

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	Simon Property Co Oran Park, NSW 2570	<b>phone:</b> (02) 4602 2000 <b>email:</b> simon@simonpropertyco.au
<b>co-agent</b>		
<b>vendor</b>	Milan Ostojic, Tamara Naded Ostojic 45 Courtney Loop, ORAN PARK, NSW 2570	
<b>vendor's solicitor</b>	Anthony & Joseph 3/7 Vicoria Road, Parramatta NSW 2150q	<b>phone:</b> 02 9602 9888 <b>email:</b> joey@anthonyandjoseph.com.au <b>ref:</b> JN05651
<b>date for completion</b>	42 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	45 COURTNEY LOOP ORAN PARK NSW 2570 LOT 665 DEPOSITED PLAN 1207029 Folio Identifier 665/1207029	
<b>improvements</b>	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input 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.

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

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

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

**buyer's agent**

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>     <p>Milan Ostojic</p> <p>_____</p> <p>Vendor</p>     <p>Tamara Naded Ostojic</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>     <p>_____</p> <p>Purchaser</p>     <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

**Choices**Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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



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

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

## **2 Deposit and other payments before completion**

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

## **3 Deposit-bond**

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
    - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
    - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
    - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
    - 10.1.4 any change in the *property* due to fair wear and tear before completion;
    - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
    - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
    - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
    - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
    - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
  - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
  - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
  - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

45 COURTNEY LOOP ORAN PARK NSW 2570

## **ADDITIONAL SPECIAL CONDITIONS**

The standard clauses of this contract are herein deemed to be amended as follows:-

### **1. Amended to printed form**

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- (a) Clause 1 – amend the definition of “Settlement Cheque” and replace with “an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the Vendor or the Vendor’s solicitor, some other cheque”;
- (b) Clause 2.2 – the word “normally” was deleted;
- (c) Clause 2.9 – the words “each party” was replaced with the words “the vendor”;
- (d) Clause 7.1.1 – is replaced by “any amount claimed”;
- (e) Clause 7.2.1 – amend the clause by replacing “10%” with “1%”;
- (f) Clause 8.1 – the words “on reasonable grounds” is deleted;
- (g) Clause 16.14 is added  
If completion does not occur on the scheduled date and time for completion as a result of the Purchasers breach or default, then the Vendor shall be entitled to recover from the Purchaser any agency fee incurred as a result of the settlement not proceeding to completion. This is not limited to include a vendor agency fee, agency fee of the Vendors discharging bank, and their appointed solicitor or agent’s fee. Such fee shall be allowed as a Purchaser allowance on settlement. This clause shall not merge on completion.
- (h) Clause 16.5 – delete the words “plus another 20% of that fee”;
- (i) Clause 16.8 – delete entirely;
- (j) Clause 16.12 – delete all words after “NSW”;
- (k) Clause 23.9 – delete entirely;
- (l) Clause 23.13 – amend “Vendor” to reflect “Purchaser”;
- (m) Clause 23.14 – delete entirely;
- (n) Clause 31.4 – amend to read “1 day after that service...”.

### **2. Vendors Agent**

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The Purchaser hereby indemnifies and agrees that all times for the maximum period permitted by law of indemnity and keep indemnified the vendor and against any claim, commission, charge, expense, action, suit, proceeding, cost or demand whatsoever nature by any real estate agent or employee of such real estate agent (other than the Vendor’s agent herein name) who establishes that the Purchaser was introduced to the vendor or to the property by any agent or employee of him.

### **3. Present condition and state of repair**

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The property, together with any appurtenances, thereto, is sold in its present condition and state of repair with all defects, if any, whether latent or patent and subject to any infestation and dilapidation, and the Purchaser shall not make any objection, requisition, claim or be entitled to rescind or terminate this contract in relation to any or all the matters aforesaid.

### **4. Purchasers finance**

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It is agreed between the parties herein that Section 124 (i) of the Consumer Credit Administration (NSW) Act 1995 shall not apply to this contract. The Purchaser warrants that they have obtained finance on reasonable terms for the Purchase and agree that they are not entitled to terminate the contract under Section 124 of the said Act.

## **5. No warranty**

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The Purchaser agrees that the Vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations or the Swimming Pools Act 1992, or Regulations. The Vendor made no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

## **6. Building Certificate**

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In the event that the Purchaser applies to the Local Council for a Building Certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the Purchaser at the Purchaser's expense. The Purchaser cannot require the Vendor to comply with any work any legislation or remedy any reason for council's refusal to issue a certificate pursuant to the Purchaser's application for building certificate.

## **7. Release of Deposit**

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- (a) The Purchaser agrees and acknowledge that by their execution of this contract they irrevocably authorise the vendors agent/deposit holder to release to the vendor such part of the deposit monies as the vendor shall require to use for the purpose of:
  - i. the purchase of another property; or
  - ii. the stamp duty and/or disbursements related to the purchase of another property.
- (b) The purchaser acknowledges that the selling agent is not required to obtain the written consent of the purchase to release the deposit to the vendor.

## **8. Adjustments and Liabilities**

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- (a) The vendor will not be obliged to remove any charge on the property from any rate, tax (including land tax) or outgoing, until the completion date;
- (b) If land tax has not been assessed as at the date of completion the purchaser will accept an undertaking by the vendor to provide a clear land tax certificate within fourteen (14) days from the date it is assessed.
- (c) The vendor will not be deemed to be unable to complete this contract by reason of the existence of any charge on the property for any rate, tax (including land tax) or outgoing;
- (d) The vendor will be entitled to serve a notice to complete or any other notice on the purchaser notwithstanding the existence of any charge on the property for any rate, tax (including land tax) or outgoing.

## **9. Completion**

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- (a) It is expressly agreed between the parties that in circumstances justifying the issue of a Notice to complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete by the Vendor, in addition to the balance of the price, the Purchaser shall pay to the Vendor the sum of three hundred and fifty dollars (\$350.00) as the agreed reasonable legal expenses incurred by the vendor as a result of having to issue such Notice to Complete.
- (b) In the event that the Purchaser cancels or fails to turn up to settlement without giving the Vendor one (1) clear business day notice, the Purchaser must pay to the Vendor's settlement agent \$110.00 plus any expenses in respect of the cancellation and including the Vendor's mortgagee's cancellation fee and interest.

## **10. Interest**

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- (a) If the Purchaser fails to complete the purchase by the time and date stipulated for completion of this contract the Purchaser must pay to the Vendor on completion; in addition to the balance of the price, interest on the balance calculated at the rate of twelve per centum (12%) per annum computed from the date stipulated for completion in this contract to the date on which completion takes place.
- (b) Payment of interest in accordance with this clause is an essential term of this contract.
- (c) The clause does not apply if the failure of the Purchaser to complete on this date stipulated for completion is caused solely by the vendor.

## **11. Death, mental illness and bankruptcy**

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If at any time prior to completion the Vendor or Purchaser (or any of them) dies or become mentally ill or being a company is wound up or go into liquidation then either party may at any time thereafter rescind by notice in writing served on the other party.

## **12. Suitability**

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The Purchaser cannot make any claim, objection, requisition, rescind or terminate the contract in respect of the suitability of lack of suitability of the property for any particular purpose.

## **13. Particulars of Title**

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The Purchaser acknowledges that particular of title sufficient to enable the Purchaser to prepare the Transfer are contained in this Contract and are deemed to be served on the Purchaser on the date of making this Contract.

## **14. Requisitions on Title**

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The Purchaser acknowledges that the only form of general Requisitions on Title that the Purchaser shall be entitled to raise pursuant to clause 5 shall be in the form of Requisitions on Title annexed to this Contract.

## **15. Part deposit paid**

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The purchaser agrees and acknowledges that if any circumstances arise under this Contract whereby the Purchaser forfeits the deposit, the amount to be forfeited by the Purchaser will be ten per cent (10%) of the sale price notwithstanding that the Vendor had agreed to accept an amount less than ten per cent (10%) of the sale price as deposit to be paid by the Purchaser on exchange of Contracts.

## **16. GST**

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The Vendor and Purchaser acknowledge and agree that the purchase price payable by the Purchaser to the Vendor as stated on the front page of this Contract does not include any amount payable pursuant to the New Tax System (Goods Services Tax) Act 1999, the New Tax System (Goods Services Tax Transition) Act 1999 or any cognate Legislation (the GST Legislation).

- (a) If any amount of ours become payable pursuant to the GST Legislation then on completion, the Purchaser shall pay the amount of GST Legislation then on completion, the Purchaser shall pay the amount of GST to the Vendor, being the amount of ten percent (10%) of the purchase price.
- (b) The Purchaser acknowledges that this Special Condition is an essential term of the Contract.

## **17. Corporation as a purchaser**

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- (a) In any event the Purchaser is a company , the Vendor may rescind this contract by notice in writing to the Purchaser's solicitor and clause 19 applies if prior to completion the Purchaser:
  - i. Resolves to enter into liquidation or provisional liquidation.
  - ii. Has a summons presented for its winding up
  - iii. Enters into any scheme or arrangement with its creditor under Part 5.1 of the Corporation Law;
  - or
  - iv. Has any liquidator, provisional liquidator, receiver or official manager appointed.
- (b) Each of the persons in whose presence the common seal of the Purchaser purports to have been so affixed, will be personally liable under this agreement, both jointly and or severally, as if they had been named in this contract as purchasers.

## **18. Deed of guarantee**

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In the event the Purchaser is a company, as a condition of sale on the date of this Contract, the Purchaser must provide to the Vendor a sealed Deed of Guarantee in a form satisfactory to the vendor.

## **19. Survey**

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If a survey certificate is attached, the Vendor does not warrant the accuracy and validity of such survey. The Purchaser shall make no objection, requisition or claim for compensation or damages in respect to such survey in relation to:

- (a) The fact that any building presently erected on the subject land may not comply in any way with the Local Government Act 1919 as amended or the Ordinances there under; or
- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land.

## **20. Purchasers acknowledgement**

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The Purchaser acknowledges that he has not been induced to enter into this Contract by any statement, representation or warranty made or given by or on behalf of the Vendor and has thoroughly inspected the premises being purchased and shall not raise any requisition, objection or claim for compensation in respect thereof.

The Purchaser agrees to pay the Vendor a sum of \$99.00 (including GST) on settlement by way of Purchaser allowance for each extension of the cooling off period requested by the Purchaser and granted by the Vendor. The Purchaser expressly acknowledges that this payment represents the vendors additional legal fees incurred as a result of the purchaser's failure to "cool off" within the agreed time for the contract to become unconditional.

## **21. Serving the transfer**

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The purchaser expressly acknowledges that Clause 4 hereof provides that the Memorandum of Transfer shall be forwarded to the vendor within a certain time period.

- (a) In the event that the purchaser fails to deliver the Transfer to the vendor's solicitor on or before ten (10) days before the due date of completion, the purchaser agrees to pay to the vendor by way of an adjustment, the sum of \$100.00 towards the cost of arranging execution of such Transfer on short notice.
- (b) The purchaser acknowledges that payment of such sum is an essential term of the contract.

## **22. Sewer diagram**

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- (a) The Purchaser acknowledges that the Purchaser has inspected the sewer mains diagram attached to the Contract and acknowledges that this is all that is available from a recognised sewerage authority.
- (b) The Purchaser must satisfy itself regarding all aspects of the diagram and must make no objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this Contract because of anything arising either directly or indirectly from the same.
- (c) The Purchaser acknowledges that no warranty or representation is made by the Vendor as to the completeness or accuracy of such diagram, and the accuracy or completeness of the same is not a condition of this Agreement.

## **23. Special levies**

---

In the event that the subject property is a strata complex, the Vendor and Purchaser agree that if there are or have been special levies or contributions which are not regular contributions levied, the Purchaser acknowledges that the Vendor will only be liable for such unpaid special levies up to the Contract date and the Purchaser is liable for any special levies after the Contract date.

## **24. Vacant Possession/Tenancy**

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- (a) In the event that the subject property is sold subject to Vacant Possession and the Vendor/Tenant is currently residing in the subject property, the Purchaser agrees to give the Vendor/Tenant an extra 21 days after the completion date to vacate and or settle if the vendor/tenant requires due to:
- i. The vendor/tenant needing more time to find and relocate to another property;
  - ii. The vendor purchasing a property and the settlement for their purchase is scheduled at a later date;
  - iii. The vendor requires a simultaneous settlement with a purchase of a property at a future date;
- (b) The purchaser agrees and acknowledges that a Notice to Complete cannot be served on the Vendor or Vendor's solicitor before the expiring date of the 21 days.
- (b) In the event that the subject property is sold subject to Vacant Possession and that there is currently a residential tenancy agreement annexed to the Contract, the Purchaser agrees and acknowledges the followings-
- i. At the Purchaser's request, the agent or the Vendor's Solicitor will only give notice to the tenants after the expiry of the cooling off period and that the agreed amount of the deposit money has been paid to the agent or the Vendor's trust account;
  - ii. The tenants will be given at least 35 days to vacate the subject property after the expiry of the cooling off period;
  - iii. The Purchaser or the Purchaser's Solicitor cannot serve the Vendor with a Notice to Complete on or before the expiry date of the Notice to the tenants.

