

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor	Crownland Leppington No.2 Pty Ltd ACN 609 743 571 Suite 301/95 Pitt St, Sydney, NSW 2000	
vendor's solicitor	CW Conveyancing 52 Jindabyne Crescent, Peakhurst Heights 2210 PO Box 8, Peakhurst NSW 2210	Phone: 02 9596 2293 Fax: email only Ref: CW:26118 E:cindyconvey@optusnet.com.au
date for completion	14 days after the contract date	(clause 15)
land (address, plan details and title reference)	Lot _____ Rose Grounds, 230-260 Fifth Ave Austral 2179 Lot _____ DP1230961 Folio Identifier _____/1230961	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION	
attached copies	<input checked="" type="checkbox"/> VACANT LAND	
	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered:	
	<input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes
Proposed electronic transaction (clause 30) ☐ no ☒ YES

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

Land tax is adjustable ☐ NO ☒ yes
GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☐ NO ☒ yes

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

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

Purchaser must make an *RW payment* ☐ NO ☒ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

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

Supplier's name: **Crownland Leppington No.2 Pty Ltd – The Trustee for Crown Trust 26**
 Supplier's ABN: 9795926901
 Supplier's business address: **Suite 301/95 Pitt St, Sydney, NSW 2000**
 Supplier's email address: **george@crownland.com.au**
 Supplier's phone number: **8259-8080**
 Supplier's proportion of *RW payment*: \$

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

SPECIAL CONDITIONS

32 Alterations to printed form

- 32.1 To the extent that any of these special conditions are inconsistent with any of the clauses 1-31 of the standard form contract for the sale of land - 2017 edition these special conditions will prevail.
- 32.2 The provisions of the standard form contract for the sale of land - 2017 edition are amended as follows:-
- Clause **1** - the definition of 'bank' is amended by deleting 'a building society or a credit union';
 - Clause **1** – the definition of 'depositholder' is amended by replacing “vendor’s agent (or if no vendor’s agent is named in this contract, the vendor’s solicitor)” with “vendor’s solicitor”.
 - Clause **7.1.1** - '5% of the price' is replaced by '\$1,000';
 - Clause **10.1.8** and **10.1.9** - 'substance' is replaced by 'existence';
 - Clause **14.4.1** is replaced by "only if land tax is or was payable for the year, but whether or not an affirmative choice in that regard has been indicated on page 1 of this contract";
 - Clause **14.4.2** is replaced by “by adjusting that amount obtained by applying the percentage rate at which the vendor is assessed in the year in which settlement takes place to the average value of the land (as defined in the Land Tax Management Act 1956) and if the land (or part of it) had no separate taxable value, then by calculating its separate taxable value on a proportional area basis and the amount to be adjusted is the amount determined by applying the percentage rate at the which the vendor is assessed for land tax in that year to that average value.”
 - Clause **15** – '3.30 pm on the' is inserted after 'by';
 - Clause **16.5** - 'plus another 20% of that fee' is deleted.
 - Clause **28**- is deleted.

33 Real Estate Agent

- 33.1 The vendor warrants that the vendor has not entered into any sole or exclusive agency agreement in respect of the property with any real estate agent other than the Vendor's agent.
- 33.2 The purchaser warrants that no real estate agent other than the Vendor's agent has shown the property to the purchaser on behalf of the vendor nor introduced the purchaser to the vendor or the property nor has any such other agent been in any other way whatsoever the real and effective cause of this sale.
- 33.3 The purchaser indemnifies the vendor against any claim brought against the vendor in consequence of any matter which would amount to a breach of the warranty in 33.2 above, including all legal costs incurred by the vendor in connection with any such claim both on a party and party basis and on a solicitor and client basis.

34 Notice to Complete

- 34.1 If either party is unable or unwilling to complete before 3.30 pm on the completion date the other party shall be entitled at any time after the completion date to serve a notice to complete requiring completion within a period of not less than 14 days after the date of service of the notice and making time of the essence for completion.
- 34.2 The parties declare that they consider such a period in a notice to complete reasonable and sufficient to make time of the essence for completion.
- 34.3 The party giving the notice shall be entitled by notice served on the other to withdraw it at any time but withdrawal of any notice to complete shall not preclude the subsequent issue of a further notice to complete.

35 Interest & additional costs

- 35.1 If this contract is not completed on or before the completion date because of the purchaser's default then, without prejudice to any other rights or remedies of the vendor, the purchaser must pay in cash to the vendor on the eventual date of completion interest on the balance of the price.
- 35.2 Any such interest shall be calculated at the rate of 10% per annum from the completion date to the date upon which the purchaser completes this contract (including only one of those dates) but in making this calculation there shall be omitted any part of that period during which completion has been delayed in consequence of the vendor's own default.
- 35.3 If in the circumstances described in 35.1 above a notice to complete is served on behalf of a party then, without prejudice to any other rights or remedies of the other party, the party receiving the notice must pay to the other party's solicitor on the eventual date of completion the sum of three hundred and eighty five dollars (inclusive of GST) in respect of additional legal costs.
- 35.4 The parties agree that the calculations of interest as above represent a genuine pre-estimate of the vendor's damages by way of lost interest on the unpaid purchase money, the vendor's continuing liability for rates taxes and other outgoings and additional legal costs.
- 35.5 The parties agree that the stipulation for the payment of interest and legal costs in the above circumstances is an essential term of this contract and the purchaser shall not be entitled to require the vendor to complete this contract unless all (if any) such amounts are paid on completion.

36 Application of Deposit on Termination

- 36.1 Despite any other provisions of this contract if it is terminated by either party pursuant to a notice to complete the party terminating the contract pursuant to such a notice shall be entitled to the deposit and all accrued interest without any further order authority or direction from any party.
- 36.2 The parties authorise any agent or other deposit holder to release the deposit and all interest accrued on it to the party terminating the contract pursuant to the notice to complete.

37 Acknowledgments by Purchaser

- 37.1 The purchaser acknowledges that the purchaser is purchasing the property in its present state of repair and condition with any defects whatsoever whether latent or patent and that the purchaser shall not be entitled to make any requisition or claim, to delay completion or to

rescind or terminate this contract for any reason whatsoever in connection with or arising from the state of repair or condition of the property or its suitability for any particular purpose.

- 37.2 The purchaser acknowledges that the purchaser shall not be entitled to require the vendor to carry out any work on or in relation to the property for any reason whatsoever.
- 37.3 The purchaser acknowledges that in deciding to enter into this contract the purchaser has not relied upon any statement, representation, warranty, condition or promise made or given by or on behalf of the vendor except those that are expressly set out in this contract.
- 37.4 The vendor discloses that the property is affected as described and/or as shown in the copy documents attached to this contract and the purchaser shall not be entitled to make any requisition or claim, delay completion, or rescind or terminate this contract by reason of anything whatsoever so disclosed and for the purposes of this special condition and clause 10 the purchaser acknowledges that the vendor has disclosed all of the information appearing in any copy documents attached to this contract even if this contract does not refer specifically to such disclosure.
- 37.5 The purchaser warrants that it is aware of the provisions of the development consent given by Liverpool Council referred to in the section 88B instrument attached to this contract and the purchaser shall not be entitled to raise any requisition, claim or objection in respect of the terms of that 88B instrument or the terms of that development consent.

38 — Plan of subdivision

- ~~38.1 If at the date of this contract, the property is a lot in an unregistered plan the provisions of this special condition 38 will apply and the vendor will use its reasonable endeavours to obtain registration of that part of the plan annexed hereto (“the Plan”) as is necessary to create the unregistered lot as a lot in a deposited plan wholly under the provisions of the Real Property Act on or before 22 December 2019 (“Registration Period”) but subject to special condition 38.5 if such registration has not occurred on or before the expiry of the Registration Period such further period as may be agreed by the parties then the purchaser may rescind this contract by notice in writing to the vendor and, subject to complying with the provisions of section 66ZL of the Conveyancing Act 1919, the vendor may also rescind this contract.~~
- ~~38.2 The purchaser acknowledges that the Plan may be registered in any number of separate stages and the purchaser shall not be entitled to make any objection, claim or requisition in that regard but each stage may function independently of the other stages.~~
- ~~38.3 The purchaser acknowledges that the vendor may make such alterations to the Plan as may be desirable or necessary to obtain the approval of Liverpool Council or the Registrar General or any other competent authority and the purchaser shall not be entitled to make any objection requisition or claim for compensation on account of the alteration or any alterations of lot numbers or minor variations or discrepancies between the Plan and the plan registered by the Registrar General but if such alterations variations or discrepancies are other than minor then the purchaser may within seven (7) days of notice to the purchaser or his solicitor of registration of the Plan rescind this agreement whereupon the provisions of Clause 19 shall apply. For the purpose of this clause a variation exceeding five percent (5%) in any material parameter shall be deemed to be other than minor, but if a right of rescission arising under condition 38.3 is not exercised within seven (7) days this contract shall bind the parties in all respects as if the right had not been included.~~
- ~~38.4 The completion date shall be the later of 14 days after the contract date and that date being 14 days after notice by the Vendor to the Purchaser of registration of the Plan.~~

~~38.5 Despite any other provision of this contract, if the Plan is not registered on or before the Registration Period due in whole or in part to any of the following:—~~

- ~~• damage by fire explosion earthquake lightning storm tempest war or civil commotion;~~
- ~~• proceedings taken or threatened by or disputes with adjoining or neighbouring owners;~~
- ~~• any delay by Liverpool Council in giving any necessary approval (provided that the Vendor shall have taken all reasonable steps to obtain such approval);~~
- ~~• strikes lockouts or inclement weather;~~
- ~~• any other cause matter or thing beyond the control of the Vendor;~~

~~and if the Vendor's superintendent of works certifies the period of any such delay the Vendor may then at any time by written notice to the Purchaser extend the Registration Period by an amount no greater than the period of the delay so certified.~~

~~38.6 The purchaser acknowledges that location of water, telephone, sewerage and electricity services ("Services") may not be known at the date of this contract and the vendor shall ensure that before completion that proposed roads shown on the Plan shall be made to a reasonable standard and that connections are provided to the property in respect the Services and the Purchaser shall not be entitled to make any requisition, objection or claim as to the final location of the Services and a certificate from the relevant authority that a connection is available to the property shall be conclusive evidence of the availability of that service.~~

~~39 Easements, etc.~~

~~39.1 The vendor reserves the right to create such easements, rights of carriageway, restrictions as to user and/or positive covenants as may be required by the vendor, Liverpool Council or any other competent authority and the purchaser shall not be entitled to make any objection requisition or claim in relation to the creation of such encumbrances whether by way of an instrument registered with the Plan under section 88B of the Real Property Act or otherwise but if any such easements, rights of carriageway, restrictions as to user and/or positive covenants shall have the effect of preventing the construction of residential dwellings upon the Land then the purchaser may within seven (7) days of notice to the purchaser or his solicitor of registration of the Plan rescind this agreement whereupon the provisions of Clause 19 shall apply.~~

40 Encumbrances, etc.

40.1 The purchaser covenants and agrees with the vendor that he will not do or permit to be done any act matter or thing which will prevent or delay or may have the effect of preventing or delaying the registration of the Plan and any associated dealings and without limiting the generality of the foregoing it is a condition of this contract that the purchaser will not at any time prior to the date of registration of the plan lodge or cause or permit to be lodged a caveat on the title to the property or the title to the parcels of land that are or will be the subject of the plan and it is a further condition that he will not commence any proceedings in any court or make any application that might have the effect of impeding or delaying registration.

