4.1 - delete;



- 34.4. clause 3 – delete;
- 34.5. clause 4.1 - delete the word 'normally';
- 34.6. clause 7.1.1 - delete this clause;
- 34.7. clause 7.1.3 - is replaced with 'the purchaser does not serve notice waiving the claims within 7 days after that services; and';
- 34.8. clause 7.2.1 - delete this clause;
- 34.9. clause 10 - add the following clause:
 - '10.3 For the purposes of this clause 10, the vendor discloses all of the information appearing in the copy documents attached to this contract even if the contract does not refer to that disclosure.';
- 34.10. clause 19 - add the following clause:
 - '19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of a warranty prescribed by the Conveyancing (Sale of Land) Regulation 2010 is the remedy prescribed by that regulation.';
- 34.11. clause 20.6 - add the following clause:
 - '20.6.9 For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed unless:
 - (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been *served*; or
 - (b) the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been *served* at 9.00am on the next business day at that place;
- 34.12. clauses 23, 24, 25 and 29 delete the clauses
33.14 clause 31.4 delete "7 days" and replace with "3 days"

35. Purchaser's warranties

- 35.1. The purchaser warrants and acknowledges that:
 - (a) it has not relied on any warranty or representation by the vendor or any person on its behalf including, without limitation, warranties or representations as to the nature, quality, fitness, condition or suitability for any purpose of the property except as expressly provided in this contract;
 - (b) this contract constitutes the whole contract between the parties;



- (c) it is satisfied with the vendor's disclosures as outlined in this contract;
 - (d) it has relied entirely on its own enquiries relating to, and inspection of, the property, all improvements and any Inclusions referred to in the contract and the use to which the property may be put;
 - (e) it has not relied on any warranty or representation by the vendor or any person on its behalf as to any financial return or income to be derived from the property;
 - (f) it was not induced to enter into this contract by the vendor or anyone who represents or purports to represent the vendor relating to the subject matter of this contract;
 - (g) it has obtained appropriate independent advice on and is satisfied about:
 - (i) its obligations and rights under this contract;
 - (ii) the nature of the property and the purpose for which the property may be lawfully used;
 - (iii) all disclosures and attachments to this contract; and
 - (h) it was not introduced to the vendor or to the property directly or indirectly through or by any real estate agent other than the vendor's agent as disclosed in the front page of this contract.
- 35.2. The purchaser confirms that the vendor has entered into this contract on the basis that the warranties contained in this clause are true and not misleading. The purchaser shall indemnify and keep indemnified the vendor against any loss, expense or claim that may arise from a breach of the warranties contained in this clause 35.
- 35.3. This clause 35 does not restrict or remove the rights of the purchaser in respect of any condition or warranty implied into this contract by any law if to do so would contravene that law or make any part of this clause 35 void.

36. Plan of Subdivision

- 36.1. Completion of this contract is conditional on the vendor obtaining:
- (a) the Final Plan of Subdivision; and
 - (b) the Final Instrument
- 36.2. The vendor must use all reasonable endeavours to have the Draft Plan of Subdivision and the Draft Instrument registered at LRS by the Sunset Date.
- 36.3. If the Draft Plan of Subdivision and the Draft Instrument have not registered by the Sunset Date then:



- (a) the purchaser may rescind this contract by serving notice within 14 days from the Sunset Date (time being of the essence) on the vendor or the vendor's Solicitor; or
 - (b) the vendor may rescind this contract in accordance with section 66ZS of the Conveyancing Act 1919 (**the Act**) permitting the vendor to rescind the contract under this clause; or
 - (c) a regulation has been made under the Act which permits the vendor to rescind this contract under the clause.
- 36.4. If the Final Plan of Subdivision and Final Instrument are obtained before a party rescinds this contract in accordance with clause 36.3 then the right of rescission in clause 36.3 lapses.
- 36.5. The vendor must promptly:
- (a) notify the purchaser in writing of the registration of the Draft Plan of Subdivision and Draft Instrument at LRS including the deposited plan number; and
 - (b) serve the purchaser with copy of the Registration Requirements, and
 - (c) the purchaser must complete this contract on or before the Completion Date.
- 36.6. Subject to section 66ZP (3) of the Conveyancing Act 1919 the purchaser acknowledges that on registration of the Final Plan of Subdivision the property will be subject to easements and covenants created or varied pursuant to this contract or associated with the Final Plan of Subdivision and Final Instrument, and the purchaser must not make any objections, requisition or claims for compensation nor delay completion in respect of those matters.

37. Investment of Deposit

- 37.1. The parties direct the depositholder:
- (a) to invest the deposit with a bank in New South Wales nominated by the vendor from time to time in an interest-bearing account in the depositholder's name as stakeholder in trust for the vendor and the purchaser with interest to be reinvested;
 - (b) to withdraw the deposit and interest earned on the deposit on completion, rescission or termination of this contract (whichever occurs); and
 - (c) to pay the interest earned on the deposit, less an deductions under clause 37.4 in accordance with this clause 37.
- 37.2. Subject to clause 37.6, the vendor and the purchaser are entitled to the interest earned on the deposit, less any deductions under clause 37.4, in equal shares.
- 37.3. The depositholder may pay any share of interest to which the purchaser is entitled to the purchaser's solicitor.



- 37.4. Bank charges and government charges, fees, taxes, and depositor's administration fee of \$165 (inclusive of GST) are to be deducted from the interest earned on the deposit before payment is made under this clause 37.
- 37.5. The party entitled to the deposit on completion, rescission or termination of this contract (whichever occurs) bears the risk of loss of the deposit.
- 37.6. The party entitled to the deposit in circumstances where this contract is not completed is entitled to any interest earned on the deposit.
- 37.7. The purchaser agrees that the vendor may at any time before completion withdraw the deposit and any interest earned on the deposit and redeposit this amount in another bank in New South Wales without the purchaser's consent.
- 37.8. The parties must give the depositor their tax file numbers on or before the date on which the deposit is invested in accordance with this clause 37.
- 37.9. The parties must keep the depositor indemnified from any tax that may become payable on interest accruing on the deposit, until the party entitled to the deposit is determined, at which time that party solely keeps the depositor indemnified.

38. Replacement documents

- 38.1. In addition to the vendor's rights under this contract, at any time before completion the vendor may replace any document attached to this contract with another document provided that the vendor:
- (a) serves a notice on the purchaser advising of the proposed replacement; and
 - (b) attaches the replacement document to the notice.
- 38.2. From the date of the vendor's notice in clause 38.1, the replaced document is deemed to no longer form a part of this contract and the replacement document is deemed to be attached to this contract.
- 38.3. Subject to clause 38.4, the purchaser must not make any requisition or claim in relation to the replacement of a document or delay completion by reason of the replacement of that document.
- 38.4. If the replacement of a document has a Material and Adverse Impact then the purchaser may rescind the contract by written notice to the vendor within 14 days (in which regard time shall be of the essence) after the date of the vendor's notice in clause 38.1, and the provisions of clause 19 will apply. The purchaser will have no other remedy other than rescission of this contract.
- 38.5. For the purpose of this clause '**document**' means any document forming part of this contract except for the printed form and any additional clauses.



39. **Extension of Sunset Date**

- 39.1. Despite any other provisions in this contract, the vendor may extend the Sunset Date by each day the vendor or its builders have been delayed by reason of:
- (a) inclement weather or conditions resulting from inclement weather;
 - (b) any delay in the commencement of the works;
 - (c) any civil commotion, combination of workmen strikes or lockouts affecting the progress of the Works to construct the Building or affecting the manufacture or supply of materials for the construction of the Building;
 - (d) any delay in any approval required for construction of the Building by any government or semi-governmental bodies or approving authority;
 - (e) any delay in the completion of the Registration Requirements; or
 - (f) any matter or thing beyond the control of the vendor.
- 39.2. The vendor's project manager or quantity surveyor is the sole determinator of the vendor's entitlement to extension of time under this clause 39.
- 39.3. A certificate by the vendor's project manager or quantity surveyor in relation to extensions of time under this clause 39 is final, conclusive and binding on the parties. In performing the certification under this clause 39.3, the vendor's project manager or quantity surveyor acts as an expert not an arbitrator.
- 39.4. The vendor may extend the Sunset Date under this clause 39 on more than one occasion provided by no more than 9 months in total.

40. **Development Application**

- 40.1. This clause 40 applies if, as at the contract date the vendor has not obtained the Development Approval.
- 40.2. The parties acknowledge that the vendor has not obtained Development Approval.
- 40.3. In the event that the vendor is unable to obtain a Development Approval on or by 31 August 2024, the vendor can serve a notice in writing rescinding the contract.
- 40.4. In the event of rescission under this clause the vendor shall return the deposit to the purchaser and this contract shall be at an end and neither party shall have any further claim against the other.
- 40.5. This condition is for the benefit of the vendor only and may be waived by the vendor (at any time) by notice to the purchaser.



41. **Agreements with service providers**

41.1. The vendor discloses that all agreements with service providers (including but not limited to Council, government agencies, public authorities or any other party or business supplying services to the public) providing services to the Development may not have been concluded as at the date of this contract. The vendor may, after the date of this contract, enter into arrangements (**Service Arrangements**) with service providers in relation to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits, if any, to enter into such Service Arrangements with service providers for the supply of water, electricity and sewerage or drainage in relation to the Development, the property or any other lot. The purchaser is not entitled to make any objection, requisition or rescind or terminate this contract or claim for compensation or delay completion in respect of any matters relating to such Service Arrangements.

42. **Easements and other arrangements**

42.1. As at the date of this contract, the purchaser acknowledges that all easements, including the Draft Instrument, restrictions on use, positive covenants, leases, agreements, arrangements, or all rights and privileges in relation to the property, any other Lot or the Development that the vendor may make, create, enter into, or grant or that the Council or any other authority may require, may not have been created, entered into or granted or be in final form. In the event any such easement, restriction, covenant, leases, agreement, arrangement, right or privilege are created or granted after the date of this contract, the purchaser is not entitled to make any claim or requisition, delay completion, rescind or terminate this contract, because any easement, restriction on use, positive covenant, lease, agreement, arrangement is entered into or right or privilege granted or withdrawn after the date of this contract.

43. **Development**

43.1. The vendor discloses it may carry out Development Activities on the Land in stages. The Development Activities may result in:

- (a) noise, dust, vibration and disturbance to the occupiers of the property within the lawful requirements of any relevant Authority or Council and during any hours permitted by any relevant Authority or Council;
- (b) temporary obstruction or interference with services to the property;
- (c) access to the property being temporarily diverted during the course of the Development Activities on the Land;
- (d) construction traffic in and around the Land; and
- (e) further subdivision or development of the Land which is adjacent to the subdivision identified in the Draft Plan of Subdivision.

43.2. The timing for commencement and completion of each stage of the development of the Land will be determined by the vendor in the vendor's absolute discretion.



43.3. The vendor may:

- (a) sell any stage of the Development of the Land to a third party or a related party who may elect not to develop that land or to develop it in a different manner to that contemplated by the vendor at the contract date; and/or
- (b) elect not to proceed with one or more of the stages in the Development of the Land or to change the nature of the remaining stages of the Development of the Land from that contemplated by the vendor at the contract date.