## **25. Service and communication**

---

In addition to the methods provided in Standard Clause Condition 20.6, service of any notice under or relating to this Contract may be effected and shall be sufficient service on a party and the party's solicitor if transmitted by facsimile transmission. A transmission after 5:00pm on any business day shall be deemed to have been received on the next business day at 9:30am.

## **26. Adjustments**

---

The parties agree to adjust the usual outgoings and all amounts pursuant to this Contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at settlement by either party, the parties agree to rectify the error within 14 days of receipt of evidence of the error and a request for readjustment being made. This clause shall not merge on completion.

## **27. Cooling off period subject to section 66S of the Conveyancing Act**

---

In the event that this Contract is exchanged subject to the provisions of Section 66S of the Conveyancing Act 1919, the vendor retains the right to extend the completion date by the amount of days or any part thereof, which have expired under the cooling off period, or elect to retain the completion date as is incorporated in the Contract. This condition is an essential term of this contract, and is not negotiable. The vendor will make an election with respect to this clause in writing within seven (7) days of the Completion Date.

## **28. Inconsistency**

---

The terms of the printed Contract, to which these Special Conditions are annexed, shall be Read that should a conflict arise between these additional conditions and the printed contract, then these additional Special Conditions shall prevail. The parties agree that should any provision be held contrary to the law, void or unenforceable, then the provision shall be severed from this Contract, and all remaining provisions shall remain enforceable.

## 29. Settlement location

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Completion of this Contract shall take place at such a venue that the Vendors Solicitor nominates. If the Purchaser requests the Vendor to complete the Contract at a location other than that nominated by the Vendors Solicitor, the Purchaser shall pay to the Vendors Solicitor a Completion Fee of One Hundred and Ten Dollars (\$110.00) inclusive of GST, to be adjusted at settlement. This clause does not merge on completion.

## 30. Foreign resident capital gains withholding payments

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- a) This **clause 30** applies if the price is equal to or greater than \$750,000.
- b) In this **clause 30** terms have the following meanings:
  - i. Clearance Certificate means a certificate in respect of the vendor given by the Commissioner under section 14-220 of Schedule 1 of the TA Act;
  - ii. Commissioner has the meaning given to that term in the TA Act;
  - iii. Variation means a variation made by the Commission under section 14-325(2) of Schedule 1 of the TA Act;
  - iv. TA Act means the *Taxation Administration Act 1953* (Cth); and
  - v. Withholding Amount means the amount that the purchaser is required to pay the commissioner under section 14-220(3) of Schedule 1 of the TA Act.
- c) The vendor may serve a Clearance Certificate or a Variation.
- d) If the vendor serves a Clearance Certificate no later than 2 business days before the date for completion then the purchaser must not on completion retain or withhold any amount of the price for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.
- e) If the vendor serves a Variation no later than 2 business days before the date for completion then the purchaser must not on completion retain or withhold any amount of the price for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.
- f) If the vendor does not serve a Clearance Certificate under **clause 30(d)** then the purchaser must:
  - i. Serve evidence of a purchaser payment notification to the Australia Taxation Office within 5 business days after completion;
  - ii. At completion, produce a settlement cheque in favour of the Commissioner for the Withholding Amount; and
  - iii. Immediately following completion deliver that settlement cheque to the Commissioner; and
  - iv. Serve evidence of receipt by the Commissioner of payment of the Withholding Amount within 5 business days after completion.
- g) This **clause 30** does not merge on completion.



FOLIO: 665/1207029

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/6/2025	4:52 PM	4	22/5/2024

LAND

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LOT 665 IN DEPOSITED PLAN 1207029  
AT ORAN PARK  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF COOK COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1207029

FIRST SCHEDULE

-----

MILAN OSTOJIC  
TAMARA NADED OSTOJIC  
AS JOINT TENANTS (T AM310337)

SECOND SCHEDULE (13 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1130969 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1159094 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1169698 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1207029 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1207029 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 7 DP1207029 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (7) IN THE S.88B INSTRUMENT
- 8 DP1207029 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (8) IN THE S.88B INSTRUMENT
- 9 DP1207029 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (9) IN THE S.88B INSTRUMENT
- 10 DP1207029 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (12) IN THE S.88B INSTRUMENT
- 11 DP1207029 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (13) IN THE S.88B INSTRUMENT
- 12 DP1207029 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (15) IN THE S.88B INSTRUMENT
- 13 AU88718 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

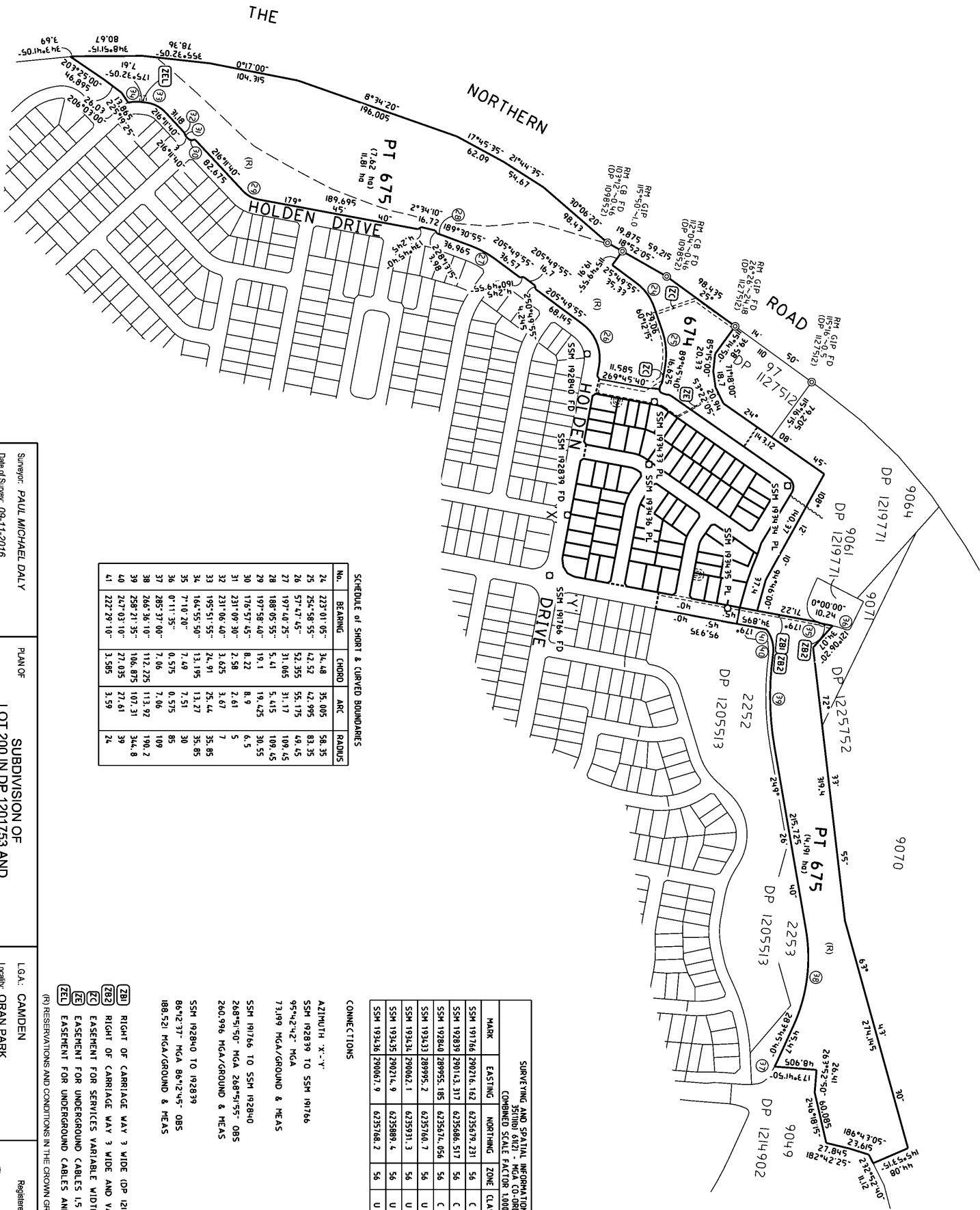
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UNREGISTERED DEALINGS: NIL

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

JN05651...

PRINTED ON 22/6/2025



SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
24	223°01'05"	34.48	35.005	58.35
25	254°58'55"	42.52	42.995	83.35
26	57°47'45"	52.355	55.175	49.45
27	197°40'25"	31.065	31.17	109.45
28	188°05'55"	5.41	5.415	109.45
29	197°58'40"	19.1	19.425	30.55
30	176°57'45"	8.22	8.9	6.5
31	231°09'30"	2.58	2.61	5
32	231°06'40"	3.625	3.67	7
33	195°51'55"	24.91	25.44	35.85
34	164°55'50"	13.195	13.27	35.85
35	7°10'20"	7.49	7.51	30
36	0°11'35"	0.575	0.75	85
37	285°37'00"	7.06	7.06	109
38	266°36'10"	112.225	113.92	190.2
39	258°21'35"	106.875	107.31	344.8
40	247°03'10"	27.035	27.61	39
41	222°29'10"	3.585	3.59	24

CONNECTIONS

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 COMBINED SCALE FACTOR 1.000124 (MEAN)					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 191766	290216.162	6235679.231	56	C	4
SSM 191766	290216.162	6235679.231	56	C	4
SSM 192839	290143.317	6235686.517	56	C	4
SSM 192840	289955.185	6235674.056	56	C	4
SSM 193433	289995.2	6235768.7	56	U	U
SSM 193434	290062.1	6235931.3	56	U	U
SSM 193435	290074.9	6235889.4	56	U	U
SSM 193436	290067.9	6235768.2	56	U	U

SCHEDULE of SSM CONNECTIONS

SSM CONNECTION	BEARING	DISTANCE
SSM 191766 - SSM 193435	359°38'15"	210.60
SSM 193435 - SSM 193436	285°21'45"	158.38
SSM 193436 - SSM 193433	207°25'30"	183.23
SSM 193433 - SSM 192839	84°06'45"	73.12
SSM 193433 - SSM 192840	137°27'45"	111.555
SSM 193433 - SSM 192840	204°37'55"	95.875

- (R) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- (ZB) RIGHT OF CARRIAGE WAY 3 WIDE (DP 129771)
- (ZC) EASEMENT FOR CARRIAGE WAY 3 WIDE AND VARIABLE WIDTH (DP 125752)
- (ZE) EASEMENT FOR SERVICES VARIABLE WIDTH (DP 128234)
- (ZL) EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (DP 194650)
- (ZL) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 207573)