40.2 If at the time of completion there shall have been noted on any certificate of title in respect of the property or any part thereof any mortgage writ or caveat, or if any mortgage, writ or caveat shall have been lodged for registration, but not yet registered, the purchaser will (if so required by the vendor) accept a discharge or withdrawal of the same so far as it relates to the property provided that any such discharge or mortgage or withdrawal of writ or caveat shall have been

duly executed and shall be in registrable form and that the registration fees (if any) in respect thereof are allowed by the vendor to the purchaser upon settlement.

- 40.3 The vendor shall be under no obligation to remove any charge on the property in respect of any rate tax or outgoing until completion actually takes place and the vendor shall not be deemed in consequence of any such charge to be unable not ready or unwilling to complete this contract and shall be entitled to serve a notice to complete on the purchaser notwithstanding that there may be such a charge at the time or after the notice is served.

41 Goods and Services Tax

- 41.1 The Purchaser acknowledges that:

- (a) the Price includes GST;
- (b) the vendor will use the margin scheme in determining the amount of GST payable (whether or not an affirmative choice in that regard has been indicated on page 1 of this contract.

42 Investment of deposit

- 42.1 Until completion, termination or rescission of this contract the deposit may be invested by the depositholder in the manner provided by clause 2.9 and, despite the provisions of that clause, no further direction to the depositholder shall be required, but on reasonable request either party each shall do whatever may be necessary or appropriate to facilitate that investment.

43. Requisitions on title

- 43.1 For the purposes of clause 5.1 of this contract the purchaser is taken to have made the requisitions on title in the form annexed to this contract and the vendor shall not be required to reply to any other form of requisitions served by the purchaser under clause 5.1.

44 Rates

- 44.1 If on the completion date there is no separate assessment for the property in respect of rates payable to Liverpool Council the parties shall apportion the estimated sum of \$1,450 per annum for council rates as if such sum had been paid in advance by the vendor in lieu of the unassessed rates. In the case of any apportionment on such an estimated basis the vendor undertakes despite completion to pay the actual assessment when it does issue but there shall be no re-adjustment of the apportionment made at completion.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 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

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*; if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

Rose Grounds / 230-260 Fifth Ave AUSTRAL NSW 2179

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*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal 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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and 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?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;

- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(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 including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 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 not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 111/1230961

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CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 111 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
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- 9 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
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NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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LAND

LOT 112 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
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- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
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- 5 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
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- 6 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 1.2
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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NOTATIONS

UNREGISTERED DEALINGS: NIL

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LAND

LOT 113 IN DEPOSITED PLAN 1230961
AT AUSTRAL
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PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 113/1230961

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

12 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

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LAND

LOT 114 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
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- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 114/1230961

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

- 12 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
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- 13 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
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NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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FOLIO: 115/1230961

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LAND

LOT 115 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
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- 4 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
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NOTATIONS

UNREGISTERED DEALINGS: PP SP97086.

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FOLIO: 116/1230961

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LAND

LOT 116 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1227941 EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING
EQUIPMENT 0.5 METRE(S) WIDE AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1227941 EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING
EQUIPMENT 0.5 METRE(S) WIDE AND VARIABLE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: PP SP97087.

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LAND

LOT 117 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 117/1230961

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

- 12 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
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NOTATIONS

UNREGISTERED DEALINGS: NIL

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LAND

LOT 118 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
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S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 8 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 10 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 11 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 118/1230961

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

12 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 119/1230961

SEARCH DATE	TIME	EDITION NO	DATE
15/4/2019	3:26 PM	1	1/4/2019

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LAND

LOT 119 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 6 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 1.2
METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE
S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 7 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 9 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 10 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT
- 11 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 119/1230961

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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FOLIO: 120/1230961

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15/4/2019	3:25 PM	1	1/4/2019

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CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 120 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
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NUMBERED (5) IN THE S.88B INSTRUMENT
- 6 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 7 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 8 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT
- 9 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 121/1230961

SEARCH DATE	TIME	EDITION NO	DATE
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LAND

LOT 121 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 6 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
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- 9 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

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-----FOLIO: 122/1230961

SEARCH DATE	TIME	EDITION NO	DATE
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15/4/2019	3:26 PM	1	1/4/2019

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LAND

LOT 122 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
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FOLIO: 122/1230961

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LAND

LOT 123 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
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METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE
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- 7 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 1.2
METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE
S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE
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- 8 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
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- 10 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 11 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 123/1230961

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

12 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

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FOLIO: 124/1230961

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LAND

LOT 124 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 6 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 1.2
METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE
S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 8 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 10 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 11 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT
- 12 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 124/1230961

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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FOLIO: 125/1230961

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15/4/2019	3:25 PM	1	1/4/2019

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LAND

LOT 125 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 7 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 8 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 9 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT
- 10 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 126/1230961

SEARCH DATE	TIME	EDITION NO	DATE
15/4/2019	3:26 PM	1	1/4/2019

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CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 126 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1227941 EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING
EQUIPMENT 0.5 METRE(S) WIDE AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 5 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 0.9
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
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S.88B INSTRUMENT
- 11 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

NOTATIONS

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 126/1230961

PAGE 2

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

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15/4/2019	3:25 PM	1	1/4/2019

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LAND

LOT 127 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1227941 EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING
EQUIPMENT 0.5 METRE(S) WIDE AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
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AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
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METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 127/1230961

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SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

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LAND

LOT 128 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 1.2
METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE
S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 6 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 1.2
METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE
S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 7 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 9 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 10 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT
- 11 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

glscindy

PRINTED ON 15/4/2019

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 128/1230961

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glscindy

PRINTED ON 15/4/2019

Obtained from NSW LRS on 15 April 2019 03:26 PM AEST

* 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.

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 129/1230961

SEARCH DATE	TIME	EDITION NO	DATE
15/4/2019	3:26 PM	1	1/4/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 129 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1230961 EASEMENT FOR ACCESS , MAINTENANCE AND OVERHANG 1.2
METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE
S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 6 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 7 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 8 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 9 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT
- 10 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glscindy

PRINTED ON 15/4/2019



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 130/1230961

SEARCH DATE	TIME	EDITION NO	DATE
15/4/2019	3:25 PM	1	1/4/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 130 IN DEPOSITED PLAN 1230961
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1230961

FIRST SCHEDULE

CROWNLAND LEPPINGTON NO. 2 PTY LTD

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN295677 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 DP1230961 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 5 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1230961 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT
- 8 DP1230961 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

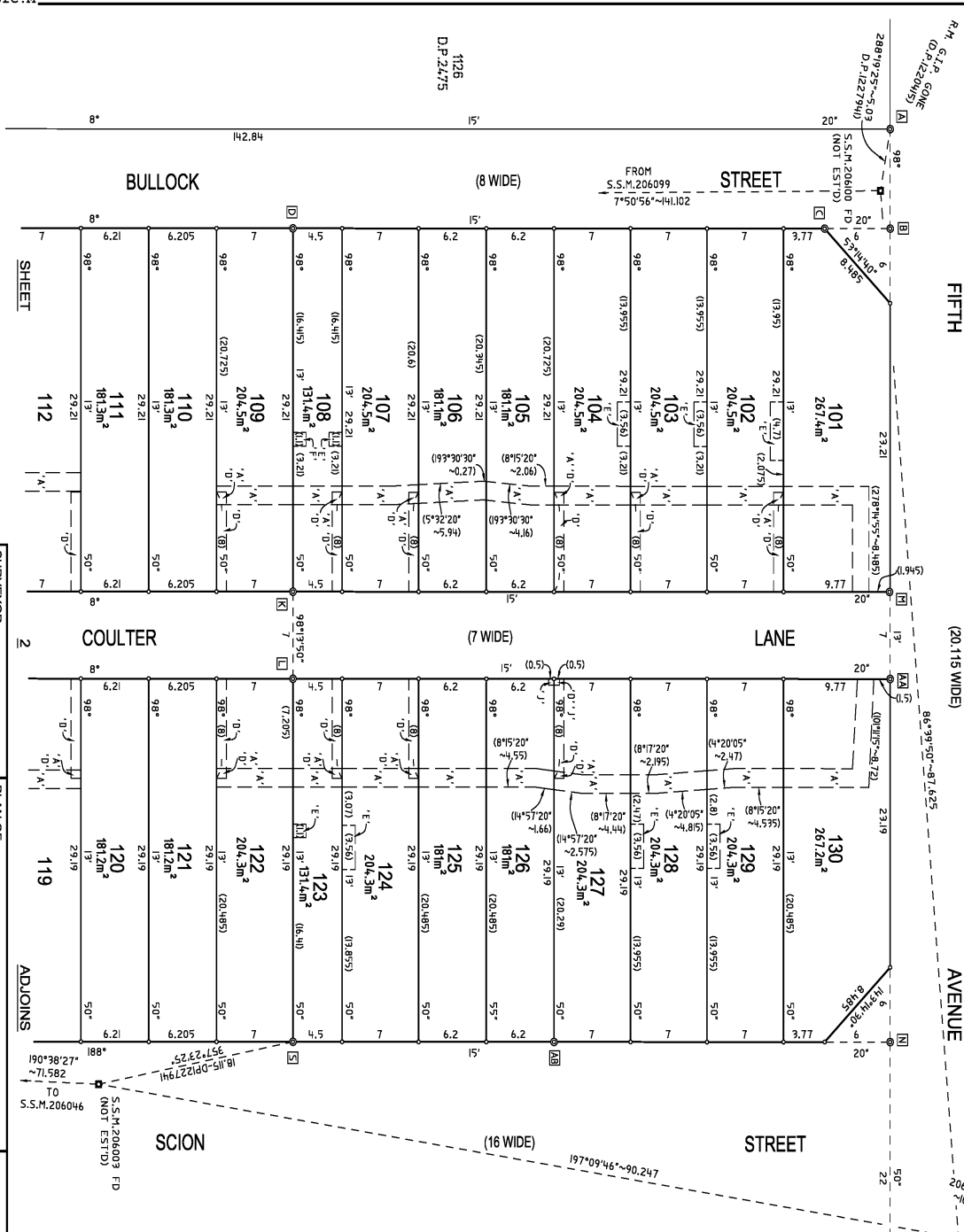
glscindy

PRINTED ON 15/4/2019

Obtained from NSW LRS on 15 April 2019 03:26 PM AEST

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SCHEDULE OF REFERENCE MARKS			
NO	BEARING	DISTANCE	DESCRIPTION
A	258°37' 4.5"	7.27	R. M. D. H. & W. FOUND
B	82°07'10"	3. 115	R. M. S. M. 2601.0 FOUND
B	225°45' 50"	6. 35	R. M. D. H. & W. FOUND
C	86°22'10"	3. 35	R. M. D. H. & W. FOUND
D	101°53'10"	3. 345	R. M. D. H. & W. FOUND
D	168°57' 00"	9. 185	R. M. D. H. & W. FOUND
K	7°43' 35"	11. 14	R. M. D. H. & W. FOUND
L	31°41' 50"	12. 275	R. M. D. H. & W. FOUND
M	101°49' 30"	0. 22 & 6. 56	R. M. D. H. & W. FOUND
N	188°27'15"	3. 565 & 15. 575	R. M. D. H. & W. FOUND
O	149°25' 40"	6. 135	R. M. D. H. & W. FOUND
S	253°02' 48"	3. 74	R. M. D. H. & W. FOUND
T	285°51' 25"	2. 815	R. M. D. H. & W. FOUND
U	280°05' 20"	3. 41	R. M. D. H. & W. FOUND
ADD REF BY ME 10 P. 1273941			
ADD REF BY ME 10 P. 1273941			
ADD REF BY ME 10 P. 1273941			