43.4. Part of the Land may be consolidated, subdivided or left as they are or sold by the vendor in the vendor's absolute discretion (either before or after the vendor has carried out Development Activities on them) and may be used for any permissible purpose under the relevant planning legislation.

43.5. The purchaser must not make any objection or commence any action or enforce any judgment or order against the vendor or other party carrying out the Development Activities on the Land unless the Development Activities are not being carried out in accordance with the relevant consent authority approvals or lawful requirements.

43.6. This clause 43 does not merge on the completion of this contract or on the transfer of the real property supplied.

44. **Alterations to Draft Plan of Subdivision & Acceptance of Variations**

44.1. Notwithstanding anything else in this contract, all measurements and lot numbers referred to in the Draft Plan of Subdivision are provisional and are subject to such amendments as may be required by the vendor, Council or any other relevant Authority before the Draft Plan of Subdivision is registered. The vendor reserves the right, in its discretion, to make alterations to the Draft Plan of Subdivision as may be required by the Council or any relevant Authority or as the vendor considers necessary (**Alterations**) provided that the vendor gives the purchaser written notice of such Alterations. The purchaser is not entitled to make any objection, requisition or claim for compensation or terminate or rescind or delay completion of this contract in respect of such Alterations unless;

- (a) such alterations, amendments, variations or discrepancies substantially, detrimentally and permanently affect the property in a material way; or
- (b) the area of the property as shown on the registered Final Plan of Subdivision is reduced by more than 5% than the area shown on the Draft Plan of Subdivision; or
- (c) the actual location of the property is not in substantially the same position as it appears on the Draft Plan of Subdivision,

in which case the purchaser has a right to rescind this contract within 14 days of the purchaser receiving notification of such alteration, amendment, variation or discrepancy. If the purchaser rescinds this contract within the period specified in this clause the provisions of printed clause 19 apply. Time is of the essence in respect of the purchaser's right to rescind in respect of this clause 44.



45. **Services**

- 45.1. The vendor will procure that the Services are available for connection to the boundary of the property. The purchaser must bear all costs associated with the connection of those Services to any dwelling to be erected on the property.
- 45.2. The purchaser may not make any claim:
- (a) whether or not the property has the benefit of any rights or easements in respect of any Service or mains, pipes or connections for any Service;
 - (b) in respect of any defects in any Services;
 - (c) should any manhole or vent be on the property.

46. **National Broadband Network**

- 46.1. This clause applies if the vendor has made arrangements with NBN Co Limited to ensure that the subdivision is "fibre ready" for connection to the National Broadband Network.
- 46.2. The purchaser must ensure that it complies NBN Co's "building ready specifications" to enable connection of the property to the National Broadband Network.
- 46.3. The "building ready specifications" are the specification governing the building and requirements for connection of the premises to the National Broadband Network as available on NBN Co's website www.nbnco.com.au
- 46.4. If the purchaser fails to comply with NBN Co's "building ready specifications":
- (a) The property will be prevented from connection to the National Broadband Network;
 - (b) The purchaser may incur additional costs of having to connect to the National Broadband Network;
- 46.5. The purchaser cannot make any claim or requisition or delay completion because of any matter referred to in this subclause.

47. **Sewerage Diagrams**

- 47.1. The purchaser acknowledges that the sewerage connections diagrams and/or the sewer mains diagram obtained from Sydney Water included in this contract does not reflect the sewer connections for the property or the position of the sewer pipes in relation to the property at completion and acknowledges further that diagrams accurately reflecting the sewer connections for the property or the position of sewer pipes in relation to the property may not be available at the completion and that the vendor has no obligation to provide any further diagrams on or before completion.
- 47.2. The purchaser acknowledges that the Draft Sewer Plan is a draft plan of the proposed connections and subject to approval by the Authority and the purchaser is



not entitled to make any objection, requisition or claim for compensation or terminate or rescind or delay completion of this contract in respect of any variation in the position, the depth or routing of the sewer as set out in the Draft Sewer Plan.

48. **Requisitions**

The purchaser must not raise or make any general *requisitions* pursuant to clause 5 of this contract except for the Accepted Requisitions.

49. **Notice to complete**

- 49.1. If this contract is not completed by 5:00pm on the Completion Date, the party not in default may serve a notice (including a notice *served* after 5:00pm on the Completion Date) making time of the essence in respect of completion both at law and in equity, requiring the other *party* to complete this contract within a period of time which expires at least 14 days after *service* of the notice.
- 49.2. The notice in clause 49.1 may be withdrawn at any time and a new notice issued any time thereafter.
- 49.3. If the vendor is entitled to serve a notice to complete and serves such notice, the purchaser must pay to the vendor's solicitor on completion the sum of \$330 on account of the vendor's legal cost in serving such notice. The purchaser agrees that such payment part of the vendor's a genuine pre-estimate loss in connection with the purchaser's failure to complete the contract on the Completion Date.

50. **Interest for late completion**

- 50.1. Without limiting any other right of the vendor, if completion of this contract takes place after the Completion Date, it is an essential term of this contract that, on completion, the purchaser must pay interest to the vendor calculated on the unpaid balance of the price and any other money payable by the purchaser to the vendor under this contract, at the rate of 10% per annum on a daily basis from but excluding the scheduled Completion Date to and including the date on which this contract is completed. The purchaser need not pay interest for any period where the delay in completion is solely caused by the vendor.
- 50.2. The vendor shall not be obliged to complete this contract if the interest payable under this clause 50 is not paid on completion.

51. **Selling and Leasing Activities**

- 51.1. The purchaser acknowledges that the vendor is marketing the lots created by the subdivision of the Land for sale.
- 51.2. The purchaser acknowledges, the vendor and persons authorised by the vendor are entitled to do any of the following:
- (a) constructing display homes or a display village within the Land;



- (b) operating a sales and marketing office on the Land including on land that adjoins the property; and
 - (c) undertaking inspections of the Land with potential buyers; and
 - (d) erecting display, for sale or other signs on parts of the Land other than the property.
- 51.3. The purchaser agrees that the rights granted to the vendor by this clause 51 do not merge on completion and will continue at the option of the vendor until it has sold all the lots which it owns on the Land.

52. Council Rates

- 52.1. If no separate assessment has been issued in respect of the property for council rates at the Completion Date:
- (a) the provisions of this clause 52 apply; and
 - (b) for the purposes of clause 14, the Estimated Council Rates shall be deemed to have been paid by the vendor as the current council rates and must be adjusted as such under clause 14.
- 52.2. If the Estimated Council Rates are apportioned and adjusted as paid in accordance with clause 52.1(b) then:
- (a) no other amount is to be apportioned and adjusted pursuant to clause 14 for council rates; and
 - (b) the vendor must pay all council rates in respect of the property up to and including the period of adjustment under this clause.
- 52.3. Clause 52.2 does not merge on completion.

53. Water Rates

- 53.1. If no separate assessment has been issued in respect of the property for water rates at the Completion Date:
- (a) the provisions of this clause 53 apply; and
 - (b) for the purposes of clause 14, the Estimated Water Rates shall be deemed to have been paid by the vendor as the current water rates and must be adjusted as such under clause 14.
- 53.2. If the Estimated Water Rates are apportioned and adjusted as paid in accordance with clause 53.1(b), then:
- (a) no other amount is to be apportioned and adjusted pursuant to clause 14 for water rates; and



- (b) the vendor must pay all water rates in respect of the property up to and including the period of adjustment under this clause.

53.3. Clause 53 does not merge on completion.

54. **Land tax**

54.1. The vendor requires a land tax adjustment;

- (a) for the land tax year current at the date completion is due; and
- (b) the purchaser agrees to accept the Estimated Land Tax as the amount payable for land tax for the property for the year current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with clause 14; and
- (c) the vendor must pay or procure the payment of any assessment for land tax to the extent necessary to free the property from any charge for payment of the land tax provided that if a land tax assessment has not issued for the current year at completion the purchaser must accept the vendor's undertaking to pay land tax promptly once an assessment is received; and
- (d) no regard is to be had to the actual assessment when it issues.

55. **Death or Incapacity**

55.1. Without in any manner negating limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included in this contract, should the purchaser prior to completion:

- (a) being an individual dies or becomes incapable of managing their affairs within the meaning of the Mental Health Act 2007 (NSW) then the vendor may rescind this contract by notice in writing forwarded to the purchaser or its solicitor and upon rescission the provisions of clause 19 shall apply; or
- (b) (i) being an individual becomes the subject of an Insolvency Event; or
(ii) being a corporation resolves to go into liquidation or becomes subject of an Insolvency Event;

then the vendor may terminate the contract by notice in writing and on termination, the deposit will be forfeited to the vendor.

56. **Foreign Investment Review Board**

56.1. The purchaser must complete the purchaser Disclosure Form on or before the date of this contract and warrant its accuracy and completeness until completion.

(delete inapplicable clauses 56.2-56.4 or clauses 56.2-56.3)



- 56.2. The purchaser warrants at the contract date and again at completion that the purchaser:
- (i) is not a foreign person for the purposes of the FATA Act; and
 - (ii) is not required to give notice to the Treasurer under *section 81(1) of the Foreign Acquisitions and Takeovers Act 1975 (Cth)*.
- 56.3. The warranty in clause 56.2 is an essential term of this contract a breach of which entitles the vendor to terminate this contract.
- 56.4. The purchaser acknowledges that the vendor has entered into this contract in reliance on this warranty.

OR *

- 56.2. If the purchaser is a foreign person for the purposes of the FATA Act, the purchaser must:
- (a) within 5 business days after the contract date make an application (**Application**) to obtain approval from the Foreign Investment Review Board (**FIRB**) to allow the purchaser to complete the purchase of the property before completion;
 - (b) keep the vendor informed in relation to the progress of the Application;
 - (c) provide to the vendor such information or documents in relation to the Application; and
 - (d) provide to the vendor a copy of the approval or the refusal received from FIRB immediately upon receipt.
- 56.3. If the purchaser fails to obtain approval from FIRB within 30 business days after the contract date, then vendor may rescind this contract by notice to the purchaser. Despite clause 19, the parties acknowledge and agree that upon rescission, the vendor is entitled to and the purchaser shall forfeit 0.25% of the price.

57. Assignment and Novation

- 57.1. The vendor may assign or novate the vendor's interest in this contract to a successor in title to the Land. The purchaser cannot make any requisition or claim, (completion or rescind or terminate in connection with the assignment or novation.
- 57.2. The purchaser must, if requested to do so by the vendor, promptly enter into a deed with the vendor and the vendor's successor in title on terms reasonably required by the vendor to give effect to the assignment or novation referred to in clause 57.1. The purchaser acknowledges and agrees that such deed will include a release of the vendor from the vendor's obligations under this contract.



58. **Address of Property**

58.1. The purchaser acknowledges that:

- (a) the numbers of the lots shown as being created by the Draft Plan of Subdivision may be different from the numbers of the lots actually created by the Final Plan of Subdivision;
- (b) the lot number for the property in the Final Plan of Subdivision may be different from the lot number for the property in the Draft Plan of Subdivision referred to in this contract; and
- (c) the address of the property including the suburb may change,

and the purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any such difference.

59. **Personal Guarantees**

59.1. The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.

59.2. In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:

- (a) the payment of all money payable by the purchaser under this contract; and
- (b) the performance of all the purchaser's other obligations under this contract.