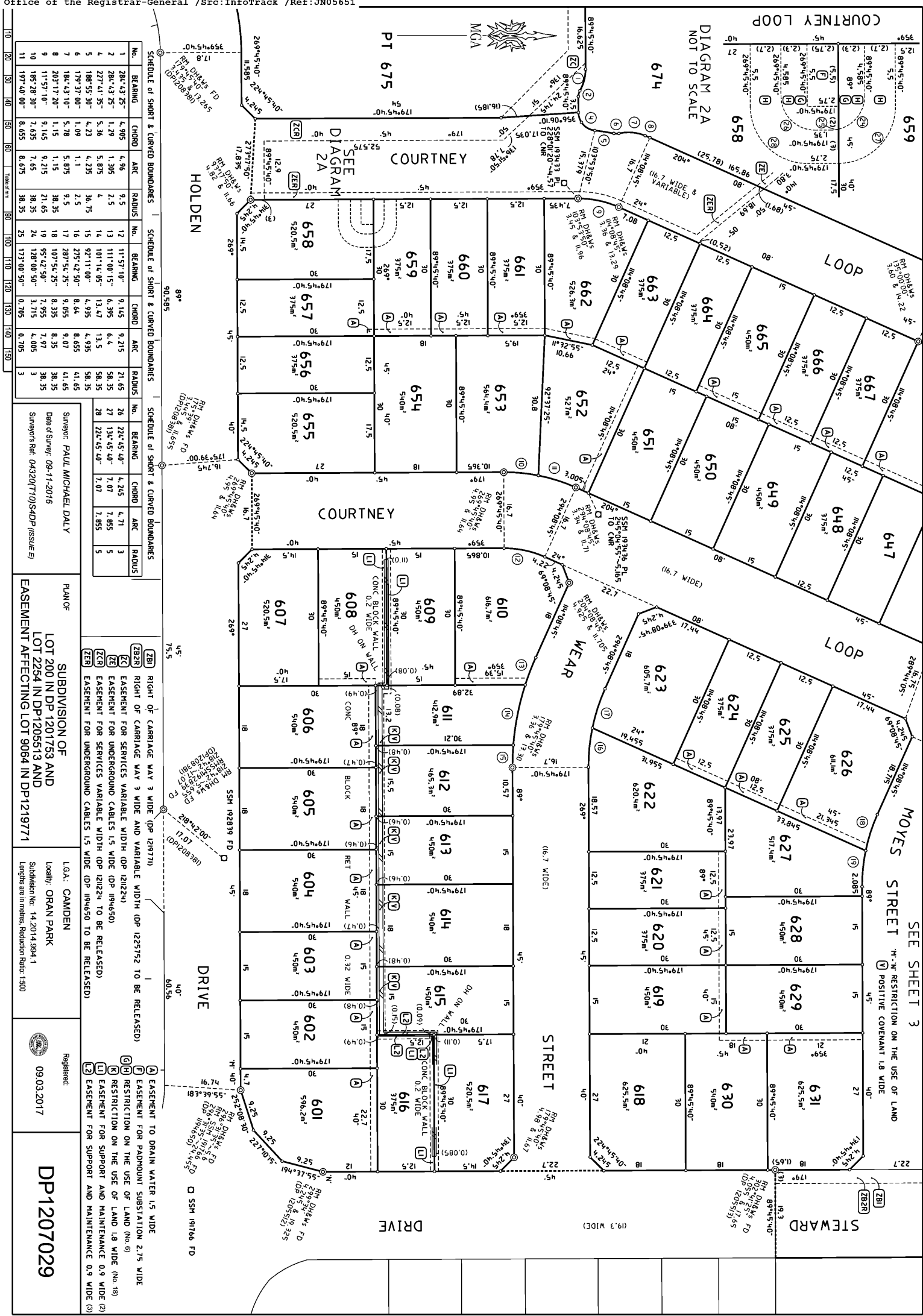
Surveyor: PAUL MICHAEL DALY  
Date of Survey: 08-11-2016  
Surveyor's Ref: 04320(T10)S4DP (ISSUE E)

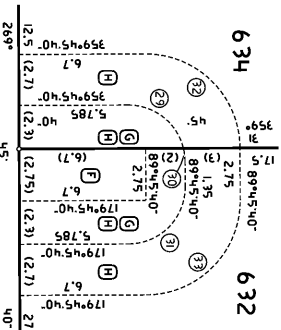
PLAN OF  
SUBDIVISION OF  
LOT 200 IN DP 1201763 AND  
LOT 2254 IN DP 1205513 AND  
EASEMENT AFFECTING LOT 9064 IN DP 1219771

L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 14, 2014 594.1  
Lengths are in metres. Reduction Ratio: 1:3000

Registered:  
09.03.2017

DP1207029

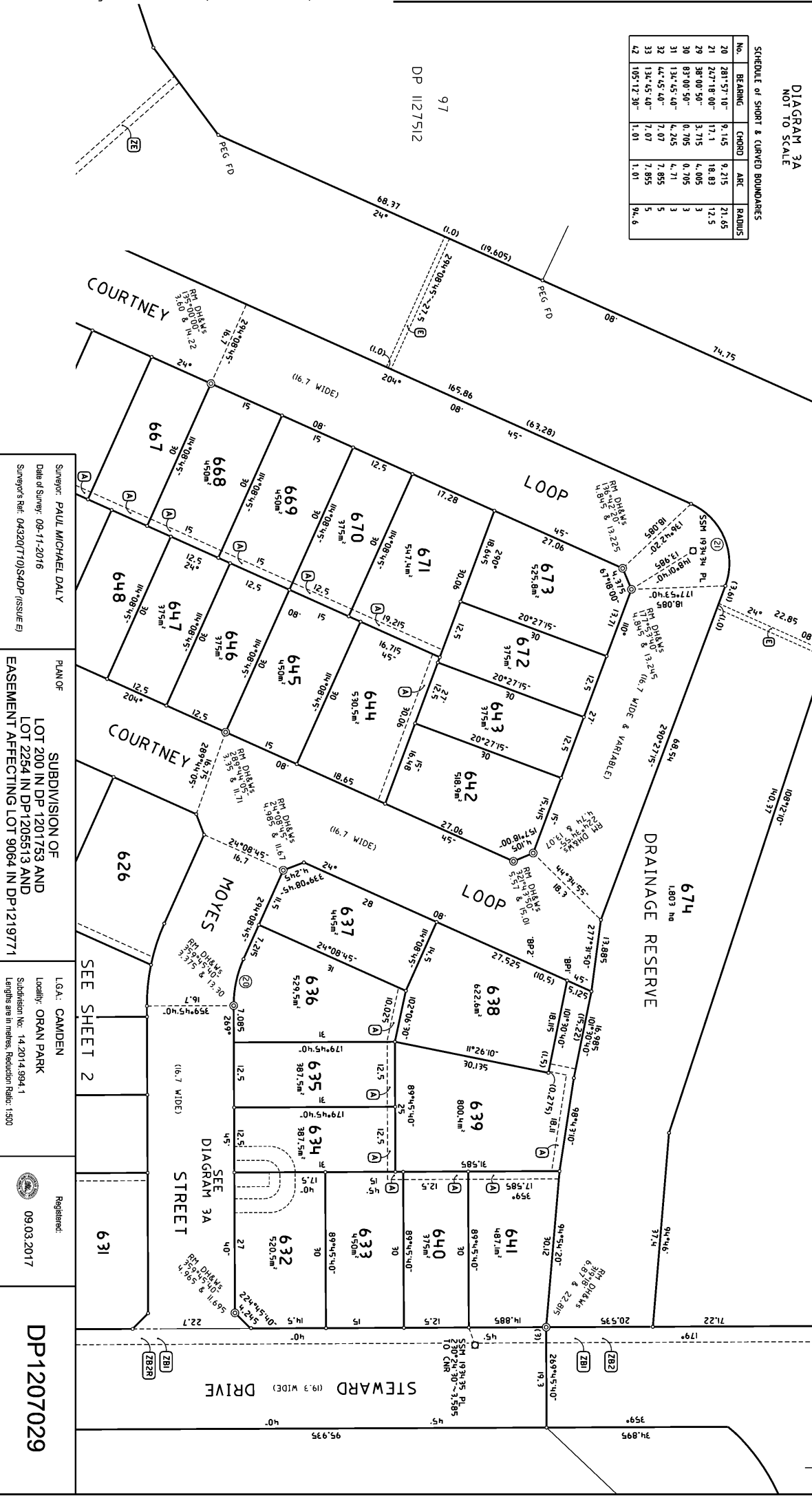




MOYES STREET  
DIAGRAM 3A  
NOT TO SCALE

No.	BEARING	CHORD	ARC	RADIUS
20	281°57'10"	9.145	9.215	21.65
21	247°18'00"	17.1	18.83	12.5
29	38°00'50"	3.715	4.005	3
30	83°00'50"	0.705	0.705	3
31	134°45'40"	4.245	4.71	3
32	44°45'40"	7.07	7.555	5
33	134°45'40"	7.07	7.555	5
42	105°12'30"	1.01	1.01	94.6

SCHEDULE OF SHORT & CURVED BOUNDARIES



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- (C) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (D) RESTRICTION ON THE USE OF LAND (No 6)
- (E) RESTRICTION ON THE USE OF LAND
- (F) RIGHT OF CARRIAGE WAY 3 WIDE (DP 1201771)
- (G) RIGHT OF CARRIAGE WAY 3 WIDE AND VARIABLE WIDTH (DP 1225752)
- (H) RIGHT OF CARRIAGE WAY 3 WIDE AND VARIABLE WIDTH (DP 1225752) TO BE RELEASED
- (I) EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (DP194650)



Surveyor: PAUL MICHAEL DALY  
Date of Survey: 08-11-2016  
Surveyor's Ref: 04320(T10)S4DP (ISSUE E)

PLAN OF  
SUBDIVISION OF  
LOT 200 IN DP 1201753 AND  
LOT 2254 IN DP120513 AND  
EASEMENT AFFECTING LOT 9064 IN DP1219771

L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 14, 2014 594, 1  
Lengths are in metres, Reduction Ratio: 1:500

Registered:  
09.03.2017

DP1207029



## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  09.03.2017

Title System: TORRENS

Purpose: SUBDIVISION

DP1207029

## PLAN OF

SUBDIVISION OF  
LOT 200 IN DP 1201753 AND  
LOT 2254 IN DP1205513 AND  
EASEMENT AFFECTING LOT 9064 IN DP1219771

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Survey Certificate

I PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELLTOWN  
a surveyor registered under the *Surveying and Spatial Information Act,*  
2002, certify that:

~~\*(a) The land shown in the plan was surveyed in accordance with the~~  
~~Surveying and Spatial Information Regulation 2012, is accurate~~  
~~and the survey was completed on .....~~

~~\*(b) The part of the land in the plan (being/excluding ^ PARTS~~  
~~OF LOT 675~~  
~~.....)~~  
was surveyed in accordance with the *Surveying and Spatial*  
*Information Regulation 2012*, is accurate and the survey was  
completed on 09-11-2016, the part not surveyed was compiled  
in accordance with that Regulation.

~~\*(c) The land shown in this plan was compiled in accordance with the~~  
~~Surveying and Spatial Information Regulation 2012.~~

Signature:  Dated: 09-11-2016Surveyor ID: 898Datum Line: 'X' - 'Y'Type: Urban/~~Rural~~The terrain is \*Level-Undulating / ~~\*Steep-Mountainous~~.

\* Strike through if inapplicable.

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

## Subdivision Certificate

I SUGULE MOHAMED  
\*Authorised Person/\*General Manager/\*Accredited Certifier, certify that  
the provisions of s.109J of the *Environmental Planning and*  
*Assessment Act 1979* have been satisfied in relation to the proposed  
subdivision, new road or reserve set out herein.

Signature:  .....Accreditation number: —Consent Authority: Camden CouncilDate of endorsement: 15/02/2017Subdivision Certificate number: 14. 2014. 994.1File number: DA/2014/994/1

\* Strike through if inapplicable.

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

IT IS INTENDED TO CREATE LOT 674  
AS DRAINAGE RESERVE.

IT IS INTENDED TO DEDICATE COURTNEY LOOP,  
MOYES STREET, STEWARD DRIVE (SUBJECT TO RIGHT  
OF CARRIAGE WAY 3 WIDE CREATED BY DP 1219771) AND  
WEAR STREET TO THE PUBLIC AS PUBLIC ROAD.

## Plans used in the preparation of survey/compilation

DP 1173943	DP 1195722
DP 1174051	DP 1201753
DP 1174053	DP 1202756
DP 1174054	DP 1205513
DP 1186663	DP 1208381
DP 1189904	DP 1211224
DP 1194650	DP 1219771
DP 1195720	DP 1225752

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 04320(T10)S4DP (ISSUE E)

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  09.03.2017

DP1207029

## PLAN OF

SUBDIVISION OF  
LOT 200 IN DP 1201753 AND  
LOT 2254 IN DP1205513 AND  
EASEMENT AFFECTING LOT 9064 IN DP1219771

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: 14.2014.994.1

Date of Endorsement: 15/02/2017

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L1)
3. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L2)
4. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E)
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
6. RESTRICTION ON THE USE OF LAND (G)(H)
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K)
17. POSITIVE COVENANT 1.8 WIDE (V)

IT IS INTENDED TO RELEASE:

1. PART OF EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE  
(CREATED BY DP1194650) DESIGNATED ZER ON THE PLAN
2. PART OF EASEMENT FOR SERVICES VARIABLE WIDTH  
(CREATED BY DP 1211224) DESIGNATED ZCR ON THE PLAN
3. PART OF RIGHT OF CARRIAGE WAY 3 WIDE AND VARIABLE WIDTH  
(CREATED BY DP 1225752) DESIGNATED ZB2R ON THE PLAN

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:

04320(T10)S4DP

(ISSUE E)