1. ALL BOUNDARIES OF EASEMENTS 'D', 'E', & 'F' ARE PARALLEL & PERPENDICULAR TO THE INTERSECTING LOT BOUNDARIES.

*A. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
*B. EASEMENT FOR ACCESS, MAINTENANCE & OVERLAP 0.9 WIDE
*C. EASEMENT FOR ACCESS, MAINTENANCE & OVERLAP 1.2 WIDE NO. 3
*D. EASEMENT FOR ACCESS, MAINTENANCE & OVERLAP 1.2 WIDE NO. 4
*J. EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 0.5 WIDE WIDE D.P. 1272/94-1

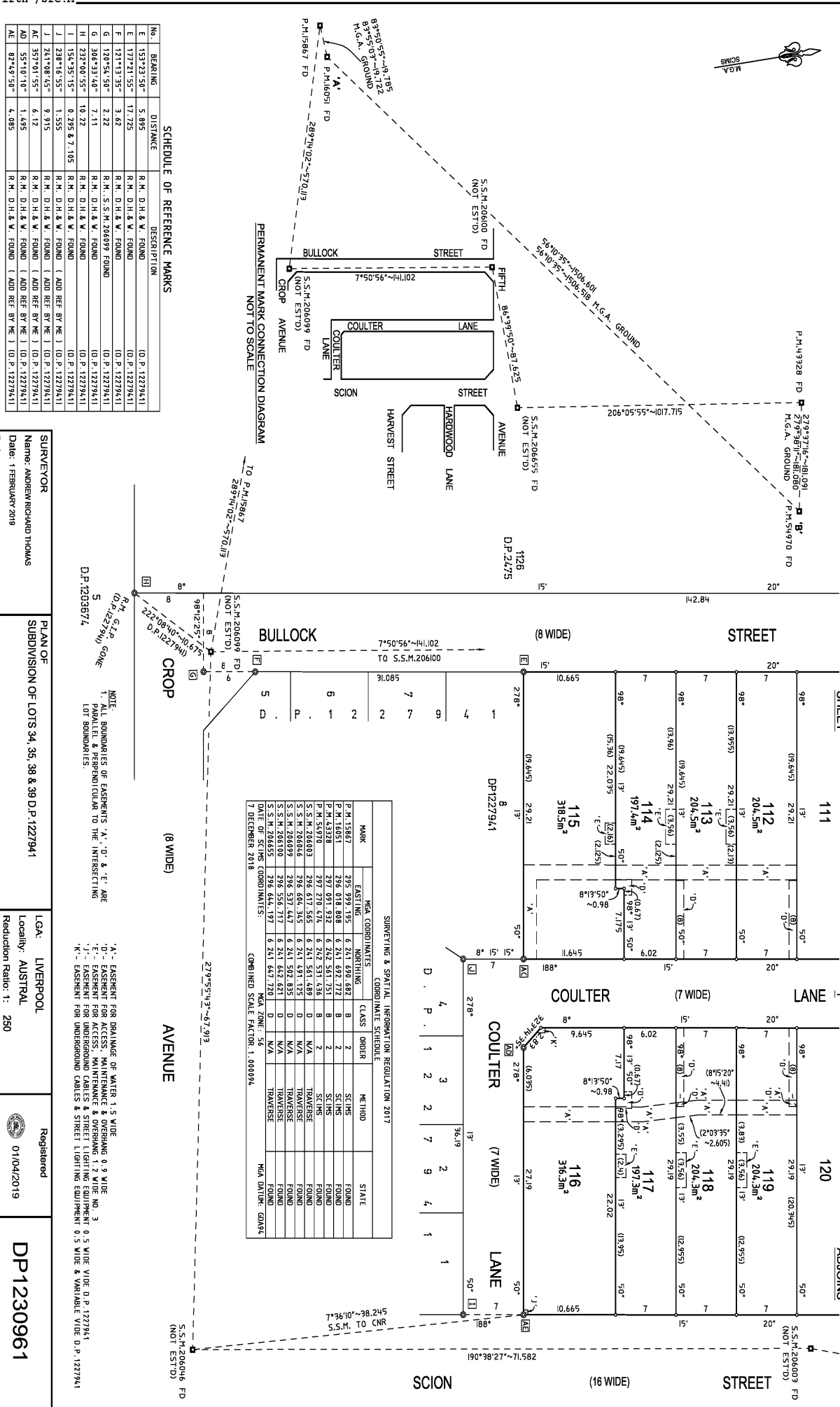
SURVEYOR
Name: ANDREW RICHARD THOMAS
Date: 1 FEBRUARY 2019
Reference: 026-16-2 E.19/063

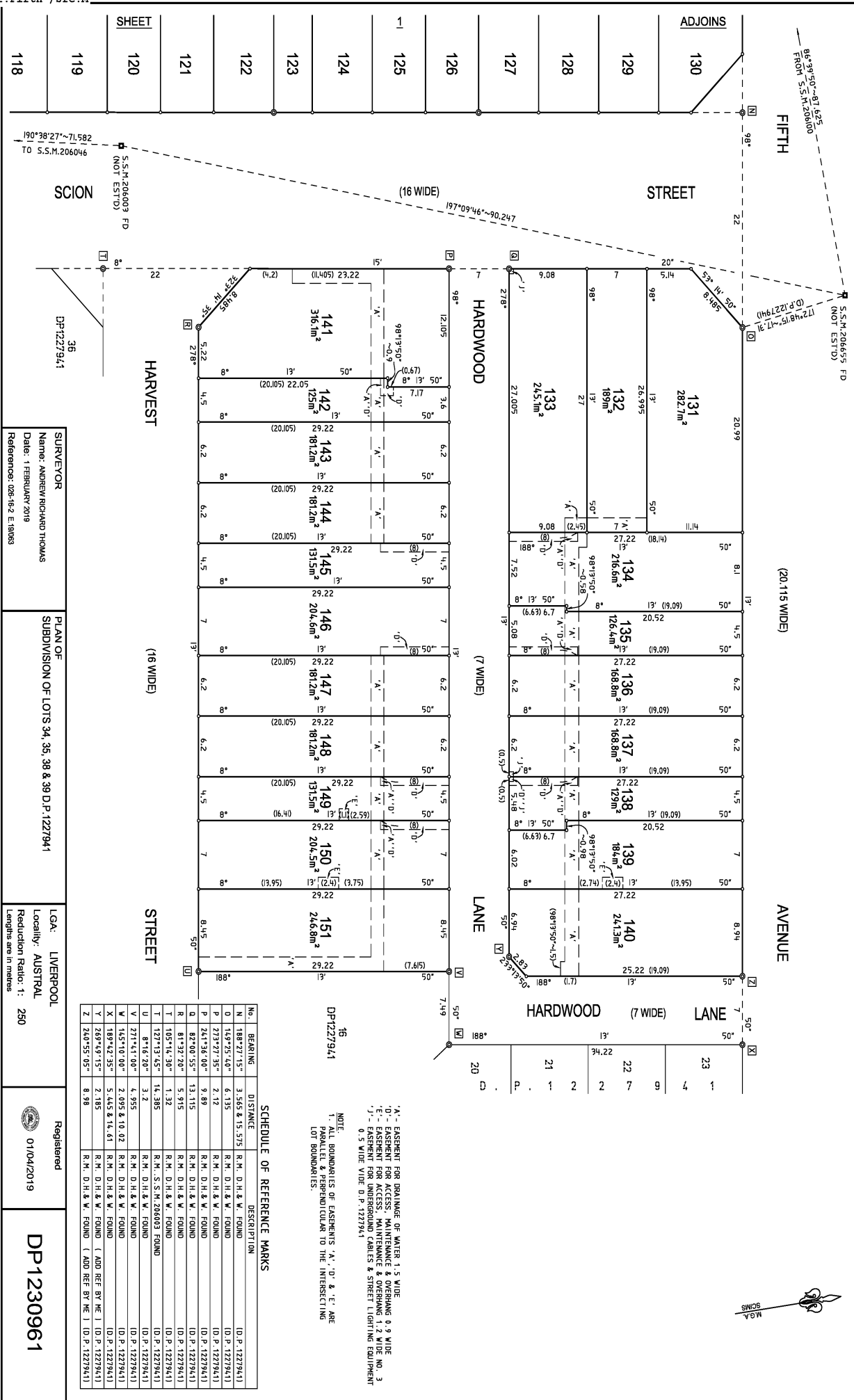
PLAN OF
SUBDIVISION OF LOTS 34, 35, 38 & 39 D.P. 122794

LGA: LIVERPOOL
Locality: AUSTRAL
Reduction Ratio: 1 : 250
Lengths are in metres


Registered
01/04/2019

DP1230961






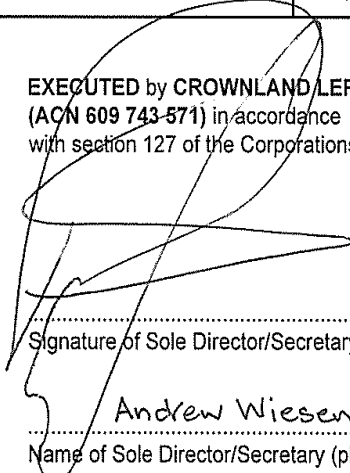
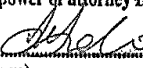
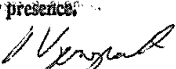
ePlan

PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p>Office Use Only</p> <p>Registered:  01/04/2019</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p>DP1230961</p>	
<p>PLAN OF SUBDIVISION OF LOTS 34, 35, 38 & 39 D.P.1227941</p>		<p>LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND</p>	
<p>Survey Certificate</p> <p>I, <u>ANDREW RICHARD THOMAS</u> of <u>CRAIG & RHODES PTY LTD</u> 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 <u>1st FEBRUARY 2019</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'A'-B' Type: *Urban/*Rural The terrain is *Level/Undulating/*Steep/Mountainous Signature: <u>Andrew R. Thomas</u> Dated: <u>4/2/19</u> Surveyor Identification No: <u>247</u> 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>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: Date: File Number: Office:</p> <p>Subdivision Certificate</p> <p>I, <u>BERNARD JEFFERY</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>Bernard Jeffery</u> Accreditation number: Consent Authority: <u>LIVERPOOL CITY COUNCIL</u> Date of endorsement: <u>20/3/2019</u> Subdivision Certificate number: <u>SC-21/2019</u> File number: <u>DA-202/2017</u></p> <p>*Strike through if inapplicable.</p>	
<p>Plans used in the preparation of survey/compilation. D.P.2475 D.P.1203674 D.P.1227941</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference: 026-16-2</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

CAD REF: Z:\026-16\CR_PLANS\026-16-2 S08 [00] - Stage 2 - E.D - A.I

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)												
<div style="display: flex; justify-content: space-between;"> <div>Registered: 01/04/2019</div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF SUBDIVISION OF LOTS 34, 35, 38 & 39 D.P.1227941 </div> <div style="margin-top: 5px;"> Subdivision Certificate number: <u>SC - 21 / 2019</u> Date of Endorsement: <u>20. 3. 2019</u> </div>	<div style="text-align: center; font-size: 24pt; font-weight: bold; margin-bottom: 20px;">DP1230961</div> <div style="text-align: right;">Office Use Only</div> <div style="margin-top: 20px;"> 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. </div>													
<p style="text-align: center;">PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE: -</p> <ol style="list-style-type: none"> 1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE 2. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 WIDE 3. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 1.2 WIDE 4. EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 1.2 WIDE 5. RESTRICTION ON USE OF LAND 6. RESTRICTION ON USE OF LAND 7. RESTRICTION ON USE OF LAND 8. POSITIVE COVENANT 9. POSITIVE COVENANT 														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4" style="padding: 5px;">SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 60(c))</td> </tr> <tr> <td colspan="4" style="padding: 5px;">SCHEDULE OF LOTS & ADDRESSES</td> </tr> <tr> <td style="width: 30%; padding: 5px;">STREET</td> <td style="width: 30%; padding: 5px;">ADDRESSES</td> <td style="width: 20%; padding: 5px;">NOT</td> <td style="width: 20%; padding: 5px;">AVAILABLE</td> </tr> </table>			SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 60(c))				SCHEDULE OF LOTS & ADDRESSES				STREET	ADDRESSES	NOT	AVAILABLE
SURVEYING & SPATIAL INFORMATION REGULATION 2017 (CLAUSE 60(c))														
SCHEDULE OF LOTS & ADDRESSES														
STREET	ADDRESSES	NOT	AVAILABLE											
<p style="text-align: center;">If space is insufficient use additional annexure sheet</p>														
Surveyor's Reference: 026-16-2														