59.3. The Guarantor:

- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract; and
- (b) must pay on demand any money due to the vendor under this indemnity.

59.4. The Guarantor is jointly and severally liable with the purchaser to the vendor for:

- (a) the purchaser's performance of its obligations under this contract; and
- (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.

59.5. Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:

- (a) Claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding up or bankruptcy of a



- person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
- (b) Prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- 59.6. The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 59.7. The Guarantor's obligations are not affected if:
- (a) the vendor releases or enters into a composition with the purchaser;
- (b) a payment made to the vendor is later avoided; or
- (c) the vendor assigns or transfers the benefit of this contract.
- 59.8. If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- 59.9. The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
- (b) the release (including a release as part of a novation) or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
- (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
- (f) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
- (g) the winding-up of the purchaser; or
- (h) the death of the Guarantor.
- 59.10. The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon



payment the vendor will transfer the property to the purchaser in accordance with this contract.

59.11. If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

60. **Miscellaneous**

60.1. **No Caveat**

The purchaser must not lodge a caveat against the property or against (all or part of) the Land the subject of the subdivision that creates the property.

60.2. **Stamp duty**

The purchaser must pay all duty payable on this contract under the *Duties Act 1997* within the time permitted by that Act.

60.3. **Non-merger**

Provisions of this contract that are capable of taking effect after completion remain in force even though completion has occurred.

60.4. **Severability**

Each phrase, sentence, clause or paragraph of this contract is severable from each other and if any phrase, sentence, clause or paragraph of this contract is found to be void, voidable, ineffective or unenforceable for any reason the remaining phrases, sentences, clauses and paragraphs will continue to be of full force and effect.

61. Deposit less than 10%

Despite any other provision of this Contract, the Purchaser acknowledges that the deposit payable under this Contract by the Purchaser is 10% of the purchase price. If less than 10% of the purchase price is paid on the date of this Contract towards the deposit, then the difference between:

- (a) 10% of the purchase price; and
- (b) the amount actually paid on the date of this Contract towards the deposit

shall be paid by the Purchaser to the Vendor on the earlier of:

- (a) completion of this Contract;
- (b) termination of this Contract due to the Purchaser's default; or
- (c) at any other time when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

.2.

PRESCRIBED DOCUMENTS



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: B/373652

SEARCH DATE	TIME	EDITION NO	DATE
6/2/2024	12:08 PM	6	15/11/2023

LAND

LOT B IN DEPOSITED PLAN 373652
AT HOXTON PARK
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP373652

FIRST SCHEDULE

AUSTRAL NORTH NOMINEE PTY LTD (T AT435476)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 AT600264 CAVEAT BY WOOLWICH INVESTMENTS PTY LTD
- * 3 AT600265 CAVEAT BY RPG AUSTRAL NORTH PTY LTD
- * 4 AT600266 CAVEAT BY STELLAR NO. 6 COMMERCIAL PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1282638 PP DP1289616 PP DP1298007
PP DP1298008.

*** END OF SEARCH ***

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

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:2157235119

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AT600264

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

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

LODGED BY:

Responsible Subscriber: MATTHEWS FOLBIGG PTY LIMITED MATTHEWS FOLBIGG LAWYERS ABN 15904109618
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ELNO Subscriber Number: 1493
Customer Account Number: 500234J
Document Collection Box: 307V
Client Reference: SAS:CAS:220941

LAND TITLE REFERENCE

B/373652

CAVEATOR

WOOLWICH INVESTMENTS PTY LTD ACN 002153560
Registered company
L 7
10 Smith ST
PARRAMATTA NSW 2150

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
MATTHEWS FOLBIGG LAWYERS
L 7
10 - 14 Smith ST
Parramatta NSW 2150

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

AUSTRAL NORTH NOMINEE PTY LTD
43 SEVENTEENTH AV
AUSTRAL NSW 2179

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

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Mortgage
By virtue of: Mortgage Of Estate In Fee Simple
Dated: 21/05/2021

Between WOOLWICH INVESTMENTS PTY LTD
And AUSTRAL NORTH NOMINEE PTY LTD

Details Supporting The Claim: Agreement to secure by mortgage over the land contained in Folio Identifier B/373652 monies advanced by the Caveator to the registered proprietor

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

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

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

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

SIGNING

Signing Party Role: Receiving

I certify that:

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

Party Represented by Subscriber:

WOOLWICH INVESTMENTS PTY LTD

Signed By: Anna Zdrilic

Signer Capacity: Practitioner Certifier

ELNO Signer Number: 2731

Digital Signing Certificate Number:

**Signed for
Subscriber:**

MATTHEWS FOLBIGG PTY LIMITED ABN 15904109618

MATTHEWS FOLBIGG PTY LIMITED
MATTHEWS FOLBIGG LAWYERS

Subscriber Capacity: Representative Subscriber

ELNO Subscriber Number: 1493

Customer Account Number: 500234

Date: 14/11/2023

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:2154930015

CAVEAT

New South Wales
Section 74F Real Property Act 1900

Land Registry Document Identification

AT600265

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

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

LODGED BY:

Responsible Subscriber: MATTHEWS FOLBIGG PTY LIMITED MATTHEWS FOLBIGG LAWYERS ABN 15904109618
Address: L 7, 10-14 Smith ST
Parramatta 2150
Email: CherylS@matthewsfolbigg.com.au
ELNO Subscriber Number: 1493
Customer Account Number: 500234J
Document Collection Box: 307V
Client Reference: SAS:CAS:220941

LAND TITLE REFERENCE

B/373652

CAVEATOR

RPG AUSTRAL NORTH PTY LTD ACN 647661710
Registered company
UNIT 7
114 - 124 Majors Bay RD
CONCORD NSW 2137

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
MATTHEWS FOLBIGG LAWYERS
L 7
10 - 14 Smith ST
Parramatta NSW 2150

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

AUSTRAL NORTH NOMINEE PTY LTD
L 7
10 Smith ST
PARRAMATTA NSW 2150

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

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Mortgage
By virtue of: Mortgage Of Estate In Fee Simple
Dated: 21/05/2021

Between RPG AUSTRAL NORTH PTY LTD
And AUSTRAL NORTH NOMINEE PTY LTD

Details Supporting The Claim: Agreement to secure monies advanced by the Caveator pursuant to Joint Venture Deed by mortgage security over the subject land

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

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

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

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

SIGNING

Signing Party Role: Receiving

I certify that:

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

Party Represented by Subscriber:

RPG AUSTRAL NORTH PTY LTD

Signed By: Anna Zdrilic

Signer Capacity:Practitioner Certifier

ELNO Signer Number: 2731

Digital Signing Certificate Number:

**Signed for
Subscriber:**

MATTHEWS FOLBIGG PTY LIMITED ABN 15904109618

MATTHEWS FOLBIGG PTY LIMITED
MATTHEWS FOLBIGG LAWYERS

Subscriber Capacity:Representative Subscriber

ELNO Subscriber Number: 1493

Customer Account Number:500234

Date: 14/11/2023

System Document Identification

Form Number: 08X-e
Template Number: x_nsw11
ELN Document ID: 2157235122

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AT600266

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

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

LODGED BY:

Responsible Subscriber: MATTHEWS FOLBIGG PTY LIMITED MATTHEWS FOLBIGG LAWYERS ABN 15904109618
Address: L 7, 10-14 Smith ST
Parramatta 2150
Email: CherylS@matthewsfolbigg.com.au
ELNO Subscriber Number: 1493
Customer Account Number: 500234J
Document Collection Box: 307V
Client Reference: SAS:CAS:220941

LAND TITLE REFERENCE

B/373652

CAVEATOR

STELLAR NO. 6 COMMERCIAL PTY LTD ACN 608479518
Registered company
L 7
10 Smith ST
PARRAMATTA NSW 2150

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
MATTHEWS FOLBIGG LAWYERS
L 7
10 - 14 Smith ST
Parramatta NSW 2150

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

AUSTRAL NORTH NOMINEE PTY LTD
43 SEVENTEENTH AV
AUSTRAL NSW 2179

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

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Mortgage
By virtue of: Mortgage Of Estate In Fee Simple
Dated: 21/05/2021

Between STELLAR NO. 6 COMMERCIAL PTY LTD
And AUSTRAL NORTH NOMINEE PTY LTD

Details Supporting The Claim: Agreement to secure monies advanced by the Caveator pursuant to Joint Venture Deed by mortgage security over the subject land

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

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

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

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

SIGNING

Signing Party Role: Receiving

I certify that:

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

Party Represented by Subscriber:

STELLAR NO. 6 COMMERCIAL PTY LTD

Signed By: Anna Zdrilic

Signer Capacity: Practitioner Certifier

ELNO Signer Number: 2731

Digital Signing Certificate Number:

**Signed for
Subscriber:**

MATTHEWS FOLBIGG PTY LIMITED ABN 15904109618

MATTHEWS FOLBIGG PTY LIMITED
MATTHEWS FOLBIGG LAWYERS

Subscriber Capacity: Representative Subscriber

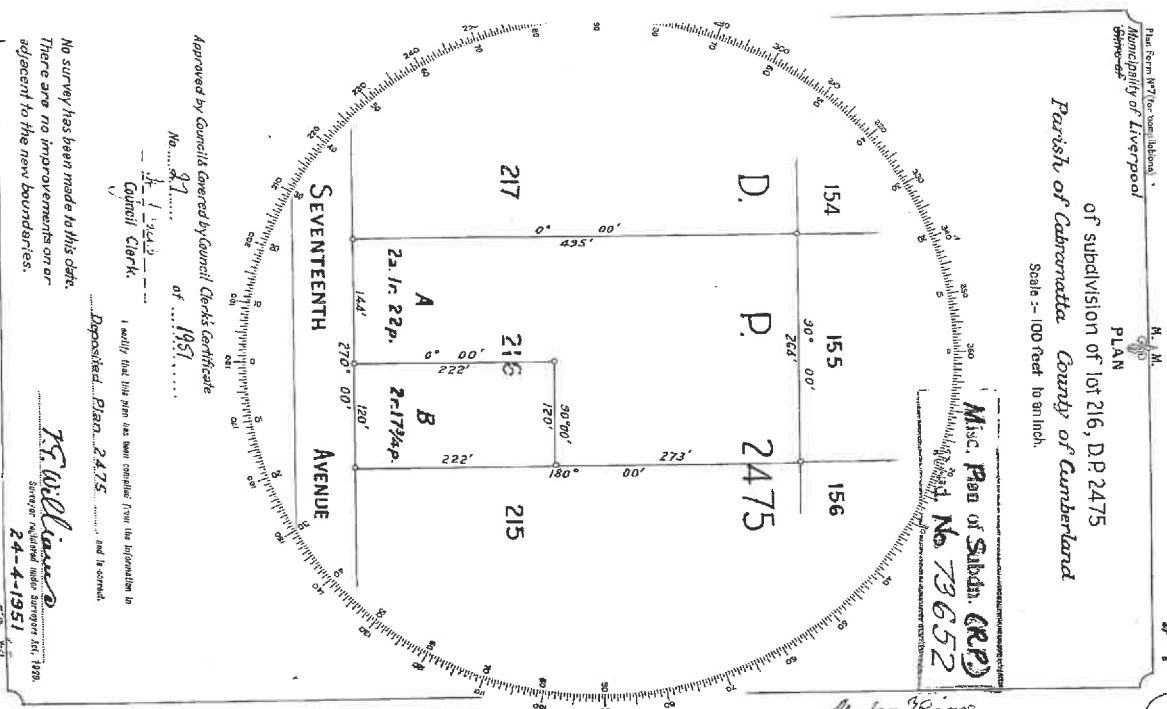
ELNO Subscriber Number: 1493

Customer Account Number: 500234

Date: 14/11/2023



F468711
 F468711
 DP373652



Approved by Councils Covered by Council Clerk's Certificate
 No. 81 of 1951
 Council Clerk: [Signature]

No survey has been made in this date.
 There are no improvements on or adjacent to the new boundaries.
 J. S. Williams
 Surveyor General
 24-4-1951

Misc. Plan of Subdn. (R.P.)
 No. 73652

Signatures of parties to be made in this margin.
 [Signatures]

This is the plan marked "A" referred to in...
 Dated 25 May 1951

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS	
FEET INCHES	METRES
1	0.305
2 3/8	0.365
10	3.048
12	3.023
2	15.086
5/8	30.480
100	36.576
120	43.293
146	47.864
222	80.467
264	89.210
273	150.876
495	676.556
2220	
AC RD P	50 M
- 2 17 3/4	2.472
2 1 22	9.662

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 9th day of November, 1978.