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  09.03.2017

DP1207029

## PLAN OF

SUBDIVISION OF  
LOT 200 IN DP 1201753 AND  
LOT 2254 IN DP1205513 AND  
EASEMENT AFFECTING LOT 9064 IN DP1219771

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: 14.2014.994.1

Date of Endorsement: 15/02/2017

## Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Locality	Lot	Street Number	Street Name	Street Type	Locality
601	60	Holden	Drive	Oran Park	639	22	Courtney	Loop	Oran Park
602	62	Holden	Drive	Oran Park	640	91	Steward	Drive	Oran Park
603	64	Holden	Drive	Oran Park	641	93	Steward	Drive	Oran Park
604	66	Holden	Drive	Oran Park	642	25	Courtney	Loop	Oran Park
605	68	Holden	Drive	Oran Park	643	27	Courtney	Loop	Oran Park
606	70	Holden	Drive	Oran Park	644	23	Courtney	Loop	Oran Park
607	2	Courtney	Loop	Oran Park	645	21	Courtney	Loop	Oran Park
608	4	Courtney	Loop	Oran Park	646	19	Courtney	Loop	Oran Park
609	6	Courtney	Loop	Oran Park	647	17	Courtney	Loop	Oran Park
610	8	Courtney	Loop	Oran Park	648	15	Courtney	Loop	Oran Park
611	11	Wear	Street	Oran Park	649	13	Courtney	Loop	Oran Park
612	9	Wear	Street	Oran Park	650	11	Courtney	Loop	Oran Park
613	7	Wear	Street	Oran Park	651	9	Courtney	Loop	Oran Park
614	5	Wear	Street	Oran Park	652	7	Courtney	Loop	Oran Park
615	3	Wear	Street	Oran Park	653	5	Courtney	Loop	Oran Park
616	77	Steward	Drive	Oran Park	654	3	Courtney	Loop	Oran Park
617	79	Steward	Drive	Oran Park	655	74	Holden	Drive	Oran Park
618	81	Steward	Drive	Oran Park	656	76	Holden	Drive	Oran Park
619	4	Wear	Street	Oran Park	657	78	Holden	Drive	Oran Park
620	6	Wear	Street	Oran Park	658	80	Holden	Drive	Oran Park
621	8	Wear	Street	Oran Park	659	57	Courtney	Loop	Oran Park
622	10	Wear	Street	Oran Park	660	55	Courtney	Loop	Oran Park
623	10	Courtney	Loop	Oran Park	661	53	Courtney	Loop	Oran Park
624	12	Courtney	Loop	Oran Park	662	51	Courtney	Loop	Oran Park
625	14	Courtney	Loop	Oran Park	663	49	Courtney	Loop	Oran Park
626	15	Courtney	Loop	Oran Park	664	47	Courtney	Loop	Oran Park
627	7	Moyes	Street	Oran Park	665	45	Courtney	Loop	Oran Park
628	5	Moyes	Street	Oran Park	666	43	Courtney	Loop	Oran Park
629	3	Moyes	Street	Oran Park	667	41	Courtney	Loop	Oran Park
630	83	Steward	Drive	Oran Park	668	39	Courtney	Loop	Oran Park
631	85	Steward	Drive	Oran Park	669	37	Courtney	Loop	Oran Park
632	87	Steward	Drive	Oran Park	670	35	Courtney	Loop	Oran Park
633	89	Steward	Drive	Oran Park	671	33	Courtney	Loop	Oran Park
634	91	Moyes	Street	Oran Park	672	29	Courtney	Loop	Oran Park
635	93	Moyes	Street	Oran Park	673	31	Courtney	Loop	Oran Park
636	8	Moyes	Street	Oran Park	674	24	Courtney	Loop	Oran Park
637	10	Moyes	Street	Oran Park	675	26	Courtney	Loop	Oran Park
638	20	Courtney	Loop	Oran Park					

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:

04320(T10)S4DP

(ISSUE E)

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  09.03.2017

DP1207029

## PLAN OF

SUBDIVISION OF  
LOT 200 IN DP 1201753 AND  
LOT 2254 IN DP1205513 AND  
EASEMENT AFFECTING LOT 9064 IN DP1219771

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: 14.2014.994.1

Date of Endorsement: 15/02/2017

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404


Signature: Signature: 

Print Name: MARK PERICH

Print Name: MICHAEL OWENS

Office Held P of A Book 4697 No. 601

Office Held P of A Book 4697 No. 601

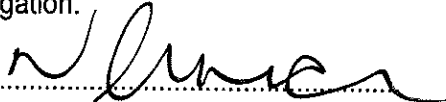
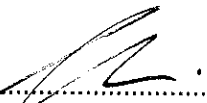
Witness Signature: Witness Signature: 

Print Name: SHAWN VAN DUIN

Print Name: SHAWN VAN DUIN

Address of Witness: PETRA BROWN DR  
OLAN PARRAddress of Witness: PETRA BROWN DR  
OLAN PARR

Signed by me NICHOLAS LEMON  
as delegate of Landcom and I hereby  
declare that I have no notice of revocation  
of such delegation.

Signature: Witness Signature: 

Print Name: SHAWN VAN DUIN

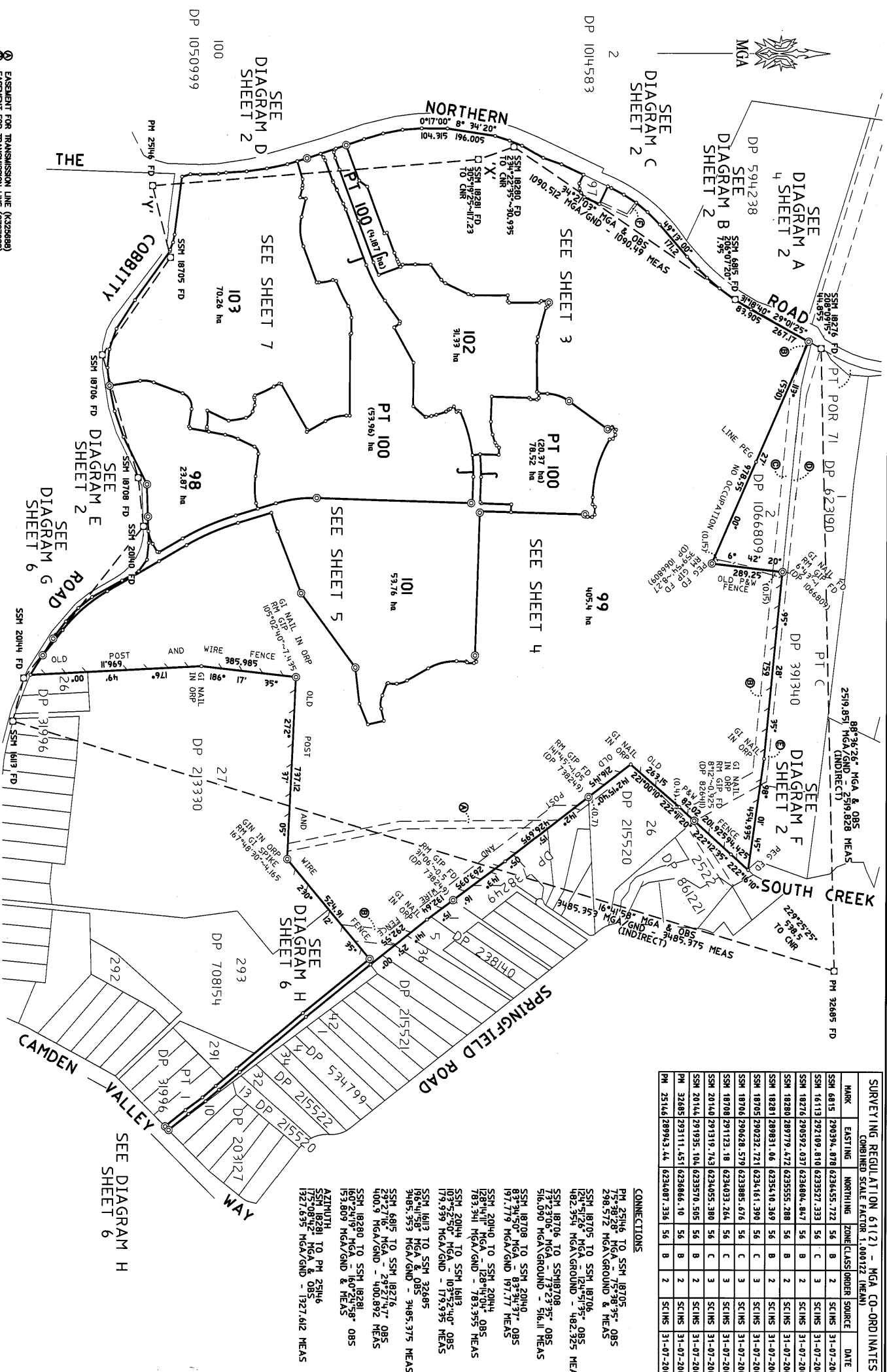
Address of Witness: PETRA BROWN DR  
OLAN PARR 2570.

  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320(T10)S4DP

(ISSUE E)



SURVEYING REGISTRATION 6112) - MGA CO-ORDINATES						
COMBINED SCALE FACTOR: 1.000132 (MEAN)						
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE
SM 6113	290394.878	6236455.722	56	B	2	SCIMS
SM 16131	292109.819	6236455.733	56	B	3	SCIMS
SM 18276	290592.037	6236464.847	56	B	2	SCIMS
SM 18280	286779.472	6236555.288	56	B	2	SCIMS
SM 18281	289891.06	623541.369	56	B	2	SCIMS
SM 18705	290232.721	6234161.390	56	B	2	SCIMS
SM 18706	290628.579	6236385.676	56	C	3	SCIMS
SM 18708	291173.81	6236393.264	56	C	3	SCIMS
SM 20140	297419.743	6234055.380	56	C	3	SCIMS
SM 22445	291935.104	6236370.505	56	B	2	SCIMS
SM 22446	293111.651	6236466.10	56	B	2	SCIMS
PM 25164	289934.44	6234087.334	56	B	2	SCIMS

## CONNECTIONS

PM 25146 TO SSM 18705  
75°38'28" MGA - 75°38'35" OBS  
298.572 MGA\GROUND & MEAS

SSM 18705 TO SSM 18706  
124°51'26" MGA - 124°51'35" OBS  
482.354 MGA\GROUND - 482.325 MEAS

SSM 18/06 10 SSM18/08  
73°23'06" MGA - 73°23'35" OBS  
516.090 MGA\GROUND - 516.11 MEAS

3511 8/08 10 3511 20140  
83°34'50" MGA - 83°34'37" OBS  
197.779 MGA/GND 197.77 MEAS

531°20'40" TO 531°20'47"  
128°14'11" MGA - 128°14'04" OBS  
783.341 MGA/GND - 783.355 MEAS

103°52'50" MGA - 103°52'40" OBS  
179.939 MGA/GND - 179.935 MEAS

196°41'58" MGA & OBS  
3485.353 MGA/GND - 3485.375 MEAS  
SSM 6815 TO SSM 18276

29°27'16" MGA - 29°27'47" OBS  
400.9 MGA/GND - 400.892 MEAS  
SSM 18280 TO SSM 18281

160°24'19" MGA - 160°24'58" OBS  
153.809 MGA/GND & MEAS  
AZIMUTH

175°08'42" MGA & OBS  
1327.635 MGA/GND - 1327.612 MEAS

Age (years)	Percentage (%)
18	10
20	25
25	45
30	65
35	85
40	95
45	100
50	100
55	100
60	100
65	100