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<p>Registered:  01/04/2019</p> <p>Office Use Only</p>	<p style="font-size: 24pt; font-weight: bold;">DP1230961</p> <p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOTS 34, 35, 38 & 39 D.P.1227941</p>	<p>This sheet is for the provision of the following information as required:</p> <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. 	
<p>Subdivision Certificate number: <u>SC - 21 / 2019</u></p> <p>Date of Endorsement: <u>20-3-2019</u></p>		
<p style="text-align: center;">EXECUTED by CROWNLAND LEPPINGTON No.2 PTY LTD) (ACN 609 743 571) in accordance) with section 127 of the Corporations Act:</p> <div style="text-align: center; margin-top: 50px;">  _____ Signature of Sole Director/Secretary Andrew Wiesener _____ Name of Sole Director/Secretary (please print) </div>		
<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p>Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee</p> <p>SIGNED by <u>DENIS DUBOVIC</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332</p> <p style="text-align: center;"></p> <p>(Signature) Tier Three Attorney</p> <p>By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p> <p>I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.</p> <p>Signature of witness: </p> <p>Name of witness: <u>KOSTA VLENOVSKOS</u></p> <p>Address of witness: <u>Level 3, 275 Kent St</u> <u>Sydney NSW 2000</u></p> <p><small>S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.</small></p> </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 026-16-2 E.19/063		

CAD REF: Z:\026-16\TR\PLANS\026-16G S08 [03] - Stage 2 - ED - A.T.

ePlan

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

Lengths are in Metres

Sheet 1 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 &
 39 D.P. 1227941
 covered by Council's Subdivision
 Certificate No. 50 - 21 | 2019
 Dated: 20/3/2019

Full Name and address of Proprietor of land:	Crownland Leppington No.2 Pty Ltd (ACN 609 743 571) Suite 301, Level 3 95 Pitt Street SYDNEY NSW 2000
--	---

Part 1 (Creation)

	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 Drainage of Water 1.5 Wide	101 102 103 104 105 106 107 108 109 112 113	102, 103, 104, 105, 106, 107, 108, 109, 110 103, 104, 105, 106, 107, 108, 109, 110 104, 105, 106, 107, 108, 109, 110 105, 106, 107, 108, 109, 110 106, 107, 108, 109, 110 107, 108, 109, 110 108, 109, 110 109, 110 110 111 111, 112

APPROVED BY LIVERPOOL CITY COUNCIL

Bernard Bailey

General Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/19

ePlan

Lengths are in Metres

Sheet 2 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 & 39 D.P. 1227941

covered by Council's Subdivision

Certificate No. SC-21/2019

Dated: 20/3/2019

Part 1 (cont)

	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 Drainage of Water 1.5 Wide	114 ? 115 116 117 118 119 122 123 124 125 126 127 128 129 130 132 133 134	111, 112, 113 111, 112, 113, 114 117, 118, 119, 120 118, 119, 120 119, 120 120 121 121, 122 121, 122, 123 121, 122, 123, 124 121, 122, 123, 124, 125 121, 122, 123, 124, 125, 126 121, 122, 123, 124, 125, 126, 127 121, 122, 123, 124, 125, 126, 127, 128 121, 122, 123, 124, 125, 126, 127, 128, 129 131 132 132, 133

APPROVED BY LIVERPOOL CITY COUNCIL

.....
 General Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/2019

ePlan

Lengths are in Metres

Sheet 3 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 &
 39 D.P. 1227941

covered by Council's Subdivision

Certificate No. SC - 21/2019

Dated: 20/3/2019

Part 1 (cont)

	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 Drainage of Water 1.5 Wide	135	132, 133, 134
		136	132, 133, 134, 135
		137	132, 133, 134, 135, 136
		138	132, 133, 134, 135, 136, 137
		139	132, 133, 134, 135, 136, 137, 138
		140	132, 133, 134, 135, 136, 137, 138, 139
		141	142, 143, 144, 145
		142	143, 144, 145
		143	144, 145
		144	145
		147	146
		148	146, 147
		149	146, 147, 148
2.	Easement for Access, Maintenance & Overhang 0.9 Wide	150	146, 147, 148, 149
		151	146, 147, 148, 149, 150
		102	101
		103	104
		104	105

APPROVED BY LIVERPOOL CITY COUNCIL

Benard Jellary

-General Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/2019

ePlan

Lengths are in Metres

Sheet 4 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 &
 39 D.P. 1227941

covered by Council's Subdivision

Certificate No. SC-21/2019

Dated: 20/3/2019

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
2.	Easement for Access, Maintenance & Overhang 0.9 Wide	107	106
		108	107
		109	110
		112	111
		113	114
		114	115
		117	116
		118	117
		119	120
		122	121
		123	124
		124	125
		127	126
		134	133
		135	136
		138	137
		142	141
		145	144
		146	147
		149	148
		150	149

APPROVED BY LIVERPOOL CITY COUNCIL

Bernard Jelley
 -General Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/2019

ePlan

Lengths are in Metres

Sheet 5 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 &
39 D.P. 1227941

covered by Council's Subdivision

Certificate No. SC-21/2019

Dated: 20/3/2019

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
3.	Easement for Access, Maintenance & Overhang 1.2 Wide	102 103 104 108 113 114 115 117 118 119 123 124 128 129 139 149 150	101 102 103 107 112 113 114 116 117 118 122 123 127 128 140 150 151
4.	Easement for Access, Maintenance & Overhang 1.2 Wide	108	109

APPROVED BY LIVERPOOL CITY COUNCIL

Bernard Kelly

-General Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/2019

ePlan

Lengths are in Metres

Sheet 6 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 &
 39 D.P. 1227941

covered by Council's Subdivision

Certificate No. SC - 21 | 2019

Dated: 20/3/2019

Part 1 (cont)

	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:-
5.	Restriction on Use of Land	Lots 101 to 151 inclusive	Liverpool City Council
6.	Restriction on Use of Land	Lots 101 to 151 inclusive	Liverpool City Council
7.	Restriction on Use of Land	Lots 101 to 151 inclusive	Liverpool City Council
8.	Positive Covenant	Each Lot 101 to 151 inclusive	Every other Lot 101 to 151 inclusive
9.	Positive Covenant	Lots 101 to 151 inclusive	Liverpool City Council

APPROVED BY LIVERPOOL CITY COUNCIL

Bernard J. Kelly
 General-Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/2019

ePlan

Lengths are in Metres

Sheet 7 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 & 39 D.P.

covered by Council's Subdivision

Certificate No. SC - 21 / 2019

Dated: 20/3/2019

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

An easement for drainage of water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919 as amended subject to the right for the registered proprietor of lot burdened to construct and retain in perpetuity any roof, awning, eave, pipe or utility service over or on the land burdened by the subject easement and provided that any such roof, awning, eave, pipe or utility service:

- a) Does not prevent the use of the easement for its intended purposes; and
- b) Is constructed in accordance with the plans approved by development application **DA-202/2017** by Liverpool City Council in the case of any roof, awning and eave.

Name of Authority whose consent is required to release vary or modify easement numbered 1 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2, 3 & 4 in the plan.

1.1 The owner of the lot benefitted by:

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

1.2 In exercising the rights under this clause 1.1, the owner of the lot benefitted must:

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

APPROVED BY LIVERPOOL CITY COUNCIL *Bernard Jellery*
General Manager / Authorised Officer
CR Ref: 026-16-DA202 v6 Date: 19/2/19

ePlan

Lengths are in Metres

Sheet 8 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 &
39 D.P.

covered by Council's Subdivision

Certificate No. SC-2112019

Dated: 20/3/2019

Part 2 (cont)

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

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

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 2, 3 & 4 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

No dwelling house or other structure shall be erected on the lot(s) hereby burdened unless they are constructed in accordance with the approved plans listed in Notice of Determination No. 202/2017 issued by Liverpool City Council on 21 December 2017.

Name of Authority empowered to release vary or modify the term of the restriction numbered 5 in the plan is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL

Bernard Jeffrey
.....
-General Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/2019

ePlan

Lengths are in Metres

Sheet 9 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 &
39 D.P.

covered by Council's Subdivision

Certificate No. SC-21/2019

Dated: 20/2/2019

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

Any rear alfresco awning constructed on the lot(s) burdened shall not be enclosed and must remain open unless prior written approval is obtained from Liverpool City Council and any alternations shall comply with the requirements of Liverpool City Council.

Name of Authority empowered to release vary or modify the term of the positive covenant numbered 6 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

No changes to the external colour scheme or architectural style or any building(s) shall be permitted on the lot(s) hereby burdened unless it is approved by Liverpool City Council or is in accordance with the design plans approved under Liverpool City Council's Development Consent DA-202/2017.

Name of Authority empowered to release vary or modify the term of the positive covenant numbered 7 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

- 1.1. The owner of the lot burdened covenants with the owner of each lot having a contiguous boundary with the burdened lot to:
- a) Grant access to the burdened lot, including access to any roof structure of the lot burdened, but excluding internal building areas, for the purpose of carrying out necessary work including maintenance and repair on any structure constructed on the benefitted lot, provided such access shall only be granted where reasonable notice is given and access times are agreed between the owners prior to entry.

APPROVED BY LIVERPOOL CITY COUNCIL

Bernard Sedley
.....
-General Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/2019

ePlan

Lengths are in Metres

Sheet 10 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 & 39 D.P.

covered by Council's Subdivision

Certificate No. SC- 21 | 2019

Dated: 20/3/2019

Part 2 (cont)

- 1.2. In exercising the rights under this clause 1.1, the owner of the lot benefitted must:
- a) Ensure that all work on the lot benefitted is done properly and carried out as quickly as practicable;
 - b) Cause as little inconvenience to the owner and any occupier of the lot burdened;
 - c) Cause as little damage as is 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. In exercising the rights under this clause 1.1, the owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.
- 1.4. The owner of the lot burdened and the owner of the lot benefitted acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to access and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority whose consent is required to release vary or modify the term of the positive covenant numbered 8 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

The Lot hereby burdened shall be managed in perpetuity as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'

Name of Authority empowered to release vary or modify the term of the positive covenant numbered 9 in the plan is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL

Bernard Jellary
.....
-General Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/2019

ePlan

Lengths are in Metres

Sheet 11 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 & 39 D.P.

covered by Council's Subdivision

Certificate No. SC - 21 / 2019

Dated: 20 / 3 / 2019

Part 2 (cont)

EXECUTED by Crownland Leppington No.2 Pty Ltd
(ACN 609 743 571)

In accordance with section 127 (1) of the
Corporations Act:

.....
Signature of Director

.....
Name of Director

.....
Signature of Director/Secretary

.....
Andrew Wiesener

.....
Name of Director/Secretary

Sole

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
SIGNED by <u>DENIS DUNDOVIC</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332	
..... (Signature)	Tier Three Attorney
By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.	
I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.	
Signature of witness	<u>V. Genopoulos</u>
Name of witness	KOSTA VGENOPOULOS
Address of witness	Level 3, 275 Kent St Sydney NSW 2000
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.	