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

Ref.: 231190:149115
Ppty: 23183

Cert. No.: 4663

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 5834067
Receipt Amt.: 167.00
Date: 06-Feb-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 B DP 373652

Street Address: 43 SEVENTEENTH AVENUE, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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



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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.





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

**Cert. No.: 4663
Page No.: 3 of 16**

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?





PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: 4663
Page No.: 4 of 16

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.

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

Note: Despite information in the table above, complying development codes do not apply or are modified in areas subject to land-use zoning under the 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*





PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: 4663
Page No.: 7 of 16

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 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.





PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: 4663
Page No.: 8 of 16

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?
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes



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

**Cert. No.: 4663
Page No.: 9 of 16**

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
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	No

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



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PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: 4663
Page No.: 10 of 16

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 this 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*



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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.



THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT (EP&A ACT) 1979

1. Controlled access road

Does the land have a boundary to a controlled access road?

No

2. Sewer Access and On-site Management

On-Site Sewerage Management System/s

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

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

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

This property is serviced by an on-site sewage management system which requires on-going maintenance. If the system fails, an application under Section 68 of the Local Government Act 1993 may need to be submitted to Council to replace the system.

3. Other Information in Relation to Water Restrictions

Nil

Note: flooding certificate with level information will be provided only if the response to Section 9(1) of the Section 10.7(2) Certificate is 'Yes' or the land is fully/partially located in medium/high flooding risk area. No flood related development control applies to residential premises (exclude group homes and senior housing) if the land is only affected by low risk flood.

4. Contaminated Land

Nil





PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: 4663
Page No.: 15 of 16

5. Airport Noise Affection*

Nil

6. Environmentally Significant Land

Nil

7. Archaeological Management Plan

Nil

8. Western Sydney Long Term Strategic Corridors*

Has the NSW Government identified that the land may be traversed by, or located near, a future transport corridor as identified in the Western Sydney Long Term Strategic Corridors project?

No

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

9. Fifteenth Avenue Smart Transit Project

Not Applicable

10. Offensive Odour and Rural Land Uses

The land is within the South-West Growth Centre. Despite the current zone, the land was formerly within a rural zoned area. In this area, there are certain agricultural activities that can cause noise, dust and odours that some people may find offensive. This should be taken into account when purchasing a dwelling or considering the erection of a dwelling house. The potential impact of any activities which may impact on nearby agricultural producers (such as pets, inadequate fencing, litter, poor weed control) should also be considered.

11. Other Matters

Nil



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



PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: 4663
Page No.: 16 of 16

A handwritten signature in black ink, appearing to read "John Ajaka".

Hon John Ajaka
Chief Executive Officer
Liverpool City Council

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



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

Service Location Print
Application Number: 8002365656



Document generated at 29-03-2023 01:50:30 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

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

29 March 2023

Infotrack Pty Limited

Reference number: 8002365628

Property address: 43 Seventeenth Ave Austral NSW 2179

Sewer service diagram is not available

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

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

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

Yours sincerely



Jason Dagger
Head of Customer Metering & Accounts

.3.

DRAFT PLAN OF SUBDIVISION

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 Sheet(s)
<p style="text-align: right;">OFFICE USE ONLY</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> DRAFT ONLY REVISION: 00, DATE: 06/04/2023 NOT FOR INVESTIGATION AT NSW LRS </div>	
<p>PLAN OF SUBDIVISION OF LOT 52 IN DP 1282638</p>	<p>LGA: LIVERPOOL</p> <p>Locality: AUSTRAL</p> <p>Parish: CABRAMATTA</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, AILESH MARY MACGILLICUDDY of ORION GROUP PO BOX 7936, BAULKHAM HILLS NSW 2153 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on , or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**.....) -was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed -was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'..... Type: *Urban / *Rural The terrain is *Level Undulating / *Steep Mountainous</p> <p>Signature: Dated: Surveyor Identification No: 8890 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p>Plans used in the preparation of survey/compilation DP 1282638</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person / *General Manager / *Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration Number:</p> <p>Consent Authority:</p> <p>Date of Endorsement:</p> <p>Subdivision Certificate Number:</p> <p>File Number:</p> <p>*Strike through if inapplicable</p>	
<p>Surveyor's Reference: KF113659</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 Sheet(s)

OFFICE USE ONLY	OFFICE USE ONLY
Registered:	<div style="border: 1px solid black; padding: 5px;"> DRAFT ONLY REVISION: 00, DATE: 06/04/2023 NOT FOR INVESTIGATION AT NSW LRS </div>
PLAN OF SUBDIVISION OF LOT 52 IN DP 1282638	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with Section 88B <i>Conveyancing Act 1919</i> • Signatures and Seals - see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate Number:	
Date of Endorsement:	

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

1. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)
2. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A1)
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
101	-	FANG	STREET	AUSTRAL
102	-	FANG	STREET	AUSTRAL
103	-	FANG	STREET	AUSTRAL
104	-	FANG	STREET	AUSTRAL
105	-	FANG	STREET	AUSTRAL
106	-	FANG	STREET	AUSTRAL
107	-	SEVENTEENTH	AVENUE	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: KF113659

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

OFFICE USE ONLY Registered:	OFFICE USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> DRAFT ONLY REVISION: 00. DATE: 06/04/2023 NOT FOR INVESTIGATION AT NSW LRS </div>
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Subdivision Certificate Number: Date of Endorsement:	

CONSENT OF OWNERS:

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW BY THE
 AUTHORISED PERSON(S) WHOSE SIGNATURE(S) APPEAR BELOW PURSUANT
 TO THE AUTHORITY SPECIFIED.

COMPANY NAME:

COMPANY ACN OR ABN:

AUTHORITY: SECTION 127 OF THE CORPORATIONS ACT 2001

.....
 SIGNATURE

.....
 SIGNATURE

.....
 NAME (BLOCK LETTERS)

.....
 NAME (BLOCK LETTERS)

.....
 POSITION

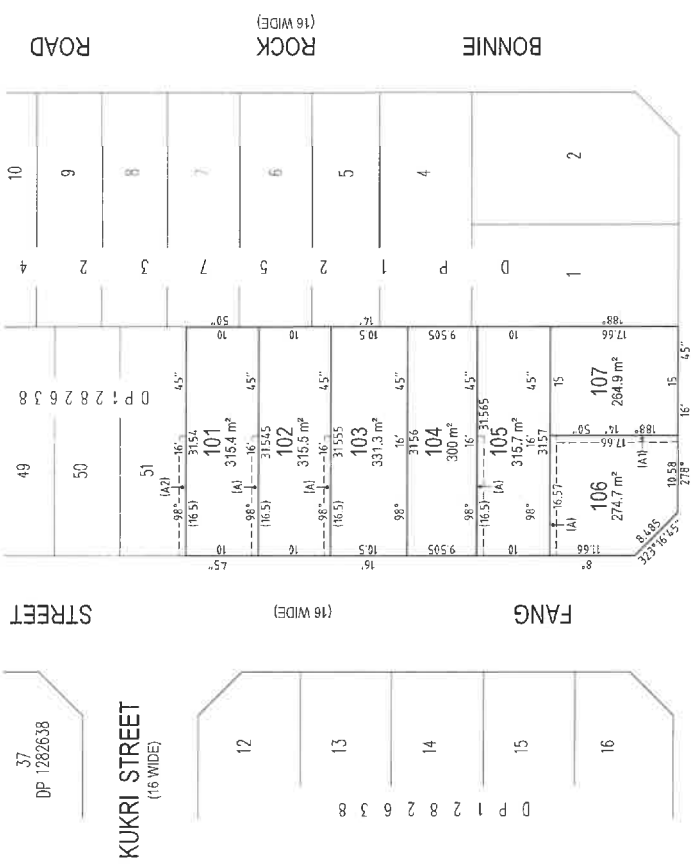
.....
 POSITION

CONSENT OF MORTGAGEE:

If space is insufficient use additional annexure sheet

Surveyor's Reference: KF113659

PLAT FORM 2 (A2)
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR AS EVIDENCE IN COURT. IT IS THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED AND TO CORRECT ANY ERRORS. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED.



SURVEYOR
 Name: ALLESH MARY HARGILLICUDDY
 Date: ORION GROUP
 Reference: KF13355

PLAN OF SUBDIVISION OF LOT 52 IN DP 1282638

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

REGISTERED
 PPN DP 1289616

.4.

DRAFT INSTRUMENT

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

(Sheet 1 of 6 sheets)

Plan:

DRAFT ONLY
REVISION: 00, DATE: 06/04/2023
NOT FOR INVESTIGATION
AT NSW LRS

Plan of Subdivision of Lot 52 in DP 1282638
covered by Subdivision Certificate No.
Dated:

**Full name and address
of the owner(s) of the land:**

AUSTRAL NORTH NOMINEE PTY LTD
(ACN 647 661 710)
Level 5, 65 Walker Street
North Sydney NSW 2060

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 (A)	101 102 105 106	102 103 104 105
2	Easement for Access & Maintenance 0.9 Wide (A1)	106	107
3	Restriction on the Use of Land	106 & 107	Liverpool City Council
4	Positive Covenant	Each Lot	Liverpool City Council
5	Restriction on the Use of Land	101 – 106 inclusive	Liverpool City Council
6	Restriction on the Use of Land	106	Liverpool City Council
7	Restriction on the Use of Land	Each Lot	Every other Lot

.....
Attesting Witness

Plan:

DRAFT ONLY
REVISION: 00, DATE: 06/04/2023
NOT FOR INVESTIGATION
AT NSW LRS

Plan of Subdivision of Lot 52 in DP 1282638
covered by Subdivision Certificate No.
Dated:

Part 2 (Terms)

Terms of Easement numbered 1 and 2 in the abovementioned plan:

1.1 The owner of the lot benefited may:

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

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

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

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

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

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

The Authority whose consent is required to release, vary or modify the Easements numbered 1 & 2 in the abovementioned plan is **Liverpool City Council**.