WAY

—

## DIAGRAM H

SHEET 6

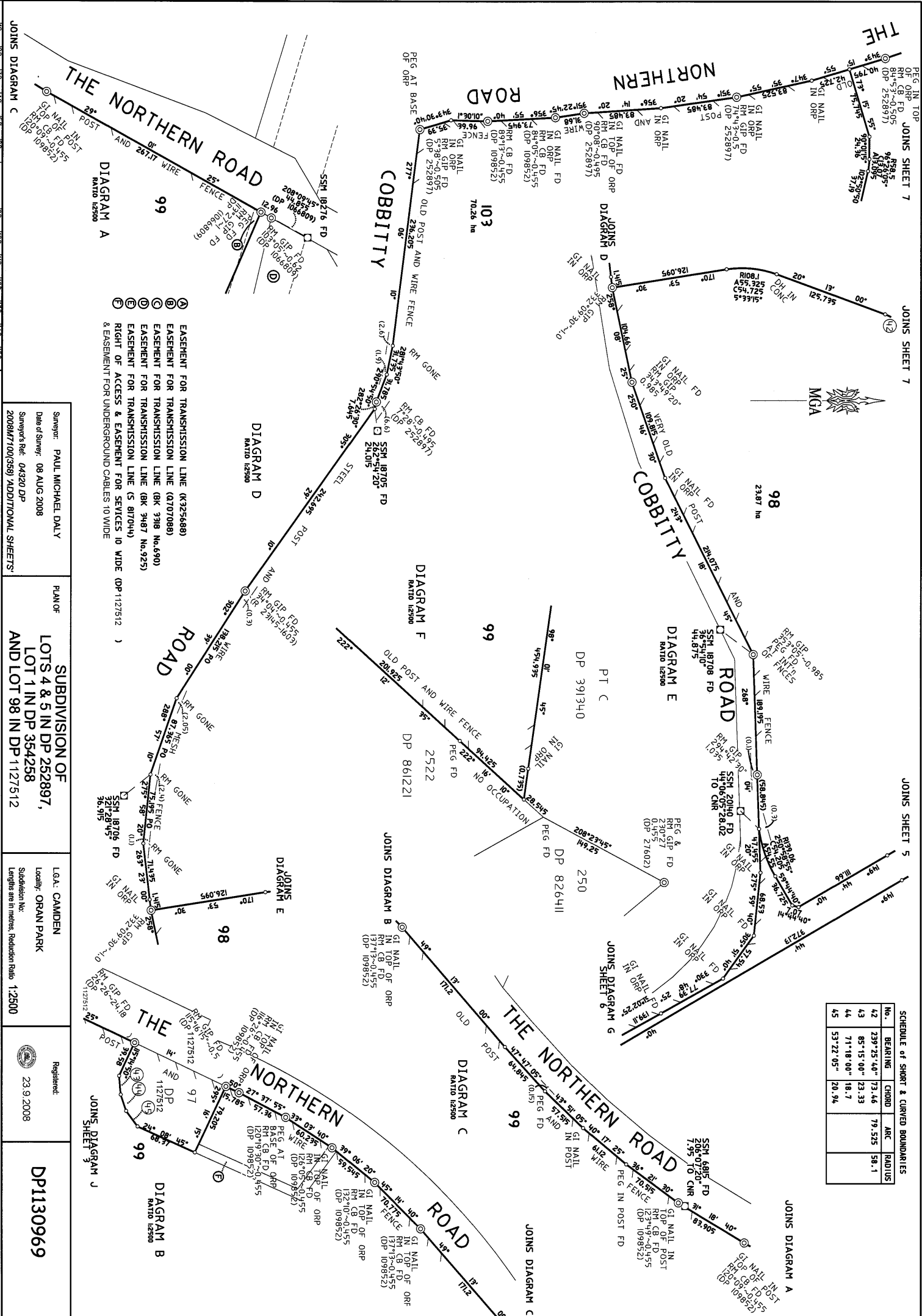


DP1130969 P

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SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
42	239° 25' 40"	73.46	79.525	58.1
43	85° 15' 00"	73.33		
44	71° 18' 00"	18.7		
45	53° 22' 05"	20.94		



Surveyor: PAUL MICHAEL DALY  
Date of Survey: 08 AUG 2008  
Surveyor's Ref: 04320 DP  
2008M/100/359/ADDITIONAL SHEETS

PLAN OF  
SUBDIVISION OF  
LOTS 4 & 5 IN DP 252897,  
LOT 1 IN DP 354258  
AND LOT 98 IN DP 1127512

LGA: CAMDEN  
Locality: ORAN PARK  
Subdivision No.  
Lengths are in metres, Reduction Ratio 1:2500

Registered:  
23.9.2008

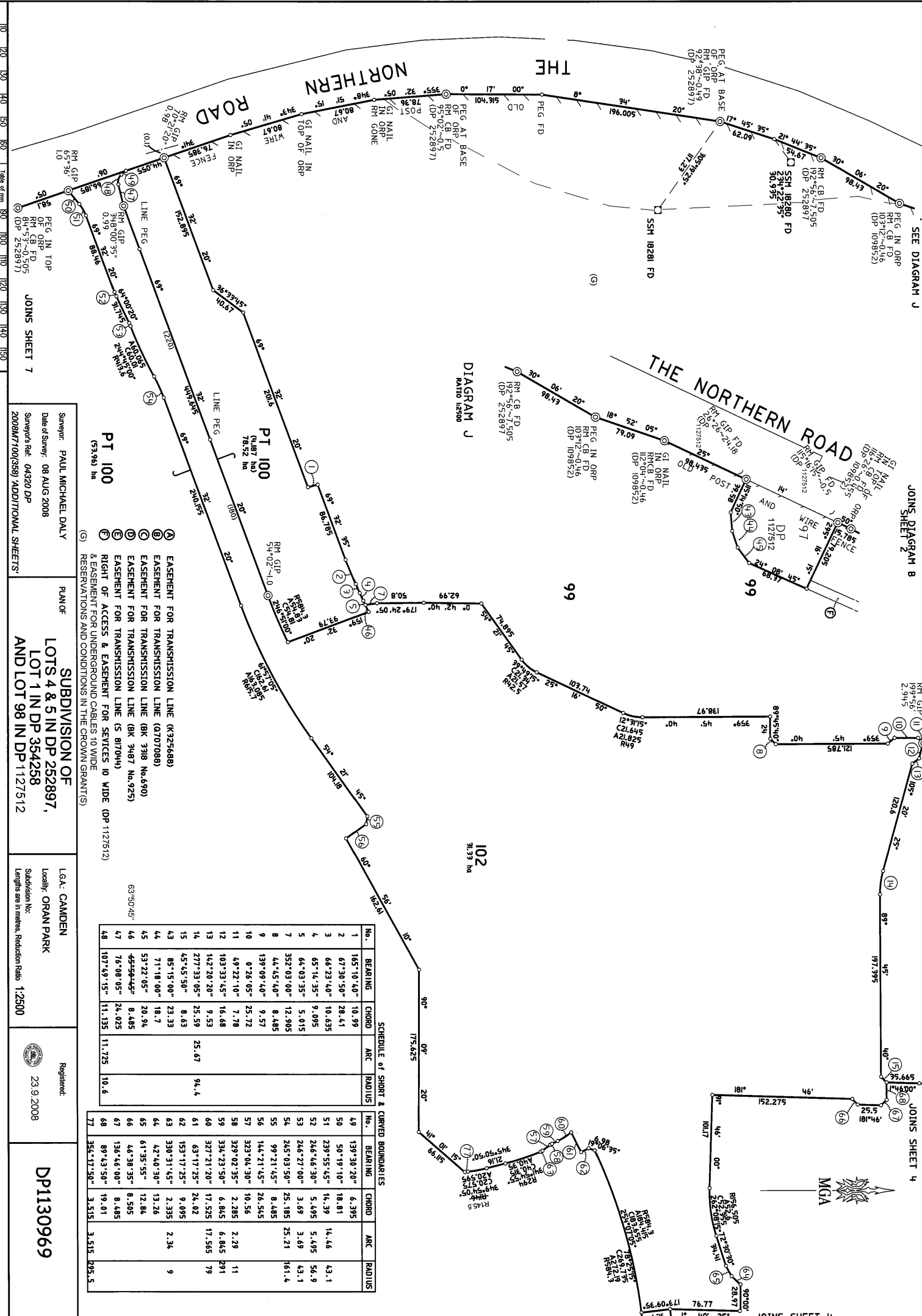
DP1130969

SEE DIAGRAM J

JOINS SHEET 2

JOINS SHEET 4

JOINS SHEET 4

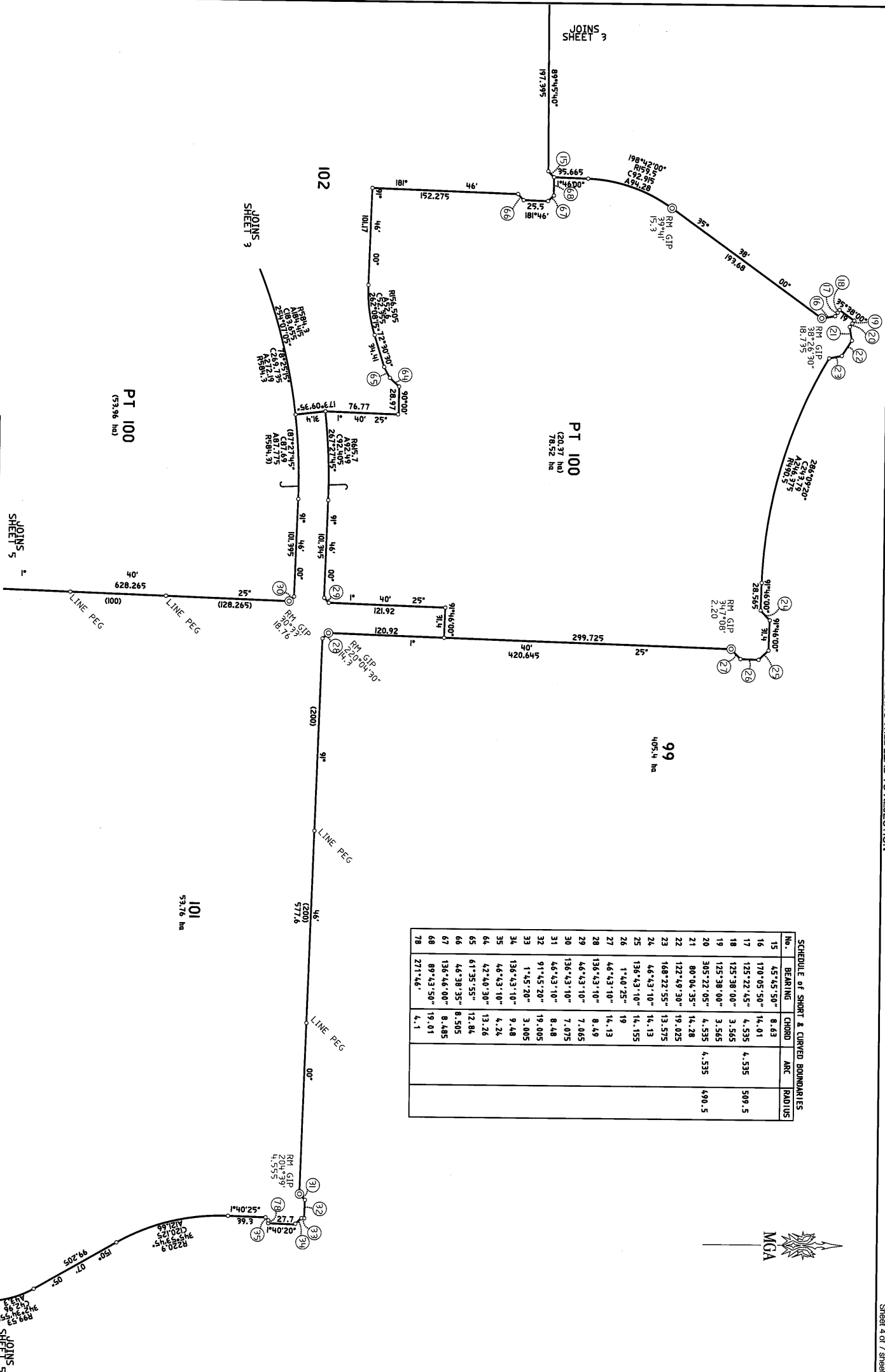


Surveyor: PAUL MICHAEL DALY		Date of Survey: 08 AUG 2008	
Surveyor's Ref: 04320 DP		2008M7100(958) ADDITIONAL SHEETS	
PLAN OF		SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512	
L.G.A. CAMDEN		Locality: ORAN PARK	
Subdivision No:		Lengths are in metres. Reduction Ratio 1:2500	
Registered:		23.9.2008	
DP1130969			

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
15	45°45'50"	8.63		
16	170°05'50"	14.01		
17	125°22'45"	4.535	4.535	509.5
18	125°38'00"	3.565		
19	125°38'00"	3.565		
20	305°22'05"	4.535		
21	80°04'35"	14.28	4.535	490.5
22	122°49'30"	19.025		
23	168°22'55"	13.575		
24	46°43'10"	14.13		
25	136°43'10"	14.155		
26	1°40'25"	19		
27	46°43'10"	14.13		
28	136°43'10"	8.49		
29	46°43'10"	7.065		
30	136°43'10"	7.075		
31	46°43'10"	8.48		
32	91°45'20"	19.005		
33	1°45'20"	3.005		
34	136°43'10"	9.48		
35	46°43'10"	4.24		
64	42°40'30"	13.26		
65	61°35'55"	12.84		
66	46°38'35"	8.505		
67	136°46'00"	8.485		
68	89°43'50"	19.01		
78	271°46'	4.1		



Surveyor: PAUL MICHAEL DALY  
Date of Survey: 08 AUG 2008  
Surveyor's Ref: 04320 DP  
2008M7100358) ADDITIONAL SHEETS