APPROVED BY LIVERPOOL CITY COUNCIL

Bernard Jolley

.....
-General Manager / Authorised Officer

CR Ref: 026-16-DA202 v6 Date: 19/2/2019

ePlan

Lengths are in Metres

Sheet 12 of 12 Sheets

Plan: **DP1230961**

Plan of Subdivision of Lot 34, 35, 38 &
39 D.P.

covered by Council's Subdivision
Certificate No. SC - 21/2019

Dated: 20/3/2019

Part 2 (cont)

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

BERNARD JEFFERY
(name of delegate)

Bernard Jeffery
Signature of Delegate

BERNARD JEFFERY
Name of Delegate (print)

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

Charlie Caraballo
Signature of Witness

CHARLIE CARABALLO
Name of Witness (print)

33 MOORE STREET

LIVERPOOL NSW 2170
Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL

Bernard Jeffery
General Manager / Authorised Officer
CR Ref: 026-16-DA202 v6 Date: 19/2/2019

REGISTERED



01/04/2019

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only			Office Use Only		
Registered:			DRAFT		
PLAN OF SUBDIVISION OF: SUBDIVISION OF LOT 115 D.P.			LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see <i>Schedule 3 Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, ANDREW RICHARD THOMAS of CRAIG & RHODES PTY LTD being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature: Date: Surveyor ID: 247 Surveyor's Reference: 026-16-115..... ^ Insert the deposited plan number or dealing number of the instrument that created the easement <div>PLAN NOT FOR LPI NSW INVESTIGATION</div>			Strata Certificate (Accredited Certifier) I.....being an Accredited Certifier, accreditation number, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: Relevant Planning Approval No.: issued by: Signature: Date: ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

Office Use Only

Office Use Only

Registered:

DRAFT**VALUER'S CERTIFICATE**

I, being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: Date

PROPOSED SCHEDULE OF UNIT ENTITLEMENT

LOT NUMBER	UNIT ENTITLEMENT
1	
2	
TOTAL	

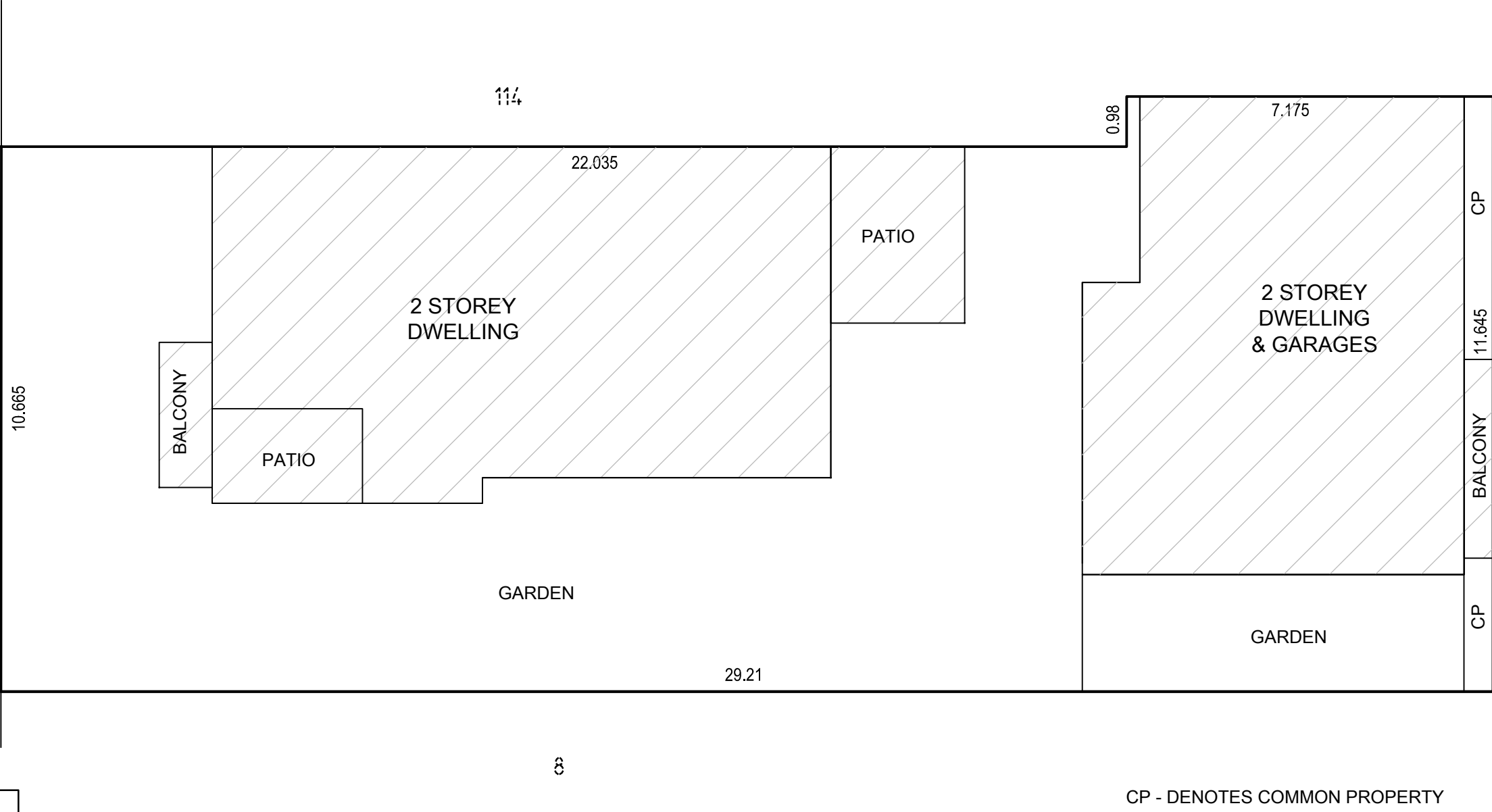
PLAN NOT FOR LPI
NSW INVESTIGATION

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only Registered:	Office Use Only <div>DRAFT</div>	
<div>This sheet is for the provision of the following information as required:<ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></div>		
<div>PLAN NOT FOR LPI NSW INVESTIGATION</div>		
Surveyor's Reference: 026-16-115		

CAD REF: Z:\026-16\CR_PLANS\026-16G R01 [00] - LOT115 - S.E. - A.T.



PROPOSED ROAD



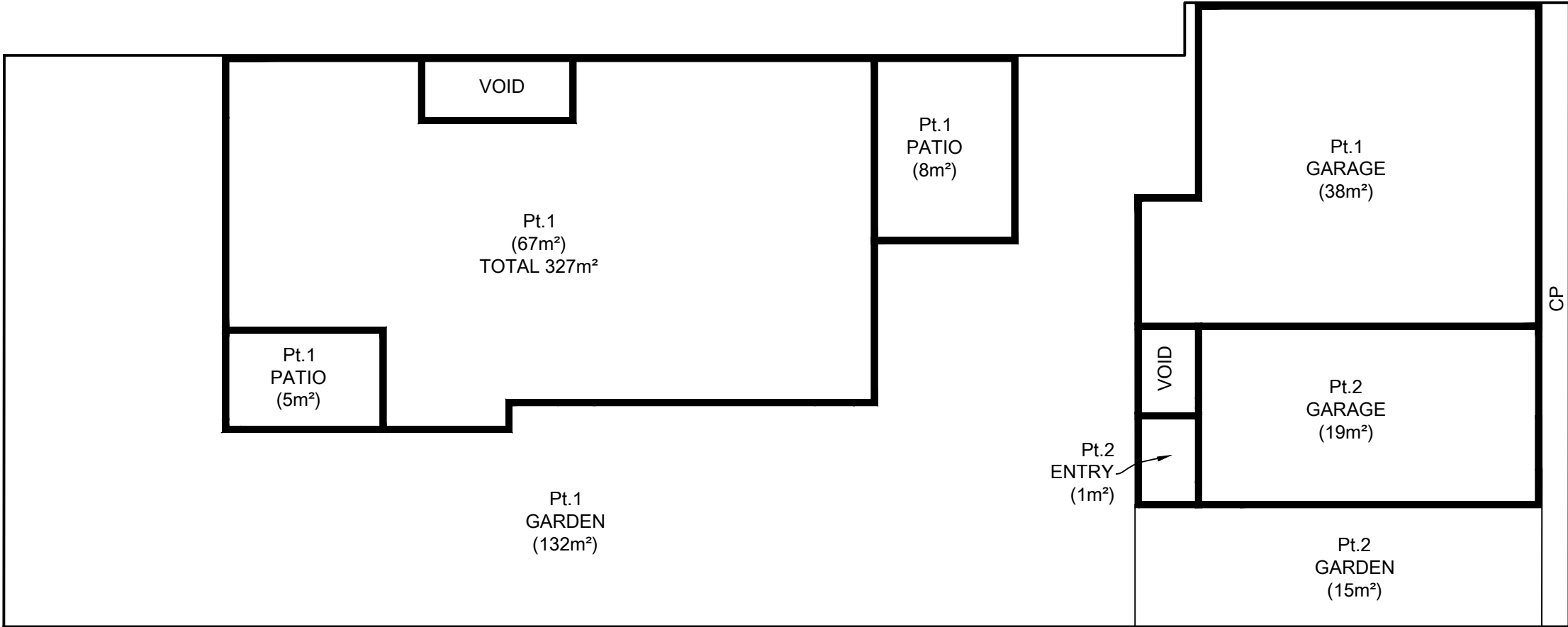
PROPOSED ROAD

PLAN NOT FOR LPI
NSW INVESTIGATION

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

LOCATION PLAN

<div>SURVEYOR</div> <div>Name: ANDREW RICHARD THOMAS</div> <div>Date:</div> <div>Reference: 026-16-115</div>	<div>PLAN OF</div> <div>SUBDIVISION OF LOT 115 D.P.</div>	<div>LGA: LIVERPOOL</div> <div>Locality: AUSTRAL</div> <div>Reduction Ratio: 1: 100</div> <div>Lengths are in metres</div>	<div>Registered</div>	<div>S.P. DRAFT</div>
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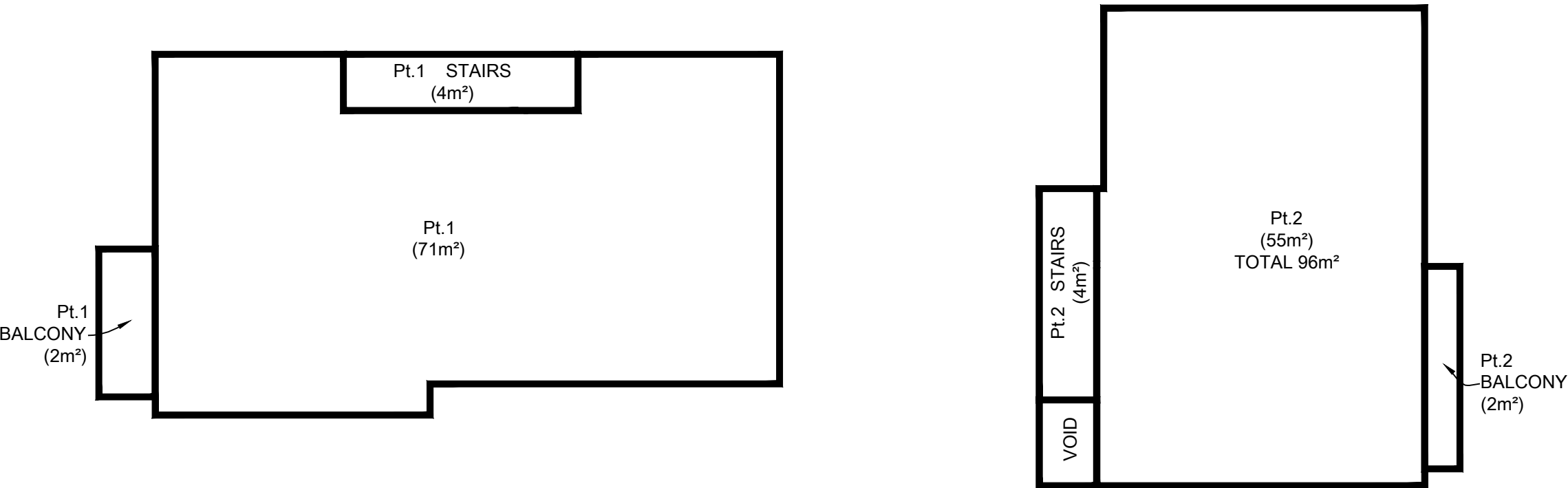
PLAN NOT FOR LPI
NSW INVESTIGATION