.....
Attesting Witness

Plan:

DRAFT ONLY
REVISION: 00, DATE: 06/04/2023
NOT FOR INVESTIGATION
AT NSW LRS

Plan of Subdivision of Lot 52 in DP 1282638
covered by Subdivision Certificate No.
Dated:

Terms of Restriction numbered 3 in the abovementioned plan:

No dwelling shall be erected on the lot(s) hereby burdened unless sited and constructed in accordance with controls set out in the Building Envelope Plan prepared by Orion Consulting (Project No. 22-0181, Set No. 2, Plan 002, Revision A, Dated 29/09/2022), approved by Liverpool City Council.

The Authority whose consent is required to release, vary or modify the Restriction numbered 3 in the plan is **Liverpool City Council**.

Terms of Positive Covenant numbered 4 in the abovementioned plan:

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

The Authority whose consent is required to release, vary or modify the Positive Covenant numbered 4 in the plan is **Liverpool City Council**.

Terms of Restriction numbered 5 in the abovementioned plan:

No driveway shall be constructed for the lot(s) hereby burdened unless it is located in accordance with the approved plans and notice of determination (Development Consent) for DA-1097/2022.

The Authority whose consent is required to release, vary or modify the Restriction numbered 5 in the plan is **Liverpool City Council**.

Terms of Restriction numbered 6 in the abovementioned plan:

No driveway crossing shall be constructed for the lot(s) hereby burdened unless it is located no closer than 6 metres to the kerb and gutter tangent point.

The Authority whose consent is required to release, vary or modify the Restriction numbered 6 in the plan is **Liverpool City Council**.

.....
Attesting Witness

Plan:

DRAFT ONLY
REVISION: 00, DATE: 06/04/2023
NOT FOR INVESTIGATION
AT NSW LRS

Plan of Subdivision of Lot 52 in DP 1282638
covered by Subdivision Certificate No.
Dated:

Terms of Restriction numbered 7 in the abovementioned plan:

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

The Corporation whose consent is required to release, vary or modify the Restriction numbered 7 in the abovementioned plan is **AUSTRAL NORTH NOMINEE PTY LTD** of Level 5, 65 Walker Street, North Sydney for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan. All costs associated with any such release, variation or modification shall be borne by the applicant.

.....
Attesting Witness

Plan:

<p>DRAFT ONLY</p> <p>REVISION: 00, DATE: 06/04/2023</p> <p>NOT FOR INVESTIGATION</p> <p>AT NSW LRS</p>
--

Plan of Subdivision of Lot 52 in DP 1282638 covered by Subdivision Certificate No. Dated:

Signatures

Consent of Owner:

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.

Company Name: AUSTRAL NORTH NOMINEE PTY LTD

Company ACN or ABN: ACN 647 661 710

Authority: Section 127 of The Corporations Act 2001

.....
Signature

.....
Signature

.....
Name (Block Letters)

.....
Name (Block Letters)

.....
Position

.....
Position

Consent of Mortgagee:

.....
Attesting Witness

Plan:

<p>DRAFT ONLY</p> <p>REVISION: 00, DATE: 06/04/2023</p> <p>NOT FOR INVESTIGATION</p> <p>AT NSW LRS</p>

Plan of Subdivision of Lot 52 in DP 1282638 covered by Subdivision Certificate No. Dated:

Signatures

The Liverpool City Council by its authorised delegate pursuant to Section 377 of the Local Government Act 1993

.....
Signature of Delegate

.....
Name of Delegate

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

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

.....
Attesting Witness

.5.

DRAFT SEWER PLAN

DEVELOPER CONTRACT PLAN



- NOTES-**
1. WATER SEWERING GOVERNOR AND DESIGNER: K.F. WILLIAMS ENVIRONMENTAL SERVICES PTY LTD LEVEL 1, 497 FRANCES HIGHWAY PERTH, WESTERN AUSTRALIA 6004 PH: 08 9447 7094 www.kfw.com.au
 2. ALL WORKS TO BE CONSTRUCTED IN ACCORDANCE WITH SPENNY WATER'S BY-LAW (VERSION 4) OF THE STATES CODE OF AUSTRALIA WS 01-2002-22 AND STONEY WATER DEMAND TO COMPLY DRAINAGE. THESE DOCUMENTS MUST BE ON SITE AT ALL TIMES.
 3. ALL STRUCTURES TO BE CONSTRUCTED TO PROPOSED FINISHED SURFACE LEVELS. ALL TALLS TO BE REMOVED TO THE PROPOSED FINISHED SURFACE LEVEL. FINISHED SURFACE LEVELS PRIOR TO CONSTRUCTING MAINTENANCE STRUCTURES.
 4. ALL LEVELS ELECTRONICALLY GENERATED, NO LEVEL BOOK AVAILABLE.
 5. THE MINIMUM NUMBER OF FIELD COMPACTION TESTS REQUIRED TO VERIFY THE SUPPORT CAPACITY OF THE SOIL, WITHIN APPROVED BEARING MATERIALS) TRENCH FULL ZONE - NOT IMPROVABLE; 9 TRENCH FULL ZONE - MAINTENANCE STRUCTURE: 23
 6. ALL WAYS LANE IN FUTURE ROAD CURBWAYS MAY HAVE STABILISED SAND (GRI: 140) TRENCH BACKFILL TO SUBGRADE LEVEL IN LIEU OF COMPACTION TESTING.
 7. A CHECKED SERVICES SEARCH AND SITE CHECK OF ALL EXISTING SERVICES IS REQUIRED TO BE UNDERTAKEN BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORK. APPROPRIATE PROCEDURES & PRECAUTIONS NEED TO BE TAKEN BY THE CONTRACTOR ANY DAMAGE TO EXISTING SERVICES IS TO BE RECTIFIED AT THE CONTRACTORS EXPENSE.
 8. ALL SERVICES SHOWN ARE INDICATIVE ONLY. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF ALL EXISTING SERVICES VIA NON-DESTRUCTIVE ROUTING PRIOR TO CONSTRUCTION AND PROVIDE ALL REPORTS TO THE W.S.C. FOR REVIEW.
 9. DEFLECTION ANGLES IN STRUCTURES ARE MEASURED CLOCKWISE FROM THE OUTLET PIPE.
 10. CONSTRUCTION IS TO VERIFY LOCATION AND INVERT LEVEL OF EXISTING SERVICES AT ALL CONNECTION POINTS PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE W.S.C.
 11. ALL EXCAVATION, SHORING AND STABILITY OF ADJACENT UTILITIES SERVICES OVERHEADS IS THE RESPONSIBILITY OF THE CONTRACTOR. USE OF SURGING ZONES, SAND DRAINAGE BACKFILL OR CONCRETE ENCASEMENT IS NOT A FORM OF STABILITY CONTROL.
 12. IF UNDESIRABLE GROUND (LESS THAN 500% ALLOWABLE BEARING CAPACITY FOR PIPES AND LOADS) ALONGSIDE BEARING CAPACITY FOR 15% 6m IN DEPTH OR WATER CHARGED GROUND IS FOUND, CONTRACTOR IS TO STOP WORK IN THE AREA AND NOTIFY WSC.
 13. ALL MAINTENANCE STRUCTURES SHALL BE IN ACCORDANCE WITH THE MAINTENANCE STRUCTURE DESIGN SPECIFICATION. CONTRACTORS MUST USE A DIFFERENT FITTING THE W.S.C. MUST BE APPROVED IN WRITING.
 14. MAINTENANCE PIPES TO BE LAYED AND LEFT OFF THE MAINTENANCE STRUCTURE. SINKHOLE DRAINAGE ASSUMED TO BE 150mm DIA. THE MAINTENANCE STRUCTURE, FUTURE LOT BOUNDARIES SHALL BE PERIOD BY PROJECT SURVEYOR PRIOR TO P.C.S. INSTALLATION ON TUDOR LOTS.
 15. BENEATH PROPERTY CONVECTION TUNNEL (REFER 010-2300) PIPES TO BE COMPLETE ENCASED SHOWN ACCORDING TO SUPPORT TYPE 120 (REFER 33M-102-1)
 16. AREAS BOUND THIS NOT BOUND:

- DEVELOPER PROPOSED P.A.V.C. WATERMAIN
- DEVELOPER PROPOSED MANHOLES
- DEVELOPER STREET TREE DRAINAGE PIT

No.	NO.	AMOUNT	DESCRIPTION	BY	DATE	UTILITIES	DATE	REF	TYPE
3	LINE 5 EXTENDED FOR FUTURE SUBDIVISION	100	19/10/22	WK	19/10/22	POTITLE	096	12/17/22	POTITLE
2	AMENDMENTS TO CC-DIM DESIGN	100	15/9/22	WK	15/9/22	POTITLE	096	12/17/22	POTITLE
1	ISSUE FOR APPROVAL	100	6/6/22	M.A.	6/6/22	POTITLE	096	12/17/22	POTITLE

PLAN TO BE USED FOR:	DATE	BY
WITH CURRENT STORM WATER STANDARDS		
WITH CURRENT WATER STANDARDS		
WITH PROPOSED WATER STANDARDS		
WITH PROPOSED STORM WATER STANDARDS		
WITH PROPOSED FUTURE STANDARDS		

NO.	NO.	AMOUNT	DESCRIPTION	BY	DATE
1	100	100	100	100	100

NO.	NO.	AMOUNT	DESCRIPTION	BY	DATE
1	100	100	100	100	100

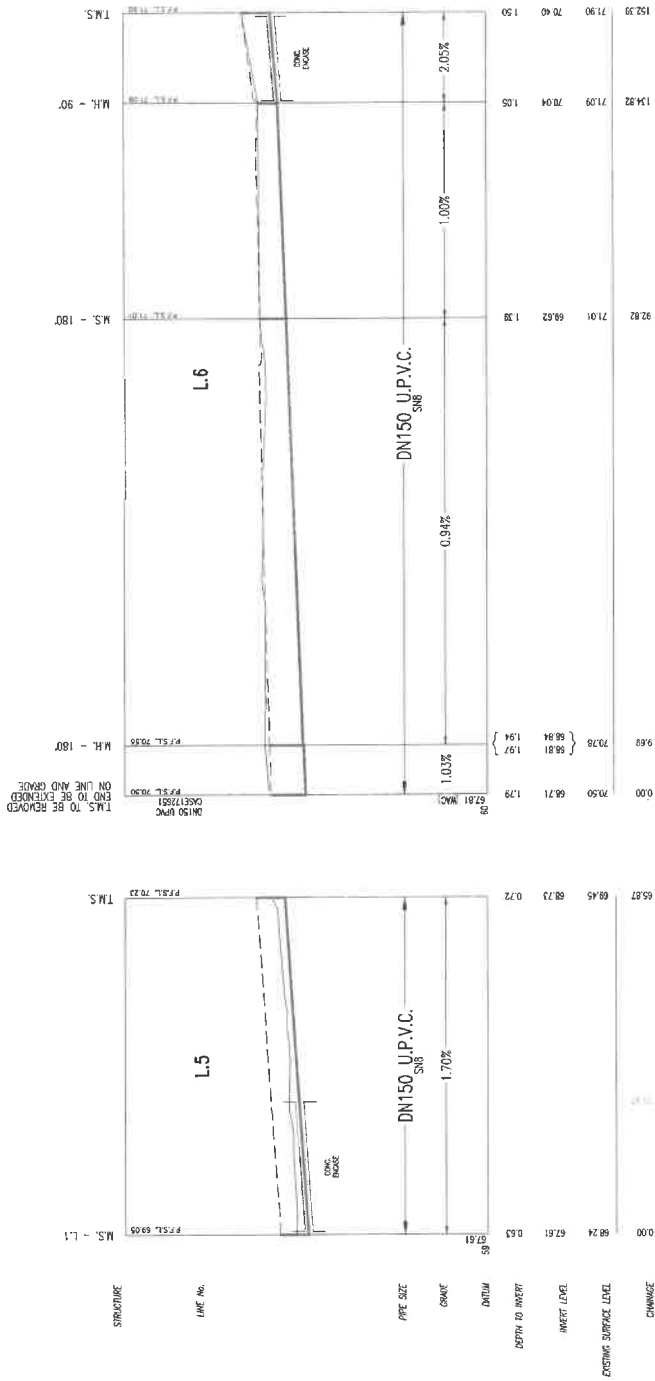
WATER
 Case No. 188075MWW
 LIVERPOOL SEWERAGE
 DRAINS TO SP1190
 VIA EIGHTEENTH AVENUE CARRIER