PLAN OF  
SUBDIVISION OF  
LOTS 4 & 5 IN DP 252897,  
LOT 1 IN DP 354258  
AND LOT 98 IN DP 1127512

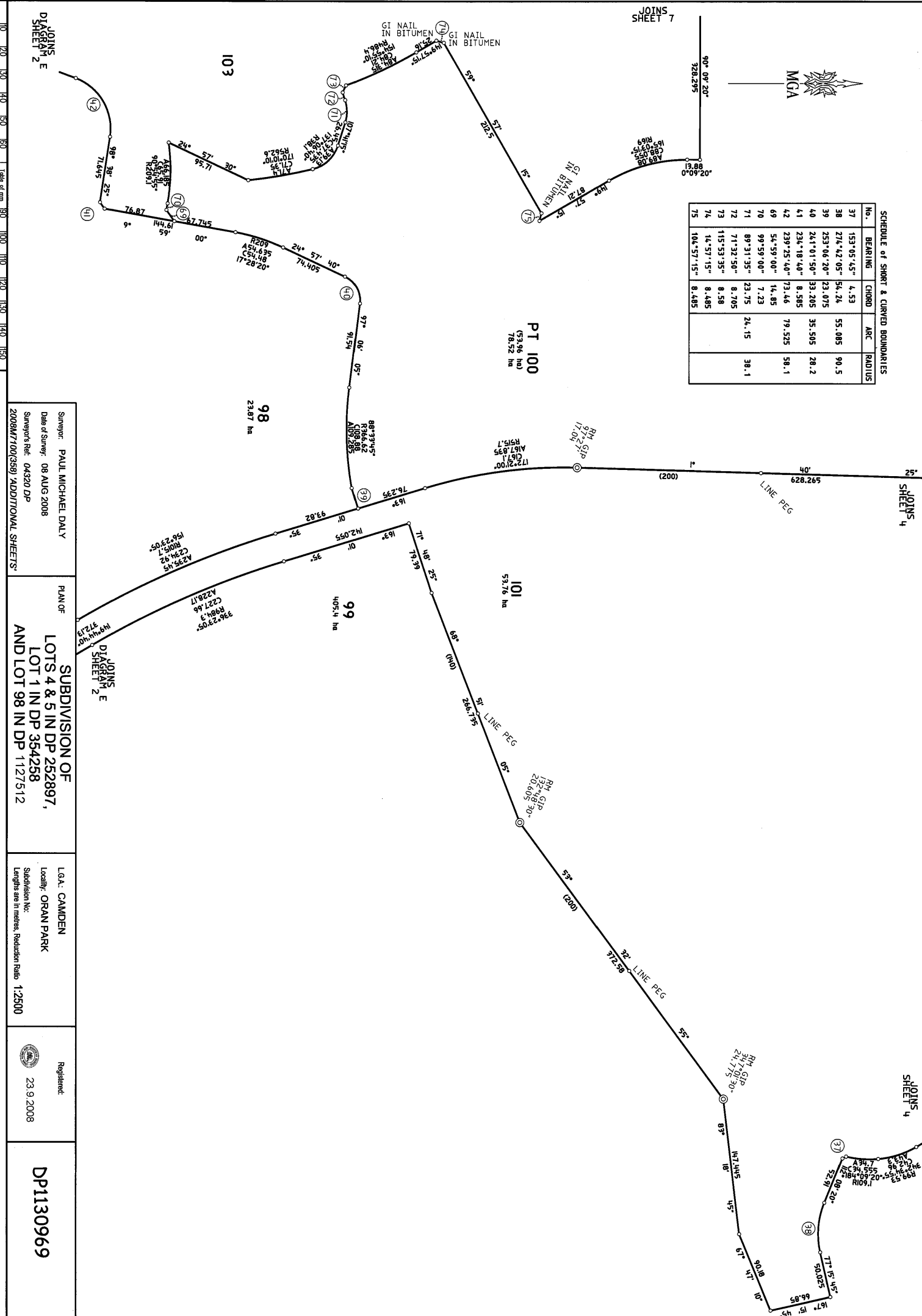
L.G.A: CAMDEN  
Locality: ORAN PARK  
Subdivision No:  
Lengths are in metres, Reduction Ratio 1:2500

Registered:  
23.9.2008

DP1130969



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
37	153° 05' 45"	4.53		
38	274° 42' 05"	54.24	55.085	90.5
39	253° 06' 20"	23.075		
40	241° 01' 50"	33.205	35.505	28.2
41	234° 18' 40"	8.585		
42	239° 25' 40"	73.46	79.525	58.1
69	54° 59' 00"	14.85		
70	99° 59' 00"	7.23		
71	89° 31' 35"	23.75	24.15	38.1
72	71° 32' 50"	8.705		
73	115° 53' 35"	8.58		
74	14° 57' 15"	8.485		
75	104° 57' 15"	8.485		



Surveyor:  
Date of Survey:  
Surveyor's Ref:

PAUL MICHAEL DALY  
08 AUG 2008  
04320 DP  
2008M/100(358) ADDITIONAL SHEETS

PLAN OF

SUBDIVISION OF  
LOTS 4 & 5 IN DP 252897,  
LOT 1 IN DP 354258  
AND LOT 98 IN DP 1127512

LGA: CAMDEN  
Locality: ORAN PARK  
Subdivision No:

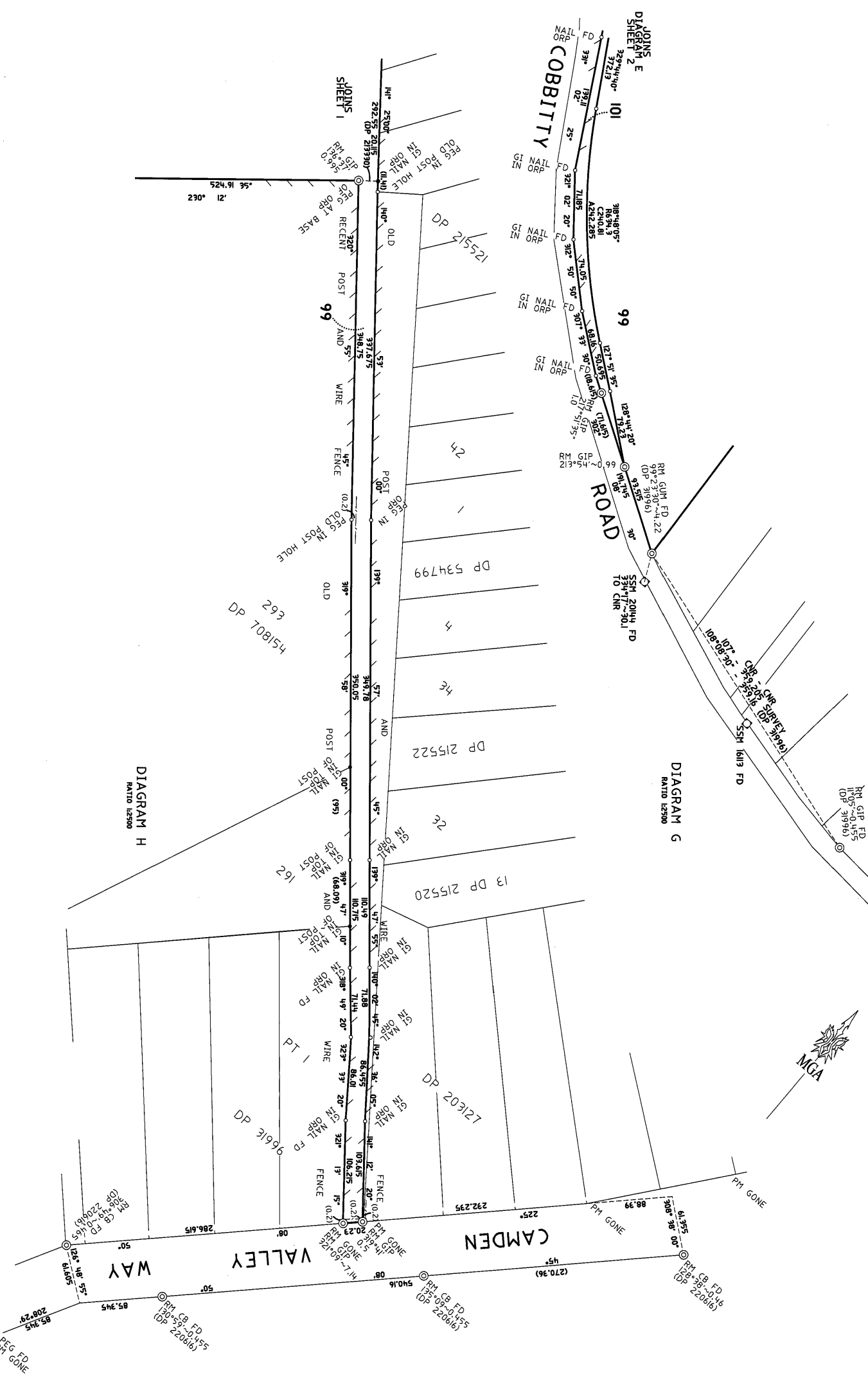
Registered:  
23.9.2008

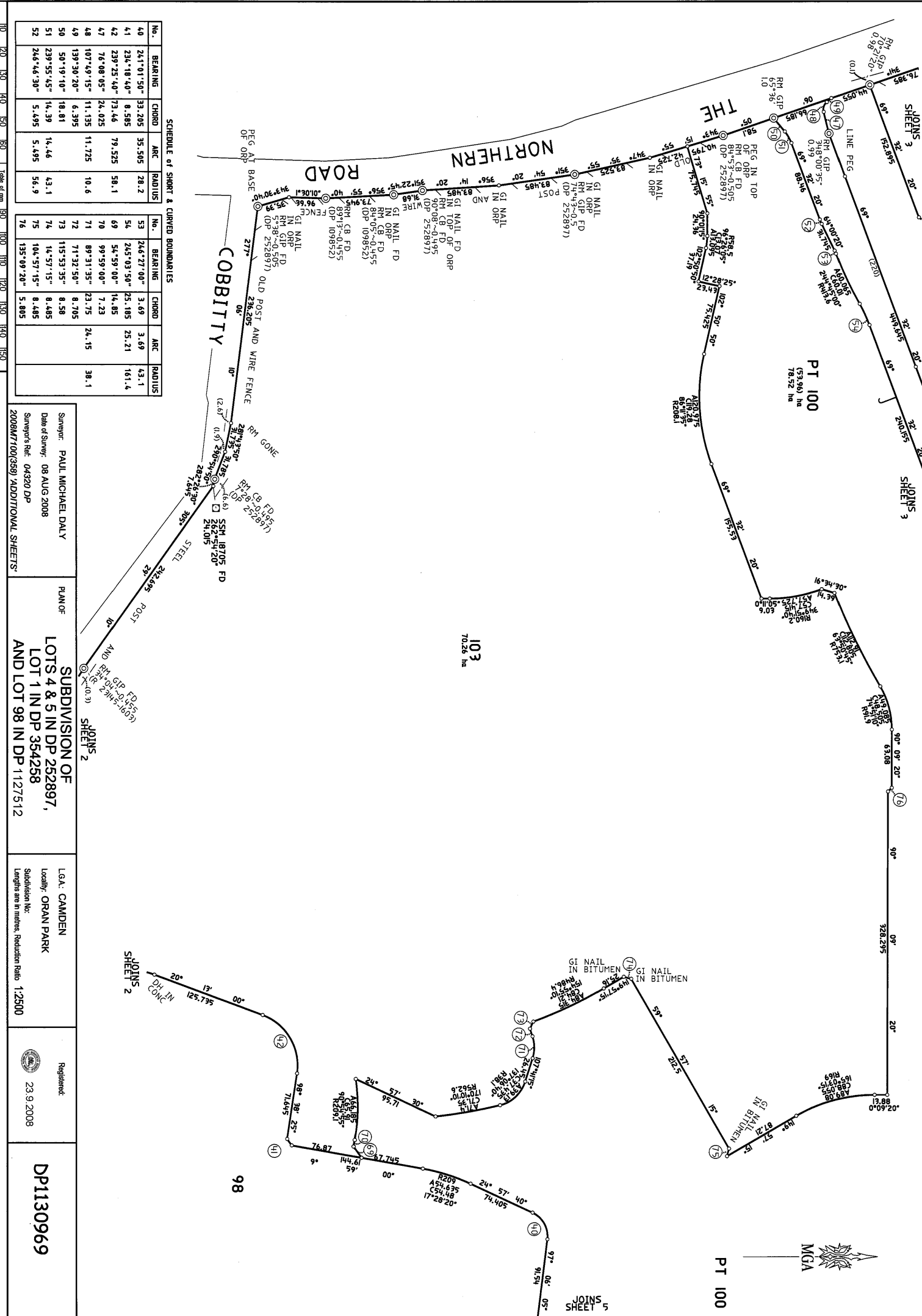
DP1130969

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Scale of mm

Surveyor: BENJAMIN JOHN CUMMINS Date of Survey: 08 AUG 2008 Surveyor's Ref: 04320 DP 2008M7100(359) 'ADDITIONAL SHEETS'	PLAN OF <b>SUBDIVISION OF                  LOTS 4 &amp; 5 IN DP 252897,                  LOT 1 IN DP 354258                  AND LOT 98 IN DP 1127512</b>	L.G.A.: CAMDEN Locality: ORAN PARK Subdivision No: Lengths are in metres, Reduction Ratio 1:2500	Registered: 23.9.2008	<b>DP1130969</b>
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SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
40	241°01'50"	33.205	35.505	28.2
41	234°18'40"	8.585		
42	239°25'40"	73.46	79.525	58.1
47	76°08'05"	24.025		
48	107°49'15"	11.135	11.725	10.6
49	139°30'20"	6.395		
50	50°19'10"	18.81		
51	239°55'45"	14.39	14.46	43.1
52	246°46'30"	5.495	5.495	56.9

No.	BEARING	CHORD	ARC	RADIUS
53	246°27'00"	3.69	3.69	43.1
54	245°03'50"	25.185	25.21	161.4
56	54°59'00"	14.85		
69	99°59'00"	7.23		
70	89°31'35"	23.75	24.15	38.1
71	71°32'50"	8.705		
72	115°53'35"	8.58		
73	104°57'15"	8.485		
74	104°57'15"	8.485		
75	135°09'20"	5.805		

Surveyor: PAUL MICHAEL DALY	PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512	LGA: CAMDEN Locality: ORAN PARK Subdivision No: DP1130969
Date of Survey: 08 AUG 2008		Registered: 23.9.2008
Surveyor's Ref: 04320 DP		
2008M7100(359) 'ADDITIONAL SHEETS'		

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. RESTRICTION ON THE USE OF LAND

*[Signature]* Tony Perich  
director  
Signing on behalf  
of Leppington Pastoral  
Pty Ltd under S.127 of  
the Corporations Act  
2001 ACN 000420404

*[Signature]* Ron Perich  
director  
Signing on behalf of  
Leppington Pastoral  
Pty Ltd under S.127 of  
the Corporations Act  
2001 ACN:

Signed by me MATTHEW BEGGS as 000420404  
delegate of Landcom and I hereby certify  
that I have no notice of revocation of such  
delegation.