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

CP - DENOTES COMMON PROPERTY

GROUND FLOOR PLAN

<div>SURVEYOR</div> <div>Name: ANDREW RICHARD THOMAS</div> <div>Date:</div> <div>Reference: 026-16-115</div>	<div>PLAN OF</div> <div>SUBDIVISION OF LOT 115 D.P.</div>	<div>LGA: LIVERPOOL</div> <div>Locality: AUSTRAL</div> <div>Reduction Ratio: 1: 100</div> <div>Lengths are in metres</div>	<div>Registered</div>	<div>S.P. DRAFT</div>
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PLAN NOT FOR LPI
NSW INVESTIGATION

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

FIRST FLOOR PLAN

<div>SURVEYOR</div> <div>Name: ANDREW RICHARD THOMAS</div> <div>Date:</div> <div>Reference: 026-16-115</div>	<div>PLAN OF</div> <div>SUBDIVISION OF LOT 115 D.P.</div>	<div>LGA: LIVERPOOL</div> <div>Locality: AUSTRAL</div> <div>Reduction Ratio: 1: 100</div> <div>Lengths are in metres</div>	<div>Registered</div>	<div>S.P. DRAFT</div>
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only			Office Use Only		
Registered:			DRAFT		
PLAN OF SUBDIVISION OF: SUBDIVISION OF LOT 116 D.P.			LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see <i>Schedule 3 Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, ANDREW RICHARD THOMAS of CRAIG & RHODES PTY LTD being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature: Date: Surveyor ID: 247 Surveyor's Reference: 026-16-116..... ^ Insert the deposited plan number or dealing number of the instrument that created the easement <div>PLAN NOT FOR LPI NSW INVESTIGATION</div>			Strata Certificate (Accredited Certifier) I.....being an Accredited Certifier, accreditation number, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: Relevant Planning Approval No.: issued by: Signature: Date: ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

Office Use Only

Office Use Only

Registered:

DRAFT**VALUER'S CERTIFICATE**

I, being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: Date

PROPOSED SCHEDULE OF UNIT ENTITLEMENT

LOT NUMBER	UNIT ENTITLEMENT
1	
2	
TOTAL	

PLAN NOT FOR LPI
NSW INVESTIGATION

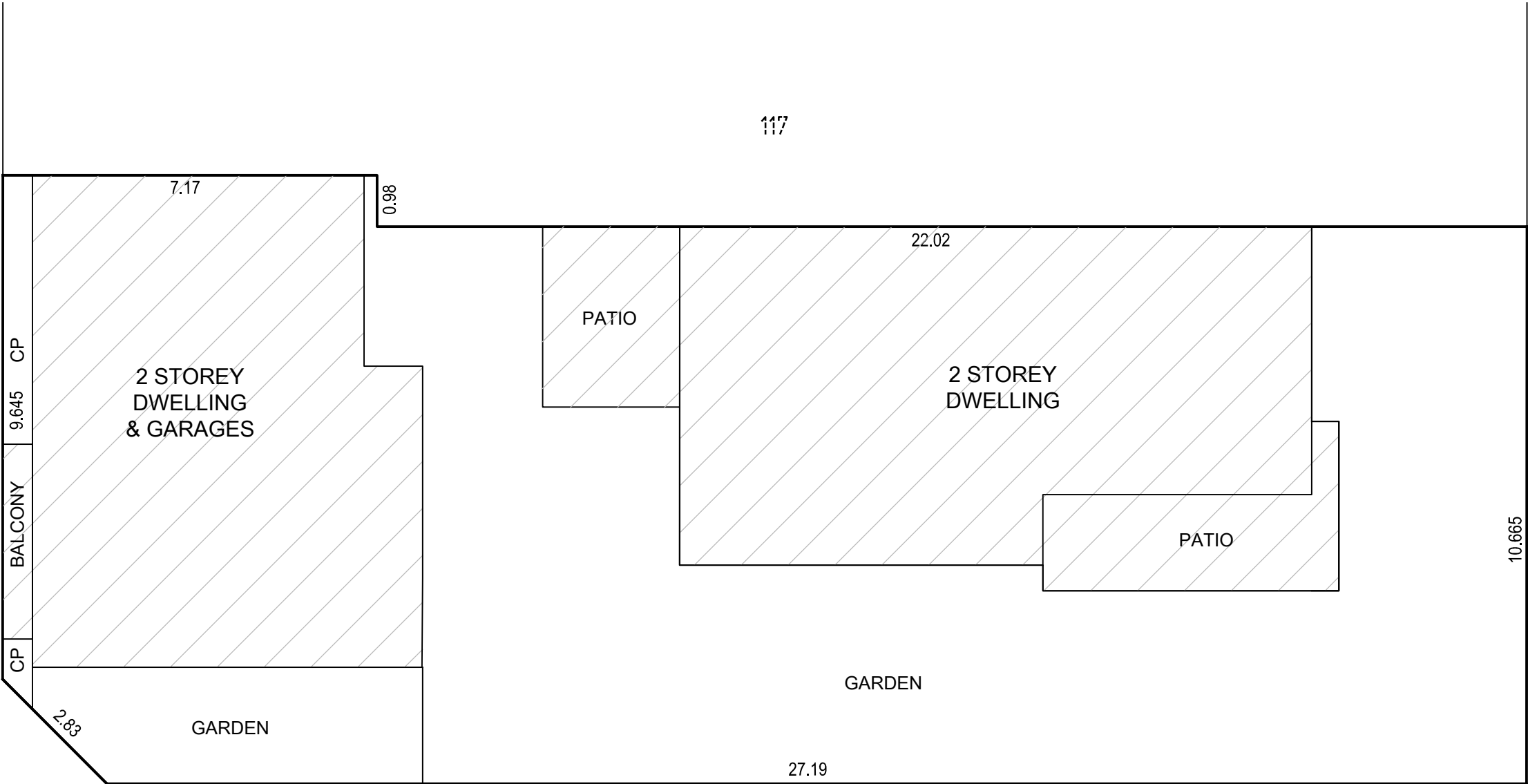
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only Registered:	Office Use Only <div>DRAFT</div>	
<div>This sheet is for the provision of the following information as required:<ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></div>		
<div>PLAN NOT FOR LPI NSW INVESTIGATION</div>		
Surveyor's Reference: 026-16-116		

CAD REF: Z:\026-16\CR_PLANS\026-16G R02 [00] - LOT116 - S.E. - A.T.