NO.	NO.	AMOUNT	DESCRIPTION	BY	DATE
1	100	100	100	100	100

NO.	NO.	AMOUNT	DESCRIPTION	BY	DATE
1	100	100	100	100	100

NO.	NO.	AMOUNT	DESCRIPTION	BY	DATE
1	100	100	100	100	100

DEVELOPER CONTRACT PLAN



MAINTENANCE STRUCTURE SCHEDULE

LINE NO.	CHANGE	TYPE	DN RISER	CLASS OF COVER	MATERIAL	COMMENT
1	1089	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE (3-IN)
1	2038	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE
1	1087	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE
1	8525	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE WITH LEVEL BEEP INLET
1	10768	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE (3-IN)
1	11845	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE
1	12710	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE (3-IN)
1	15438	M.S.	225	B	P.C.C.-U	CONVENTIONAL T.M.S.
1	12558	T.M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE
2	8688	M.S.	225	B	P.C.C.-U	CONVENTIONAL T.M.S.
3	6541	T.M.S.	225	B	P.C.C.-U	CONVENTIONAL T.M.S.
4	6685	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE
4	17133	T.M.S.	225	B	P.C.C.-U	CONVENTIONAL T.M.S.
5	6687	T.M.S.	225	B	P.C.C.-U	CONVENTIONAL T.M.S.
6	9159	M.H.	1050	B	CAST IN-SITU CONCRETE	DIC-2003
6	9282	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE
6	13482	M.S.	225	B	P.E. / P.C.C.-U	POD RT / C.A.M.S. TYPE
6	15039	T.M.S.	225	B	P.C.C.-U	CONVENTIONAL T.M.S.

WYOMING INSTRUMENTATION DIVISION
 WATER
 Case No. 188075WV
 DATE: 7 OF 3 SHEETS
 FOR DETAILS OF SERVICES SEE SHEET 1

.6.

ACCEPTED REQUISITIONS ON TITLE

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
 Purchaser:
 Property:
 Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

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

-2-

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

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

Capacity

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

Requisitions and transfer

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

.7.

PURCHASER'S DISCLOSURE FORM



Purchaser Disclosure Form

Lot Number:		
Address of the Property:	43 Seventeenth Ave Austral NSW 2179	
Price:	\$	
Name of Purchaser:		
Present <u>residential</u> address:		
Mobile Number:		
Email address:		
Date of Birth (Mandatory requirement):		
Australian Tax File Number:		
Residential Status:	<input type="checkbox"/> Australian Citizen or Permanent resident	<input type="checkbox"/> Other, please specify
Name of Purchaser:		
Present <u>residential</u> address:		
Mobile Number:		
Email address:		
Date of Birth (Mandatory requirement):		
Australian Tax File Number:		
Residential Status:	<input type="checkbox"/> Australian Citizen or Permanent resident	<input type="checkbox"/> Other, please specify
Company Name:		
Company ACN:		
Present <u>registered</u> office address:		
Australian Company:		If no, country of incorporation:
Name:		
Residential address:		
Mobile Number:		
Email address:		
Are you purchasing the property as trustee:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Trust:		
ACN or ABN of Trust:		

Signature of Purchaser / Director

Signature of Purchaser / Director/Secretary

Annexure B – Prescribed Documents

Annexure to Option



**LAND
REGISTRY
SERVICES**

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: B/373652

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/2/2024	12:08 PM	6	15/11/2023

LAND

LOT B IN DEPOSITED PLAN 373652
AT HOXTON PARK
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP373652

FIRST SCHEDULE

AUSTRAL NORTH NOMINEE PTY LTD (T AT435476)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 AT600264 CAVEAT BY WOOLWICH INVESTMENTS PTY LTD
- * 3 AT600265 CAVEAT BY RPG AUSTRAL NORTH PTY LTD
- * 4 AT600266 CAVEAT BY STELLAR NO. 6 COMMERCIAL PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1282638 PP DP1289616 PP DP1298007
PP DP1298008.

*** END OF SEARCH ***

231190

PRINTED ON 6/2/2024

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

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:2157235119

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AT600264

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

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

LODGED BY:

Responsible Subscriber: MATTHEWS FOLBIGG PTY LIMITED MATTHEWS FOLBIGG LAWYERS ABN 15904109618
Address: L 7, 10-14 Smith ST
Parramatta 2150
Email: CherylS@matthewsfolbigg.com.au
ELNO Subscriber Number: 1493
Customer Account Number: 500234J
Document Collection Box: 307V
Client Reference: SAS:CAS:220941

LAND TITLE REFERENCE

B/373652

CAVEATOR

WOOLWICH INVESTMENTS PTY LTD ACN 002153560
Registered company
L 7
10 Smith ST
PARRAMATTA NSW 2150

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
MATTHEWS FOLBIGG LAWYERS
L 7
10 - 14 Smith ST
Parramatta NSW 2150

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

AUSTRAL NORTH NOMINEE PTY LTD
43 SEVENTEENTH AV
AUSTRAL NSW 2179

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

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Mortgage
By virtue of: Mortgage Of Estate In Fee Simple
Dated: 21/05/2021

Between WOOLWICH INVESTMENTS PTY LTD
And AUSTRAL NORTH NOMINEE PTY LTD

Details Supporting The Claim: Agreement to secure by mortgage over the land contained in Folio Identifier B/373652 monies advanced by the Caveator to the registered proprietor

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

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

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

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

SIGNING

Signing Party Role: Receiving

I certify that:

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

Party Represented by Subscriber:

WOOLWICH INVESTMENTS PTY LTD

Signed By: Anna Zdrilic

Signer Capacity: Practitioner Certifier

ELNO Signer Number: 2731

Digital Signing Certificate Number:

**Signed for
Subscriber:**

MATTHEWS FOLBIGG PTY LIMITED ABN 15904109618

MATTHEWS FOLBIGG PTY LIMITED
MATTHEWS FOLBIGG LAWYERS

Subscriber Capacity: Representative Subscriber

ELNO Subscriber Number: 1493

Customer Account Number: 500234

Date: 14/11/2023

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:2154930015

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AT600265

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

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LODGED BY:

Responsible Subscriber: MATTHEWS FOLBIGG PTY LIMITED MATTHEWS FOLBIGG LAWYERS ABN 15904109618
Address: L 7, 10-14 Smith ST
Parramatta 2150
Email: CherylS@matthewsfolbigg.com.au
ELNO Subscriber Number: 1493
Customer Account Number: 500234J
Document Collection Box: 307V
Client Reference: SAS:CAS:220941

LAND TITLE REFERENCE

B/373652

CAVEATOR

RPG AUSTRAL NORTH PTY LTD ACN 647661710
Registered company
UNIT 7
114 - 124 Majors Bay RD
CONCORD NSW 2137

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
MATTHEWS FOLBIGG LAWYERS
L 7
10 - 14 Smith ST
Parramatta NSW 2150

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

AUSTRAL NORTH NOMINEE PTY LTD
L 7
10 Smith ST
PARRAMATTA NSW 2150

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

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Mortgage
By virtue of: Mortgage Of Estate In Fee Simple
Dated: 21/05/2021

Between RPG AUSTRAL NORTH PTY LTD
And AUSTRAL NORTH NOMINEE PTY LTD

Details Supporting The Claim: Agreement to secure monies advanced by the Caveator pursuant to Joint Venture Deed by mortgage security over the subject land

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

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

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

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Signing Party Role: Receiving

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

Party Represented by Subscriber:

RPG AUSTRAL NORTH PTY LTD

Signed By: Anna Zdrilic

Signer Capacity:Practitioner Certifier

ELNO Signer Number: 2731

Digital Signing Certificate Number:

**Signed for
Subscriber:**

MATTHEWS FOLBIGG PTY LIMITED ABN 15904109618

MATTHEWS FOLBIGG PTY LIMITED
MATTHEWS FOLBIGG LAWYERS

Subscriber Capacity:Representative Subscriber

ELNO Subscriber Number: 1493

Customer Account Number:500234

Date: 14/11/2023

System Document Identification

Form Number:08X-e
Template Number:x_nsw11
ELN Document ID:2157235122

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AT600266

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

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Responsible Subscriber: MATTHEWS FOLBIGG PTY LIMITED MATTHEWS FOLBIGG LAWYERS ABN 15904109618
Address: L 7, 10-14 Smith ST
Parramatta 2150
Email: CherylS@matthewsfolbigg.com.au
ELNO Subscriber Number: 1493
Customer Account Number: 500234J
Document Collection Box: 307V
Client Reference: SAS:CAS:220941

LAND TITLE REFERENCE

B/373652

CAVEATOR

STELLAR NO. 6 COMMERCIAL PTY LTD ACN 608479518
Registered company
L 7
10 Smith ST
PARRAMATTA NSW 2150

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
MATTHEWS FOLBIGG LAWYERS
L 7
10 - 14 Smith ST
Parramatta NSW 2150

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

AUSTRAL NORTH NOMINEE PTY LTD
43 SEVENTEENTH AV
AUSTRAL NSW 2179

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

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Mortgage
By virtue of: Mortgage Of Estate In Fee Simple
Dated: 21/05/2021

Between STELLAR NO. 6 COMMERCIAL PTY LTD
And AUSTRAL NORTH NOMINEE PTY LTD

Details Supporting The Claim: Agreement to secure monies advanced by the Caveator pursuant to Joint Venture Deed by mortgage security over the subject land

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

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

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

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

SIGNING

Signing Party Role: Receiving

I certify that:

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

Party Represented by Subscriber:

STELLAR NO. 6 COMMERCIAL PTY LTD

Signed By: Anna Zdrilic

Signer Capacity: Practitioner Certifier

ELNO Signer Number: 2731

Digital Signing Certificate Number:

**Signed for
Subscriber:**

MATTHEWS FOLBIGG PTY LIMITED ABN 15904109618

MATTHEWS FOLBIGG PTY LIMITED
MATTHEWS FOLBIGG LAWYERS

Subscriber Capacity: Representative Subscriber

ELNO Subscriber Number: 1493

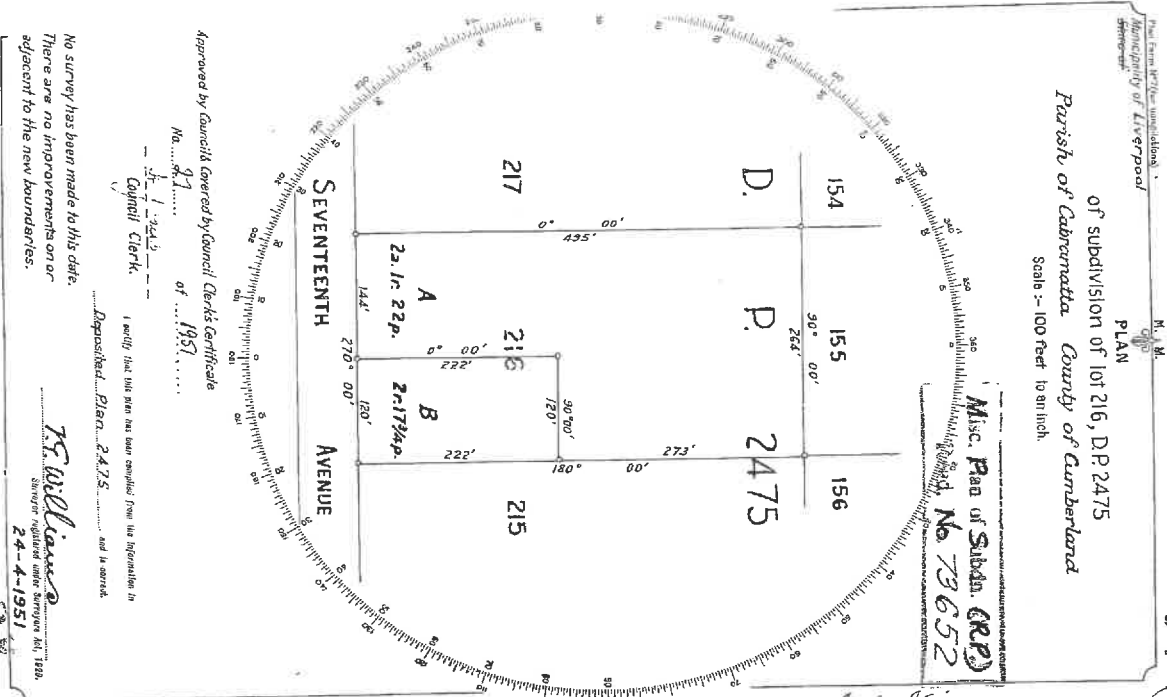
Customer Account Number: 500234

Date: 14/11/2023

F468711

FP373652

F468711



Municipality of Liverpool
 Parish of Cabernetta County of Cumberland
 of subdivision of lot 216, DP 2475
 Scale - 100 Feet to an inch.

Misc. Plan of Subdn. (C.R.P.)
 No. 73652

Approved by Councils covered by Council Clerk's Certificate
 No. 91 of 1951
 Council Clerk

No survey has been made to this date.
 There are no improvements on or adjacent to the new boundaries.

T. J. Williams
 Surveyor registered under Statute Act, 1920
 24-4-1951

This is the plan marked "A" referred to in *Memorandum of Transfer*
 Dated *31st May 1951*

John Rims
John Rims
 Signatures of parties to be made in this margin.



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 14th day of December, 1978

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS

FEET	INCHES	METRES
1	2 3/8	0.305
10	1	3.048
12	5/8	3.058
27	3 5/8	8.322
49	6	15.088
100		30.480
120		36.576
144		43.891
222		67.666
264		80.667
273		83.210
495		150.876
2220		676.556
AC RD P	50 M	
2 1/4	2 3/4	2.572
2 1/2	2 3/4	2.667

1



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

Ref.: 231190:149115
Ppty: 23183

Cert. No.: 4663

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 5834067
Receipt Amt.: 167.00
Date: 06-Feb-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 B DP 373652

Street Address: 43 SEVENTEENTH AVENUE, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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



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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.





**PLANNING CERTIFICATE UNDER SECTION 10.7
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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.

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

Note: Despite information in the table above, complying development codes do not apply or are modified in areas subject to land-use zoning under the 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 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.





**PLANNING CERTIFICATE UNDER SECTION 10.7
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**Cert. No.: 4663
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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?
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes





PLANNING CERTIFICATE UNDER SECTION 10.7
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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
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	No

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



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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 this 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*





**PLANNING CERTIFICATE UNDER SECTION 10.7
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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





PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

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(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.





THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT (EP&A ACT) 1979

1. Controlled access road

Does the land have a boundary to a controlled access road?

No

2. Sewer Access and On-site Management

On-Site Sewerage Management System/s

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

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

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

This property is serviced by an on-site sewage management system which requires on-going maintenance. If the system fails, an application under Section 68 of the Local Government Act 1993 may need to be submitted to Council to replace the system.

3. Other Information in Relation to Water Restrictions

Nil

Note: flooding certificate with level information will be provided only if the response to Section 9(1) of the Section 10.7(2) Certificate is 'Yes' or the land is fully/partially located in medium/high flooding risk area. No flood related development control applies to residential premises (exclude group homes and senior housing) if the land is only affected by low risk flood.

4. Contaminated Land

Nil





5. Airport Noise Affection*

Nil

6. Environmentally Significant Land

Nil

7. Archaeological Management Plan

Nil

8. Western Sydney Long Term Strategic Corridors*

Has the NSW Government identified that the land may be traversed by, or located near, a future transport corridor as identified in the Western Sydney Long Term Strategic Corridors project?

No

For more information on the Western Sydney Long Term Strategic Corridors, visit:

<https://www.transport.nsw.gov.au/corridors>

9. Fifteenth Avenue Smart Transit Project

Not Applicable

10. Offensive Odour and Rural Land Uses

The land is within the South-West Growth Centre. Despite the current zone, the land was formerly within a rural zoned area. In this area, there are certain agricultural activities that can cause noise, dust and odours that some people may find offensive. This should be taken into account when purchasing a dwelling or considering the erection of a dwelling house. The potential impact of any activities which may impact on nearby agricultural producers (such as pets, inadequate fencing, litter, poor weed control) should also be considered.

11. Other Matters

Nil





PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

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A handwritten signature in black ink, appearing to read "John Ajaka".

Hon John Ajaka
Chief Executive Officer
Liverpool City Council

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



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Web www.liverpool.nsw.gov.au NRS 13 36 77 ABN 84 181 182 471

Service Location Print

Application Number: 8002365656



Document generated at 29-03-2023 01:50:30 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)	
Ventshalt EDUCT			
Ventshalt 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

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

29 March 2023

Infotrack Pty Limited

Reference number: 8002365628

Property address: 43 Seventeenth Ave Austral NSW 2179

Sewer service diagram is not available

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

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

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

Yours sincerely



Jason Dagger
Head of Customer Metering & Accounts

Annexure C – Draft Plan of Subdivision

Annexure to Option

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 Sheet(s)
<p style="text-align: center;">OFFICE USE ONLY</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>DRAFT ONLY</p> <p>REVISION: 00, DATE: 06/04/2023</p> <p>NOT FOR INVESTIGATION AT NSW LRS</p> </div>	
<p>PLAN OF SUBDIVISION OF LOT 52 IN DP 1282638</p>	<p>LGA: LIVERPOOL</p> <p>Locality: AUSTRAL</p> <p>Parish: CABRAMATTA</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, AILESH MARY MACGILLICUDDY of ORION GROUP PO BOX 7936, BAULKHAM HILLS NSW 2153 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on , or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**.....) - was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed - was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'..... Type: *Urban / *Rural The terrain is *Level Undulating / *Steep Mountainous</p> <p>Signature: Dated: Surveyor Identification No: 8890..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p>Plans used in the preparation of survey/compilation DP 1282638</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person / *General Manager / *Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration Number:</p> <p>Consent Authority:</p> <p>Date of Endorsement:</p> <p>Subdivision Certificate Number:</p> <p>File Number:</p> <p><small>*Strike through if inapplicable</small></p>	
<p>Surveyor's Reference: KF113659</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 Sheet(s)

OFFICE USE ONLY

OFFICE USE ONLY

Registered:

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REVISION: 00, DATE: 06/04/2023
NOT FOR INVESTIGATION AT NSW LRS

PLAN OF SUBDIVISION OF LOT 52 IN
DP 1282638

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

Subdivision Certificate Number:

Date of Endorsement:

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

1. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)
2. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A1)
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
101	-	FANG	STREET	AUSTRAL
102	-	FANG	STREET	AUSTRAL
103	-	FANG	STREET	AUSTRAL
104	-	FANG	STREET	AUSTRAL
105	-	FANG	STREET	AUSTRAL
106	-	FANG	STREET	AUSTRAL
107	-	SEVENTEENTH	AVENUE	AUSTRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: KF113659

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

OFFICE USE ONLY	OFFICE USE ONLY
Registered:	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>DRAFT ONLY REVISION: 00, DATE: 06/04/2023 NOT FOR INVESTIGATION AT NSW LRS</p> </div>
PLAN OF SUBDIVISION OF LOT 52 IN DP 1282638	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with Section 88B <i>Conveyancing Act 1919</i> Signatures and Seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate Number: Date of Endorsement:	

CONSENT OF OWNERS:

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW BY THE AUTHORISED PERSON(S) WHOSE SIGNATURE(S) APPEAR BELOW PURSUANT TO THE AUTHORITY SPECIFIED.

COMPANY NAME:

COMPANY ACN OR ABN:

AUTHORITY: SECTION 127 OF THE CORPORATIONS ACT 2001

.....
SIGNATURE

.....
SIGNATURE

.....
NAME (BLOCK LETTERS)

.....
NAME (BLOCK LETTERS)

.....
POSITION

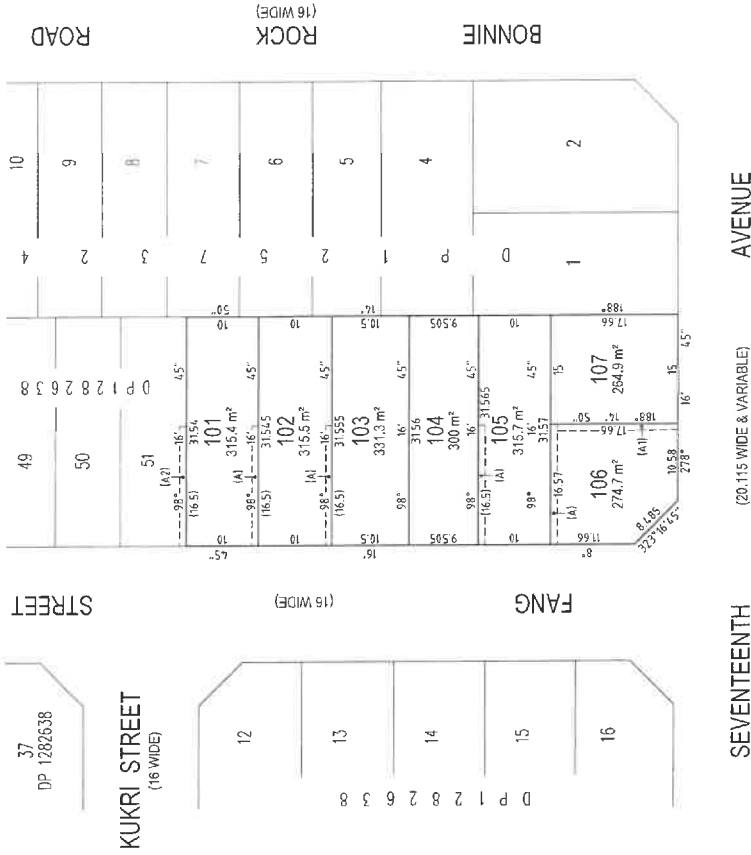
.....
POSITION

CONSENT OF MORTGAGEE:

If space is insufficient use additional annexure sheet

Surveyor's Reference: KF113659

PLANNING ONLY
 FOR INFORMATION ONLY
 NOT FOR INVESTIGATION AT BROWLERS
 LOT DIMENSIONS AND AREAS ARE SUBJECT TO SURVEY &
 REGISTRATION OF THE FINAL PLAN AT HIS/HERS
 EACH PART LOCATIONS & WIDTHS ARE SUBJECT TO VARIATION
 LINES MAY BE SUBJECT TO FURTHER EASEMENTS
 RESTRICTIONS AND POSITIVE COMMENTS



(A1) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
 (A2) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
 (A3) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (DP 1282638)

SURVEYOR
 Name: AILESH HARY MACGILLICUDDY
 ORION GROUP
 Date:
 Reference: KF113659

PLAN OF SUBDIVISION OF LOT 52 IN DP 1282638

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

PPN DP 1289616

Annexure D – Draft Instrument

Annexure to Option

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

(Sheet 1 of 6 sheets)

Plan:

DRAFT ONLY
REVISION: 00, DATE: 06/04/2023
NOT FOR INVESTIGATION
AT NSW LRS

Plan of Subdivision of Lot 52 in DP 1282638
covered by Subdivision Certificate No.
Dated:

**Full name and address
of the owner(s) of the land:**

AUSTRAL NORTH NOMINEE PTY LTD
(ACN 647 661 710)
Level 5, 65 Walker Street
North Sydney NSW 2060

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 (A)	101 102 105 106	102 103 104 105
2	Easement for Access & Maintenance 0.9 Wide (A1)	106	107
3	Restriction on the Use of Land	106 & 107	Liverpool City Council
4	Positive Covenant	Each Lot	Liverpool City Council
5	Restriction on the Use of Land	101 – 106 inclusive	Liverpool City Council
6	Restriction on the Use of Land	106	Liverpool City Council
7	Restriction on the Use of Land	Each Lot	Every other Lot

.....
Attesting Witness

Plan:

<p>DRAFT ONLY REVISION: 00, DATE: 06/04/2023 NOT FOR INVESTIGATION AT NSW LRS</p>
--

Plan of Subdivision of Lot 52 in DP 1282638 covered by Subdivision Certificate No. Dated:

Part 2 (Terms)

Terms of Easement numbered 1 and 2 in the abovementioned plan:

1.1 The owner of the lot benefited may:

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

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

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

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

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

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

The Authority whose consent is required to release, vary or modify the Easements numbered 1 & 2 in the abovementioned plan is **Liverpool City Council**.

.....
Attesting Witness

Plan:

DRAFT ONLY
REVISION: 00, DATE: 06/04/2023
NOT FOR INVESTIGATION
AT NSW LRS

Plan of Subdivision of Lot 52 in DP 1282638 covered by Subdivision Certificate No. Dated:

Terms of Restriction numbered 3 in the abovementioned plan:

No dwelling shall be erected on the lot(s) hereby burdened unless sited and constructed in accordance with controls set out in the Building Envelope Plan prepared by Orion Consulting (Project No. 22-0181, Set No. 2, Plan 002, Revision A, Dated 29/09/2022), approved by Liverpool City Council.

The Authority whose consent is required to release, vary or modify the Restriction numbered 3 in the plan is **Liverpool City Council**.

Terms of Positive Covenant numbered 4 in the abovementioned plan:

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

The Authority whose consent is required to release, vary or modify the Positive Covenant numbered 4 in the plan is **Liverpool City Council**.

Terms of Restriction numbered 5 in the abovementioned plan:

No driveway shall be constructed for the lot(s) hereby burdened unless it is located in accordance with the approved plans and notice of determination (Development Consent) for DA-1097/2022.

The Authority whose consent is required to release, vary or modify the Restriction numbered 5 in the plan is **Liverpool City Council**.

Terms of Restriction numbered 6 in the abovementioned plan:

No driveway crossing shall be constructed for the lot(s) hereby burdened unless it is located no closer than 6 metres to the kerb and gutter tangent point.

The Authority whose consent is required to release, vary or modify the Restriction numbered 6 in the plan is **Liverpool City Council**.

.....
Attesting Witness

Plan:

DRAFT ONLY
REVISION: 00, DATE: 06/04/2023
NOT FOR INVESTIGATION
AT NSW LRS

Plan of Subdivision of Lot 52 in DP 1282638
covered by Subdivision Certificate No.
Dated:

Terms of Restriction numbered 7 in the abovementioned plan:

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

The Corporation whose consent is required to release, vary or modify the Restriction numbered 7 in the abovementioned plan is **AUSTRAL NORTH NOMINEE PTY LTD** of Level 5, 65 Walker Street, North Sydney for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan. All costs associated with any such release, variation or modification shall be borne by the applicant.

.....
Attesting Witness

Plan:

<p style="text-align: center;">DRAFT ONLY REVISION: 00, DATE: 06/04/2023 NOT FOR INVESTIGATION AT NSW LRS</p>
--

Plan of Subdivision of Lot 52 in DP 1282638 covered by Subdivision Certificate No. Dated:

Signatures

Consent of Owner:

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.

Company Name: AUSTRAL NORTH NOMINEE PTY LTD

Company ACN or ABN: ACN 647 661 710

Authority: Section 127 of The Corporations Act 2001

.....
Signature

.....
Signature

.....
Name (Block Letters)

.....
Name (Block Letters)

.....
Position

.....
Position

Consent of Mortgagee:

.....
Attesting Witness

Plan:

<p><u>DRAFT ONLY</u> REVISION: 00, DATE: 06/04/2023 NOT FOR INVESTIGATION AT NSW LRS</p>

Plan of Subdivision of Lot 52 in DP 1282638 covered by Subdivision Certificate No. Dated:

Signatures

The Liverpool City Council by its authorised delegate pursuant to Section 377 of the Local Government Act 1993

.....
Signature of Delegate

.....
Name of Delegate

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

.....
Signature of Witness

.....
Name of Witness

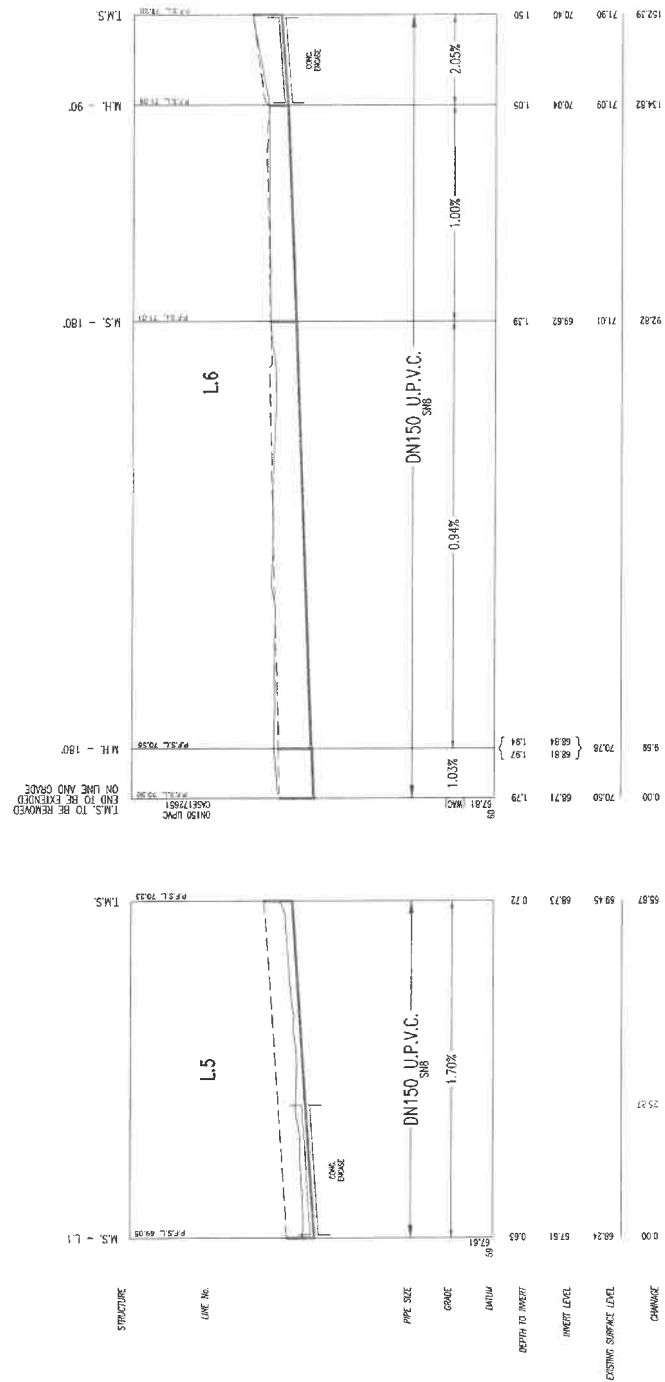
.....
Address of Witness

.....
Attesting Witness

Annexure E – Draft Sewer Plan

Annexure to Option

DEVELOPER CONTRACT PLAN



MAINTENANCE STRUCTURE SCHEDULE

LINE NO.	CHAINAGE	TYPE	DN (MM)	CLASS OF COVER	MATERIAL	COMMENTS
1	10.94	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE (3-WAY)
1	20.90	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
1	70.61	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
1	78.47	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
1	89.96	U.S.	300	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE WITH LEVEL BREF INLET
1	102.96	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
1	109.28	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
1	127.10	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
1	154.58	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE (3-WAY)
1	175.96	T.M.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
2	66.86	U.S.	225	B	PC-U	CONCRETE/T.M.S.
2	112.19	T.M.S.	225	B	PC-U	CONCRETE/T.M.S.
3	63.41	T.M.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
4	69.69	U.S.	225	B	PE / PCC-U	CONCRETE/T.M.S.
4	122.33	T.M.S.	225	B	PE / PCC-U	CONCRETE/T.M.S.
5	65.87	T.M.S.	225	B	PE / PCC-U	CONCRETE/T.M.S.
6	9.69	M.H.	1000	B	EAST IN-SITU CONCRETE	CONCRETE/T.M.S.
6	92.82	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
6	134.82	U.S.	225	B	PE / PCC-U	POD PIT / C.A.M.S. TYPE
6	152.09	T.M.S.	225	B	PE / PCC-U	CONCRETE/T.M.S.

WORKS CONTRACT INFORMATION

WATER
 WATER SUPPLY CORPORATION
 Case No: 190075MW
 Date: 3/10/22
 Sheet: 3 of 3

PROJECT INFORMATION

PROJECT NO: 190075MW
 PROJECT NAME: WATER SUPPLY CORPORATION
 PROJECT LOCATION: WATER SUPPLY CORPORATION

PROJECT DETAILS OF SERVICES: SEE SHEET 1

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.