Use PLAN FORM 6A  
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....  
Date: .....  
File Number: .....  
Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and  
Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein  
(insert "subdivision" or "new road")

*[Signature]*  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: CAMDEN COUNCIL  
Date of Endorsement: 28 AUG 2008  
Accreditation no: .....  
Subdivision Certificate no: 32/2008  
File no: 5850-280

\* Delete whichever is inapplicable.



DP1130969 S

Registered: 23.9.2008

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF  
LOTS 4 & 5 IN DP 252897,  
LOT 1 IN DP 354258  
AND LOT 98 IN DP 1127512

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

I PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN  
a surveyor registered under the Surveying Act, 2002, certify that the  
survey represented in this plan is accurate, has been made in  
accordance with the Surveying Regulation, 2006 and was completed  
on: 08.AUG.2008

The survey relates to  
LOTS 98 TO 103

(specify the land actually surveyed or specify any land shown in the  
plan that is not the subject of the survey)

Signature *[Signature]* Dated: 18-08-2008  
Surveyor registered under the Surveying Act, 2002

Datum Line: 'X' - 'Y'  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 27602	DP 215522	DP 623190
DP 31996	DP 220616	DP 708154
DP 109852	DP 238140	DP 738249
DP 203127	DP 252897	DP 826411
DP 213330	DP 354258	DP 861221
DP 215520	DP 391340	DP 1066809
DP 215521	DP 534799	R 23145-1603

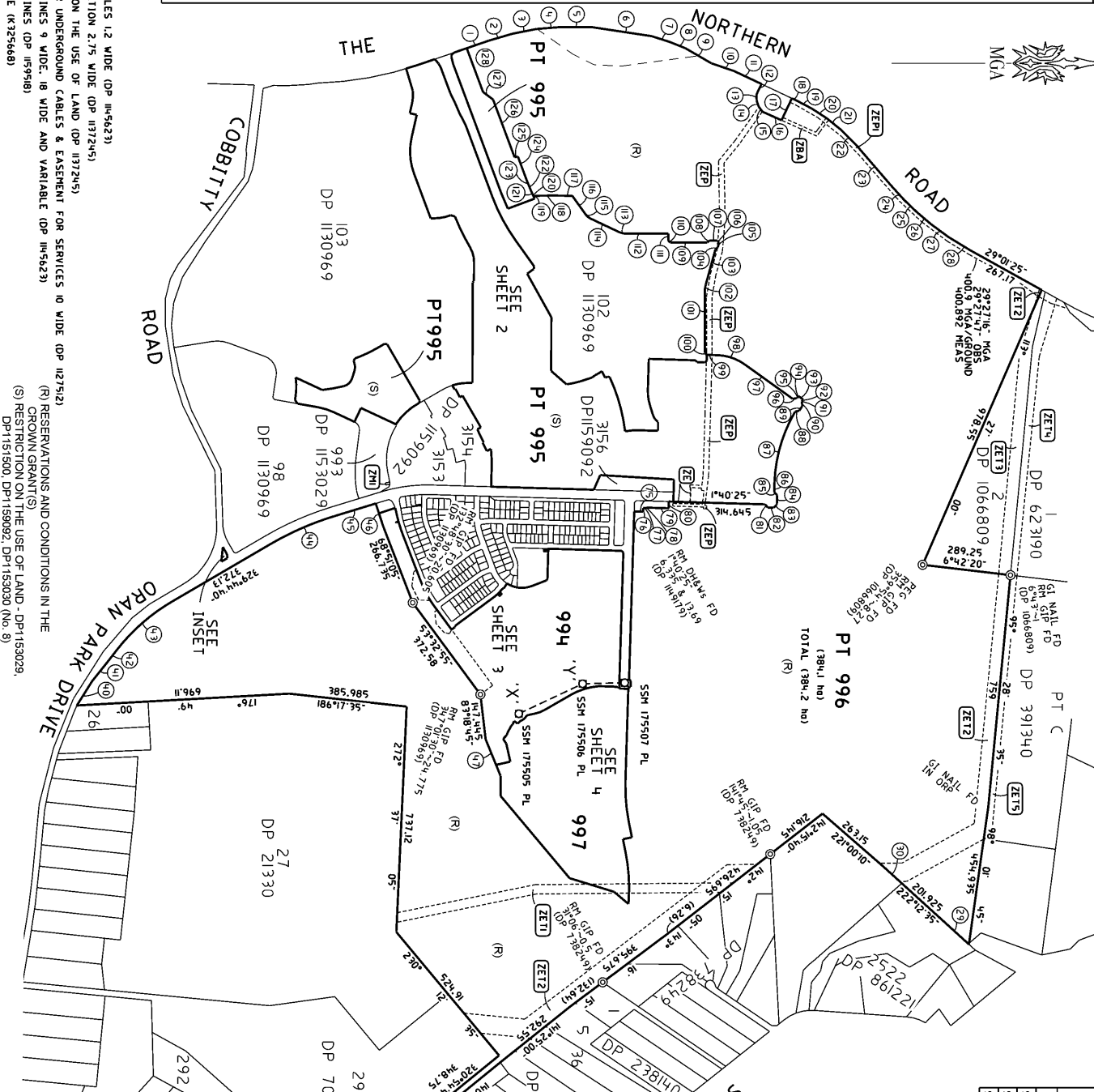
(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 04320 DP  
2008M7100(358) 'ADDITIONAL SHEETS'

\*OFFICE USE ONLY

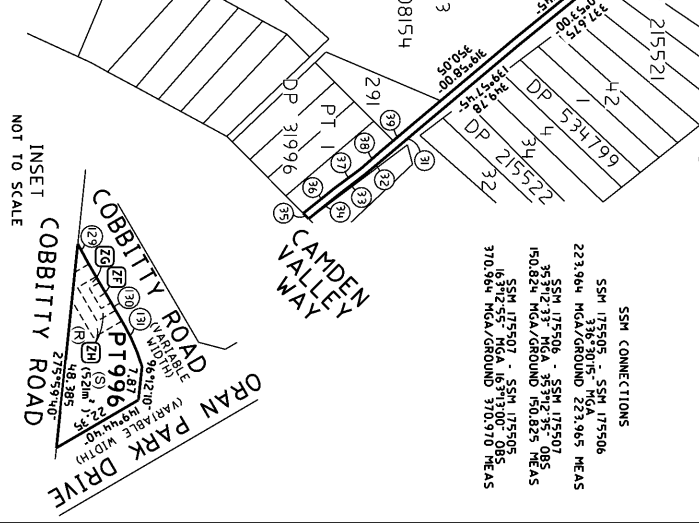
No.	BEARING	CHORD	ARC	RADIUS
-----	---------	-------	-----	--------

1	341°06'05"	76.385		
2	343°34'05"	80.67		
3	348°51'05"	80.67		
4	355°32'05"	78.36		
5	0°17'	104.35		
6	8°34'20"	62.09		
7	17°45'35"	54.67		
8	27°06'20"	46.43		
9	36°52'05"	38.09		
10	46°34'50"	30.53		
11	56°18'35"	23.03		
12	65°54'35"	16.7		
13	75°22'05"	10.94		
14	84°51'05"	6.87		
15	94°20'05"	3.7		
16	103°48'05"	1.9		
17	113°16'05"	1.0		
18	122°44'05"	0.5		
19	132°12'05"	0.25		
20	141°40'05"	0.125		
21	151°08'05"	0.0625		
22	160°36'05"	0.03125		
23	170°04'05"	0.015625		
24	179°32'05"	0.0078125		
25	188°00'05"	0.00390625		
26	196°28'05"	0.001953125		
27	204°56'05"	0.0009765625		
28	213°24'05"	0.00048828125		
29	221°52'05"	0.000244140625		
30	230°20'05"	0.0001220703125		
31	238°48'05"	0.00006103515625		
32	247°16'05"	0.000030517578125		
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34	264°12'05"	0.00000762939453125		
35	272°40'05"	0.000003814697265625		
36	281°08'05"	0.0000019073486328125		
37	289°36'05"	0.00000095367431640625		
38	298°04'05"	0.000000476837158203125		
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41	323°28'05"	0.000000059604644775390625		
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78	635°44'05"	0.0000000000000000004336808690267265625		
79	644°12'05"	0.00000000000000000021684043451336328125		
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81	661°08'05"	0.000000000000000000054210108628337109375		
82	669°36'05"	0.000000000000000000027105054314168546875		
83	678°04'05"	0.000000000000000000013552527157084296875		
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SURVEYING AND SPATIAL INFORMATION REGULATION				
COMBINED SCALE FACTOR 1.000122 (MEAN)				
MARK	EASTING	NORTHING	ZONE (CLASS/BORDER)	SOURCE
SSM 115500	291865.062	623504.2	46 C	3
SSM 115501	291865.159	623524.7	46 C	3
SSM 115502	291865.256	623545.2	46 C	3
SSM 115503	291865.353	623565.7	46 C	3
SSM 115504	291865.450	623586.2	46 C	3
SSM 115505	291865.547	623606.7	46 C	3
SSM 115506	291865.644	623627.2	46 C	3
SSM 115507	291865.741	623647.7	46 C	3
SSM 115508	291865.838	623668.2	46 C	3
SSM 115509	291865.935	623688.7	46 C	3
SSM 115510	291866.032	623709.2	46 C	3