PROPOSED ROAD

PROPOSED ROAD



PROPOSED ROAD

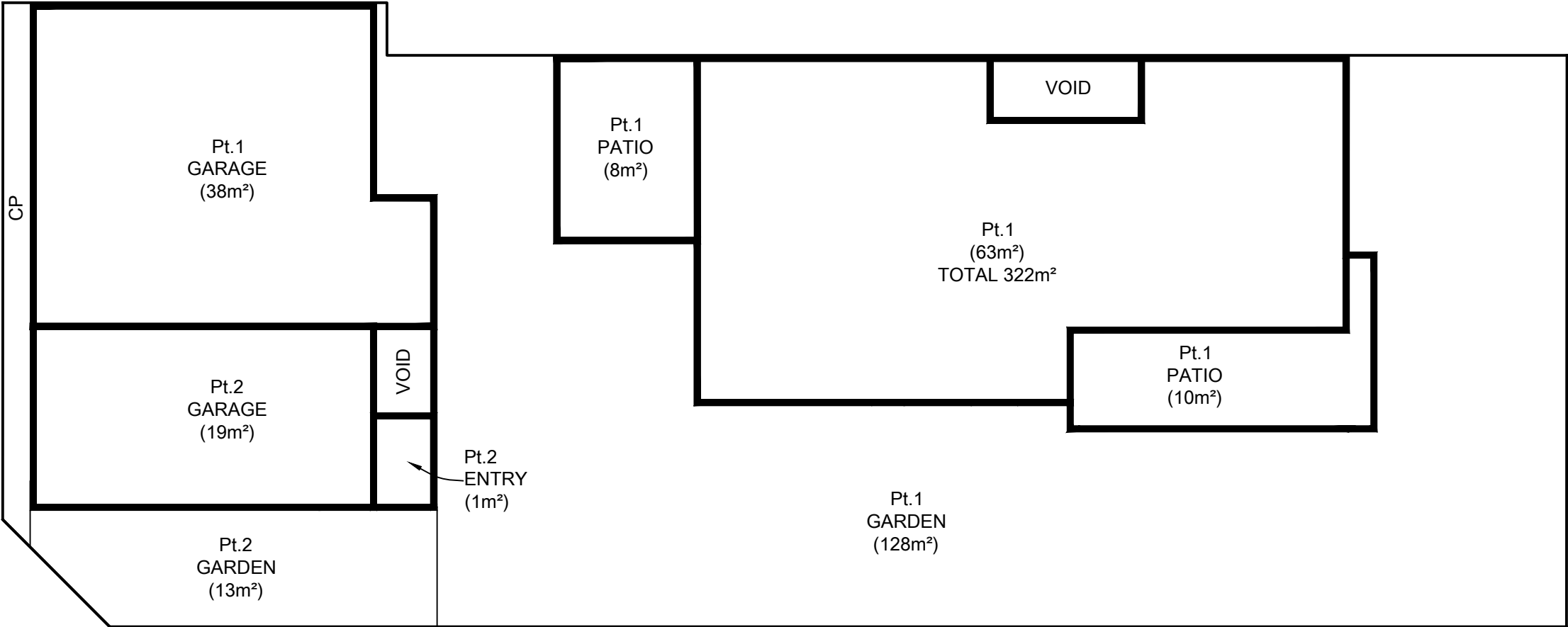
CP - DENOTES COMMON PROPERTY

PLAN NOT FOR LPI
NSW INVESTIGATION

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

LOCATION PLAN

<div>SURVEYOR</div> <div>Name: ANDREW RICHARD THOMAS</div> <div>Date:</div> <div>Reference: 026-16-116</div>	<div>PLAN OF</div> <div>SUBDIVISION OF LOT 116 D.P.</div>	<div>LGA: LIVERPOOL</div> <div>Locality: AUSTRAL</div> <div>Reduction Ratio: 1: 100</div> <div>Lengths are in metres</div>	<div>Registered</div>	<div>S.P. DRAFT</div>
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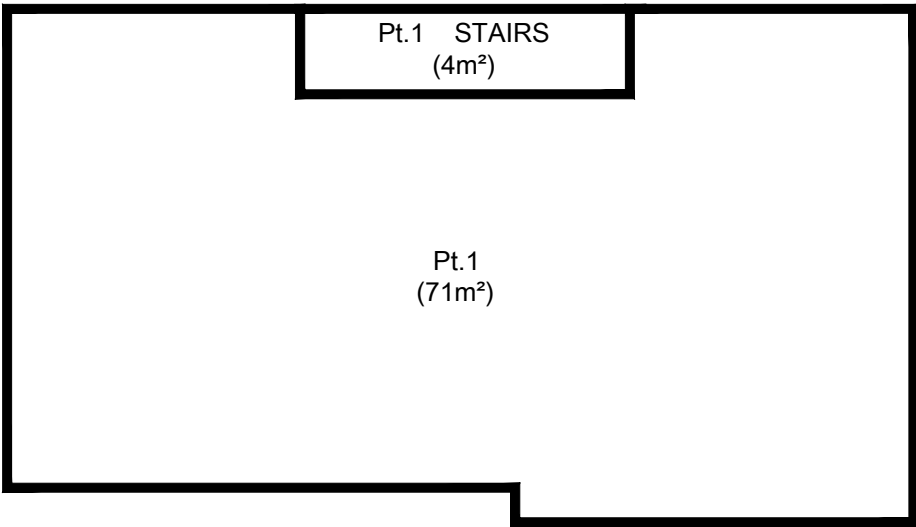
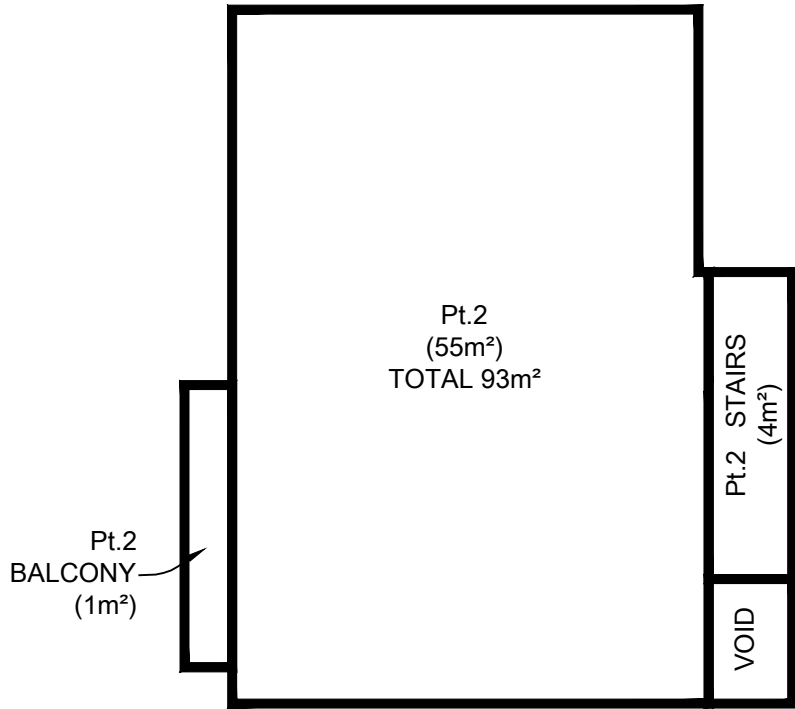
PLAN NOT FOR LPI
NSW INVESTIGATION

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

GROUND FLOOR PLAN

CP - DENOTES COMMON PROPERTY

<div>SURVEYOR</div> <div>Name: ANDREW RICHARD THOMAS</div> <div>Date:</div> <div>Reference: 026-16-116</div>	<div>PLAN OF</div> <div>SUBDIVISION OF LOT 116 D.P.</div>	<div>LGA: LIVERPOOL</div> <div>Locality: AUSTRAL</div> <div>Reduction Ratio: 1: 100</div> <div>Lengths are in metres</div>	<div>Registered</div>	<div>S.P. DRAFT</div>
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PLAN NOT FOR LPI
NSW INVESTIGATION

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

FIRST FLOOR PLAN

<div>SURVEYOR</div> <div>Name: ANDREW RICHARD THOMAS</div> <div>Date:</div> <div>Reference: 026-16-116</div>	<div>PLAN OF</div> <div>SUBDIVISION OF LOT 116 D.P.</div>	<div>LGA: LIVERPOOL</div> <div>Locality: AUSTRAL</div> <div>Reduction Ratio: 1: 100</div> <div>Lengths are in metres</div>	<div>Registered</div>	<div>S.P. DRAFT</div>
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MEMORANDUMNew South Wales
Section 80A Real Property Act**AK104621K**

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

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODES LM CM MM GM BM
673T	Endeavour Energy - LLPN 102871V	
Reference: PAD SUB		

(B) APPLICANT

ENDEAVOUR ENERGY
ABN 59 253 130 878

(C) The applicant requests the Registrar General to record this memorandum, comprising 3 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

- (D) i. For option to renew see clause NOT APPLICABLE
 ii. For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory:

Helen Smith - Manager Property & Fleet

Capacity of signatory (if applicable):

Attorney - Power of Attorney Book 4693 No 329

Date: 21 December 2015

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE

A

MEMORANDUM
ANNEXURE A
Terms of Easement for Padmount Substation

APPLICANT

ENDEAVOUR ENERGY

1.0 Definitions

- 1.1 easement site** means that part of the lot burdened that is affected by this easement.
- 1.2 electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.3 Endeavour Energy** means Endeavour Energy ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.6 services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 Endeavour Energy may:

- 2.1** install electrical equipment within the easement site,
- 2.2** excavate the easement site to install the electrical equipment.
- 2.3** use the electrical equipment for the transmission of electricity,
- 2.4** enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5** trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.6** remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

- 3.0** In exercising its rights under this easement Endeavour Energy will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

MEMORANDUM

ANNEXURE A

Terms of Easement for Padmount Substation

APPLICANT

ENDEAVOUR ENERGY

- 4.0 The owner agrees that, without the prior written permission of Endeavour Energy and in accordance with such conditions as Endeavour Energy may reasonably impose, it will not:
- 4.1 install or permit to be installed any services or structure within the easement site, or
 - 4.2 alter the surface level of the easement site, or
 - 4.3 do or permit to be done anything that restricts access to the easement site by Endeavour Energy.
- 5.0 Endeavour Energy will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 6.0 Lessee of Endeavour Energy's Distribution System
- 6.1 Notwithstanding any other provision in this easement, the owner grants to Endeavour Energy the easement and acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
 - 6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Leppington Living

ROSE
GROUNDS

DESIGN GUIDELINES





ARCHITECTURAL STYLE + SITING

Home oriented to maximise solar access to living areas and private open space;

Simple built form;

Building envelope complies with Building Envelope Plan (BEP) setbacks;

FRONT PORCH

Homes must incorporate a front porch minimum 1.0m deep x 1.5m wide. Porch to incorporate front entry.

GARAGE

Garage doors are to be sectional or panel lift doors. Single carports are allowed in combination with single garage.

DRIVEWAY

Driveways to have coloured concrete finish.

FRONT WINDOW

Awning windows only to front and secondary street façades.

FENCING

1.1m high front fence.

1.2m high hedge behind front fence to provide screening.

1.8m lap & capped timber fence to internal side boundaries.

For corner lot homes, a combination of 1.1m high front fence and 1.8m side street fence to be used on secondary street frontage.

MATERIALS AND COLOURS

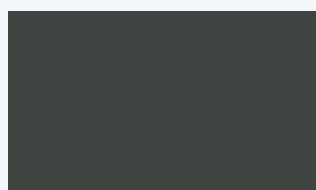
Materials, textures, colours to comply with Fifth Ave materials and colours scheme.

Ornate decorations or mock historical features are not permitted;

80% maximum front façade can be face brick.

ROSE GROUNDS EXTERIOR MATERIALS + COLOURS

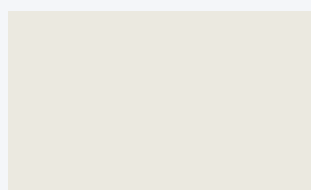
Exterior materials and colours to align with the following scheme



Roof (Metal Deck),
Gutters, Facias,
Downpipes
Garage Door 1 (GD1)
Roof
(Tiles / Colourbond)



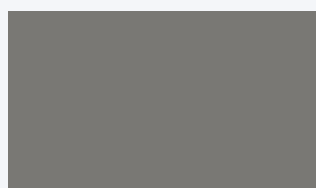
Garage Door 2 (GD2)
Roof (Tiles / Colourbond)



Lightweight (FC1)
Render (RB1)
Front Door (FD1)



Lightweight (FC2)
Render (RB2)
Front Door (FD2)
Awning (AW3)



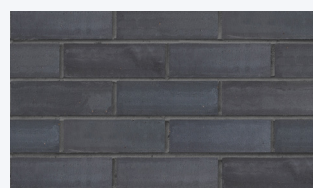
Lightweight (FC3)
Render (RB3)
Awning (AW1)



Lightweight (FC4)
Render (RB4)
Awning (AW2)



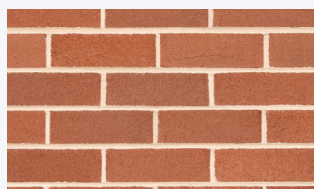
Window Frames,
Balustrade, Balcony
Screen



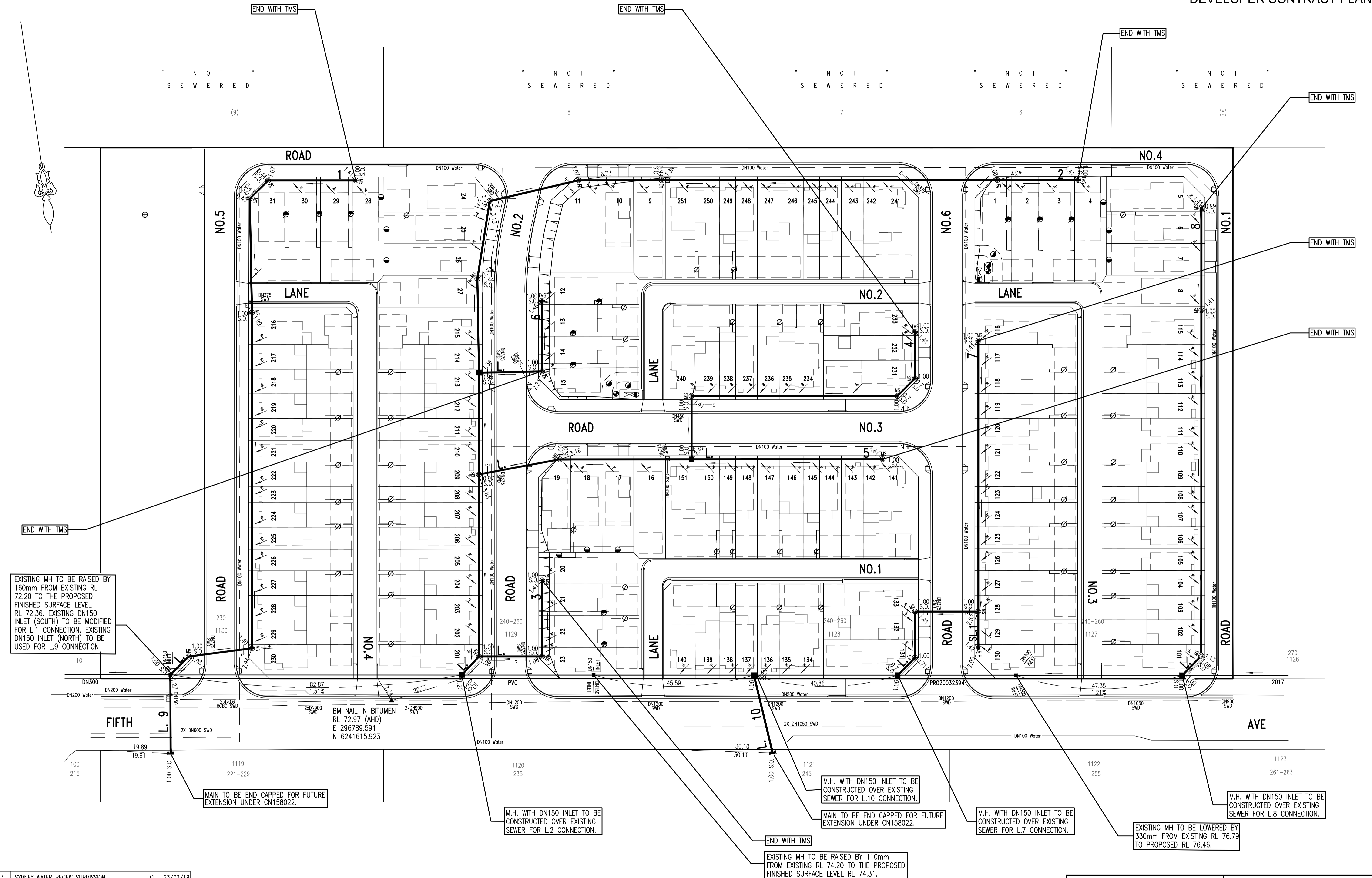
Face Brick 1 (FB1)



Face Brick 2 (FB2)



Face Brick 3 (FB3)



7	SYDNEY WATER REVIEW SUBMISSION	CL	23/03/18
6	PRELIMINARY TENDER ISSUE	CL	13/02/18
5	DESIGN FOR CLIENT REVIEW	CL	11/01/18
4	UPDATED CONCEPT TO SUIT SEC96 LAYOUT	TR	14/12/17
3	UPDATED CONCEPT TO SUIT NEW LAYOUT	TR	01/09/17
2	ISSUE FOR COORDINATION	TR	16/02/17
1	PRELIMINARY ISSUE FOR CLIENT REVIEW	TR	13/02/17
No.	AMENDMENT DESCRIPTION	BY	DATE

WORK AS CONSTRUCTED CERTIFICATION		<div>Sydney WATER</div>		SYDNEY WATER CORPORATION	
DEVELOPER		Case No. 162142WW		SHT	2 OF 5 SHTS.
W.S.C.					
CONSTRUCTOR					
COMPLETED					
W.A.C. PREPARED					
DESIGNER		SYDNEY WATER CORPORATION			
I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS		FOR DETAILS OF SERVICES SEE SHEET 1			

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

Ref.: ROSE GROUNDS:64192
Ppty: 8708

Cert. No.: 6119

Applicant:
DOBES & ANDREWS
PO BOX 567
EDGECLIFF NSW 2027

Receipt No.: 3914306
Receipt Amt.: 53.00
Date: 14-May-2018

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. 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 1127 DP 1220415

Street Address: 240-260 FIFTH AVENUE, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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

1. Names of relevant planning instruments and DCPs

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

LEPs:

Not Applicable

SEPPs*:

**SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Sydney Region Growth Centres) 2006
SEPP (Affordable Rental Housing) 2009
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – Koala Habitat Protection
SEPP No 64 – Advertising and Signage**

Deemed SEPPs*:

SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)

- (a) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

- (b) The name of each DCP that applies to the carrying out of development on the land.

Liverpool Growth Centre Precincts DCP**2. Zoning and land use under relevant LEPs and /or SEPPs**

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. 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, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. 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.

R3 Medium Density Residential - SEPP (Sydney Region Growth Centres) 2006

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

Home-based child care; Home occupations

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

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Any other development not specified in item (b) or (d)

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

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Retail premises; Rural supplies; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

(e) 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

(f) Does the land include or comprise critical habitat?

No

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

No

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

No

3. 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.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and 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:
General Housing Code and Rural Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

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

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(a) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

4B. 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

5. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

6. Road widening and road realignment

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

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

No

(a) An EPI?

No

(b) A resolution of the council?

No

7. 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 those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP

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

7A. Flood related development controls information

- (a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

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

- (b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

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

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. 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

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

9A. 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

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

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

No

12. 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

13. 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

14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

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

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. 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

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. 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.

21. 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

22. Contaminated land

Is the land:

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

No

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

No

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

No

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

No

(d) 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.



Luke West
Administration Services Coordinator
Liverpool City Council

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

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

Ref.: ROSE GROUNDS 1129:65437
Ppty: 8708

Cert. No.: 6178

Applicant:
DOBES & ANDREWS
PO BOX 567
EDGECLIFF NSW 2027

Receipt No.: 3922199
Receipt Amt.: 53.00
Date: 14-May-2018

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. 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 1128 DP 1220415

Street Address: 240-260 FIFTH AVENUE, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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

1. Names of relevant planning instruments and DCPs

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

LEPs:

Not Applicable

SEPPs*:

**SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Sydney Region Growth Centres) 2006
SEPP (Affordable Rental Housing) 2009
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – Koala Habitat Protection
SEPP No 64 – Advertising and Signage**

Deemed SEPPs*:

SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)

- (a) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

- (b) The name of each DCP that applies to the carrying out of development on the land.

Liverpool Growth Centre Precincts DCP**2. Zoning and land use under relevant LEPs and /or SEPPs**

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. 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, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. 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.

R3 Medium Density Residential - SEPP (Sydney Region Growth Centres) 2006

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

Home-based child care; Home occupations

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

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Any other development not specified in item (b) or (d)

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

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Retail premises; Rural supplies; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

(e) 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

(f) Does the land include or comprise critical habitat?

No

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

No

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

No

3. 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.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and 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:
General Housing Code and Rural Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

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

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(a) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

4B. 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

5. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

6. Road widening and road realignment

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

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

No

(a) An EPI?

No

(b) A resolution of the council?

No

7. 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 those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP

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

7A. Flood related development controls information

- (a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

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

- (b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

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

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. 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

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

9A. 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

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

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

No

12. 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

13. 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

14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

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

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. 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

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. 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.

21. 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

22. Contaminated land

Is the land:

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

No

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

No

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

No

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

No

(d) 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.



Luke West
Administration Services Coordinator
Liverpool City Council

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

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

Ref.: ROSE GROUNDS 1127:65436
Ppty: 8708

Cert. No.: 6181

Applicant:
DOBES & ANDREWS
PO BOX 567
EDGECLIFF NSW 2027

Receipt No.: 3922198
Receipt Amt.: 53.00
Date: 14-May-2018

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. 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 1129 DP 1220415

Street Address: 240-260 FIFTH AVENUE, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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

1. Names of relevant planning instruments and DCPs

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

LEPs:

Not Applicable

SEPPs*:

**SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Sydney Region Growth Centres) 2006
SEPP (Affordable Rental Housing) 2009
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – Koala Habitat Protection
SEPP No 64 – Advertising and Signage**

Deemed SEPPs*:

SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)

- (a) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

- (b) The name of each DCP that applies to the carrying out of development on the land.

Liverpool Growth Centre Precincts DCP**2. Zoning and land use under relevant LEPs and /or SEPPs**

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. 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, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. 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.

R3 Medium Density Residential - SEPP (Sydney Region Growth Centres) 2006

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

Home-based child care; Home occupations

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

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Any other development not specified in item (b) or (d)

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

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Retail premises; Rural supplies; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

(e) 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

(f) Does the land include or comprise critical habitat?

No

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

No

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

No

3. 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.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and 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:
General Housing Code and Rural Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

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

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(a) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

4B. 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

5. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

6. Road widening and road realignment

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

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

No

(a) An EPI?

No

(b) A resolution of the council?

No

7. 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 those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP

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

7A. Flood related development controls information

- (a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

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

- (b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

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

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. 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

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

9A. 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

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

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

No

12. 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

13. 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

14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

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

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. 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

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. 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.

21. 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

22. Contaminated land

Is the land:

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

No

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

No

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

No

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

No

(d) 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.



Luke West
Administration Services Coordinator
Liverpool City Council

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

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

Ref.: ROSE GROUNDS:64192
Ppty: 8709

Cert. No.: 5985

Applicant:
DOBES & ANDREWS
PO BOX 567
EDGECLIFF NSW 2027

Receipt No.: 3914306
Receipt Amt.: 53.00
Date: 04-May-2018

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. 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 1130 DP 2475

Street Address: 230 FIFTH AVENUE, AUSTRAL NSW 2179

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

Note: Commonly Used Abbreviations:

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

1. Names of relevant planning instruments and DCPs

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

LEPs:

Not Applicable

SEPPs*:

**SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – Koala Habitat Protection
SEPP (Exempt and Complying Development Codes) 2008
SEPP No 64 – Advertising and Signage
SEPP (Affordable Rental Housing) 2009
SEPP (Sydney Region Growth Centres) 2006**

Deemed SEPPs*:

SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)

- (b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

- (c) The name of each DCP that applies to the carrying out of development on the land.

Liverpool Growth Centre Precincts DCP

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

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. 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, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. 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.

R3 Medium Density Residential - SEPP (Sydney Region Growth Centres) 2006

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

Home-based child care; Home occupations

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

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Group homes; Manor homes; Neighbourhood shops; Places of public worship; Residential flat buildings; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Studio dwellings; Any other development not specified in item (b) or (d)

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

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat repair facilities; Boat sheds; Business premises; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Freight transport facilities; Function centres; Helipads; Highway service centres; Home occupations (sex services); Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Office premises; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Retail premises; Rural supplies; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

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

SP2 Infrastructure (Local Drainage) - SEPP (Sydney Region Growth Centres) 2006

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

Roads

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

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development **for that purpose**

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

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

- (e) 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

- (f) Does the land include or comprise critical habitat?

No

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

No

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

No

3. 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.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and 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:
General Housing Code and Rural Housing Code	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))
Commercial and Industrial (New Buildings and Additions) Code	Part	Part of the land is identified as being reserved for a public purpose (Clause 1.19(1)(b) or Clause 1.19(5)(b))
General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

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

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

- (a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

- (b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

4B. 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

5. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

6. Road widening and road realignment

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

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

No

- (b) An EPI?

No

- (c) A resolution of the council?

No

7. 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 those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	Yes
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
Potentially Saline Soils	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	Yes , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP

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

7A. Flood related development controls information

- (a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

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

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

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

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

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

Yes

9. Contribution Plans

Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts

9A. 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

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

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. 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

13. 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

14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

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

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. 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

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. 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.

21. 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

22. 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.



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

Luke West
Administration Services Coordinator
Liverpool City Council

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Purchaser Copy

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1220415/1127	240 FIFTH AVE AUSTRAL 2179	\$11 085 000
D1220415/1128		
D1220415/1129		

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2019 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

The Land Tax Management Act, 1956 asks for a separate application to be made and the fee paid for each parcel of land which is separately valued under the Valuation of Land Act, 1916 or each separately valued parcel for the purpose of assessing Land Tax. New application is required to be lodged for the separately valued land item(s): D2475/1130

Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate service at www.revenue.nsw.gov.au, or by re-processing the certificate through your Client Service Provider (CSP).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.

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Land ID	Land address	Taxable land value
D2475/1130	230 FIFTH AVE AUSTRAL 2179	\$3 143 333

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