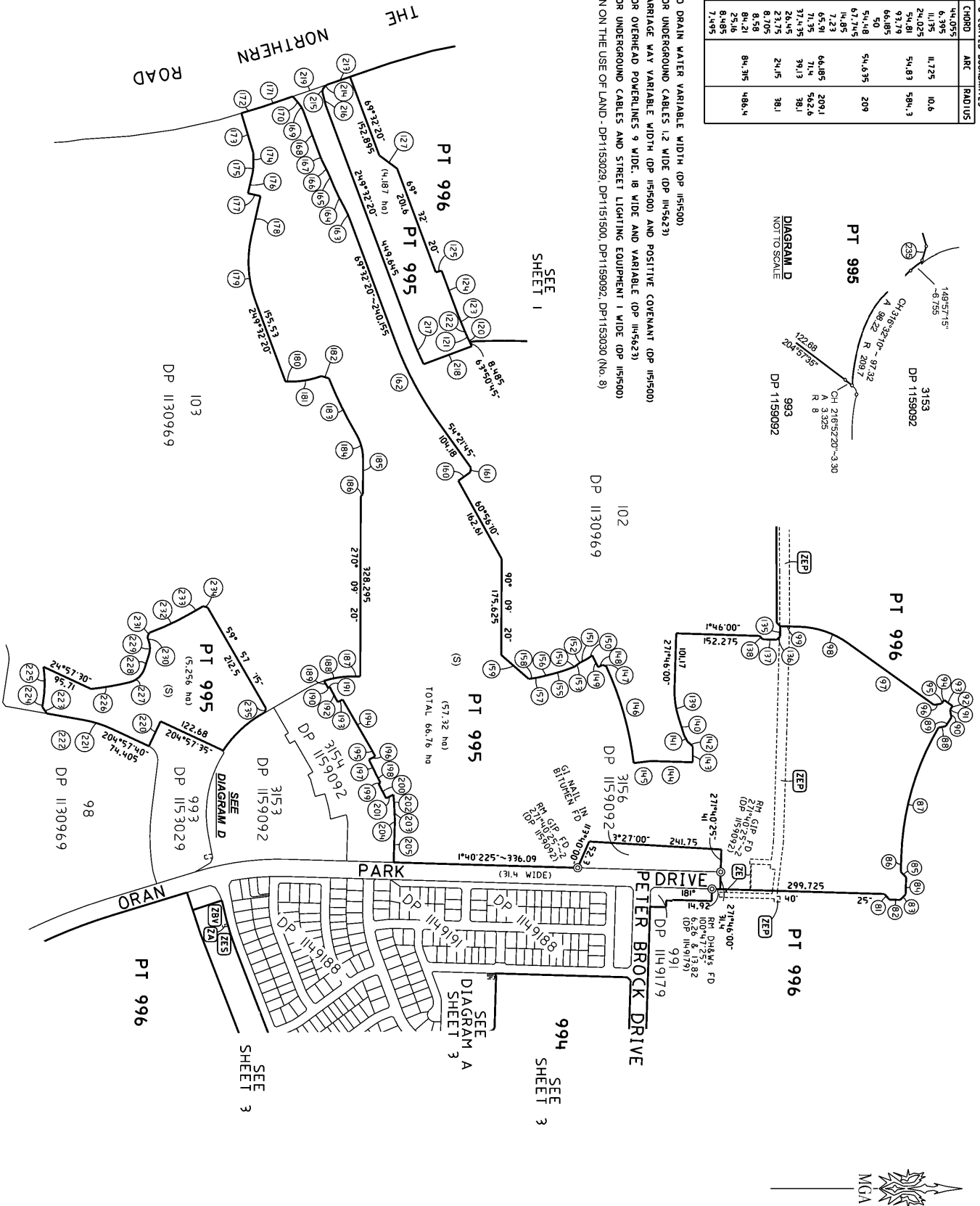
No.	BEARING	CHORD	ARC	RADIUS
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105	287°31'45"	46.88		
106	224°22'40"	1.78		
107	180°28'05"	25.12		
108	139°08'40"	9.57		
109	119°48'40"	121.85		
110	124°48'40"	8.465		
111	124°48'40"	138.97		
112	119°48'40"	21.645		
113	102°31'05"	21.34		
114	205°16'50"	103.74		
115	219°14'05"	21.34		
116	180°42'40"	42.99		
117	179°24'05"	50.8		
118	172°03'	12.505		
119	244°03'35"	5.095		
120	244°03'35"	9.095		
121	244°03'35"	10.635		
122	246°23'40"	28.41		
123	247°30'50"	86.185		
124	249°32'35"	10.39		
125	249°32'35"	20.6		
126	249°32'35"	40.67		
127	249°32'35"	152.895		
128	249°32'35"	9.76		
129	249°32'35"	12.225		
130	249°32'35"	10.885		



- (Z1) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING
- (Z2) EASEMENT FOR UNDERGROUND CABLES 1.2 WIDE (DP 1155623)
- (Z3) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1137245)
- (Z4) RESTRICTION SITE RESTRICTION ON THE USE OF LAND (DP 1137245)
- (Z5) RIGHT OF ACCESS EASEMENT FOR UNDERGROUND CABLES & EASEMENT FOR SERVICES 10 WIDE (DP 1127512)
- (Z6) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE, 18 WIDE AND VARIABLE (DP 1155623)
- (Z7) EASEMENT FOR TRANSMISSION LINE (K1325668)
- (Z8) EASEMENT FOR TRANSMISSION LINE (K1325668)
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SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC
213	340.06.05	44.055	
214	319.30.20	6.395	
215	287.74.915	11.755	10.6
216	256.08.05	24.025	
217	246.51	54.81	58.13
218	159.32.20	93.79	
219	340.06.05	66.885	
220	116.56.25	50	
221	167.28.20	54.48	54.635
222	189.59	67.745	209
223	234.59	14.85	
224	274.59	7.23	
225	350.00.07	65.91	66.885
226	317.06.40	71.95	71.4
227	287.74.915	28.45	38.1
228	287.74.915	28.45	38.1
229	287.74.915	28.45	38.1
230	287.74.915	28.45	38.1
231	287.74.915	28.45	38.1
232	287.74.915	28.45	38.1
233	287.74.915	28.45	38.1
234	287.74.915	28.45	38.1
235	287.74.915	28.45	38.1

SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC
81	454.730	14.13	
82	140.25	19	
83	316.430	14.155	
84	271.46	34.4	
85	226.430	14.13	
86	271.46	28.565	
87	286.09.20	24.3.79	
88	302.42.55	13.575	
89	302.42.55	13.575	
90	302.42.55	13.575	
91	302.42.55	13.575	
92	302.42.55	13.575	
93	302.42.55	13.575	
94	302.42.55	13.575	
95	302.42.55	13.575	
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205	302.42.55	13.575	



Surveyor: PAUL MICHAEL DALY

Date of Survey: 07-12-2010

Surveyor's Ref: 04320789(PDP4)DP (issue c)

PLAN OF

SUBDIVISION OF

LOT 992 IN DP 1149179 &

LOT 3155 IN DP 1159092

L.G.A.: CAMDEN

Locality: ORAN PARK

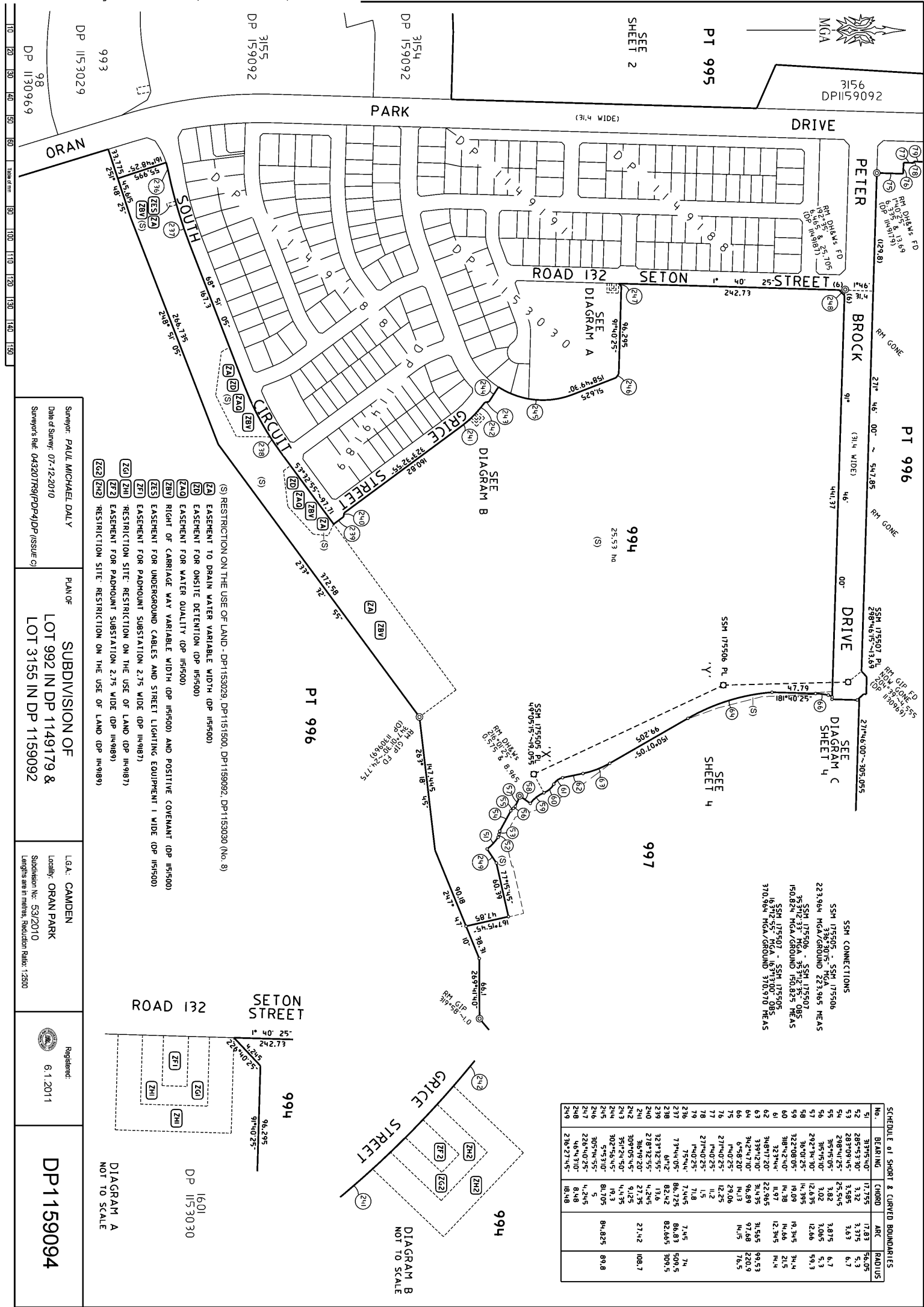
Subdivision No: 53/2010

Lengths are in metres. Reduction Ratio: 1:5000

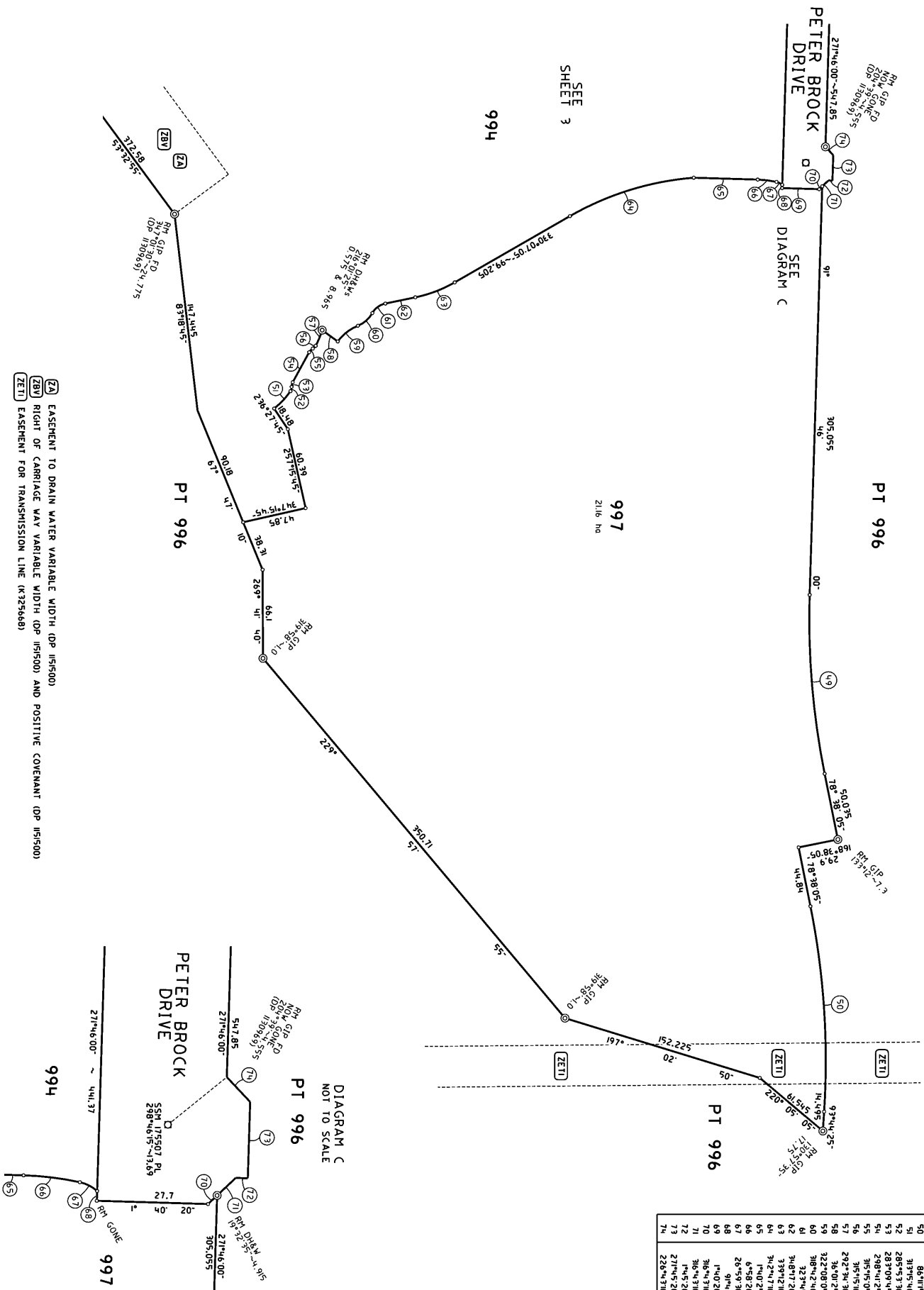
Registered:

6.1.2011

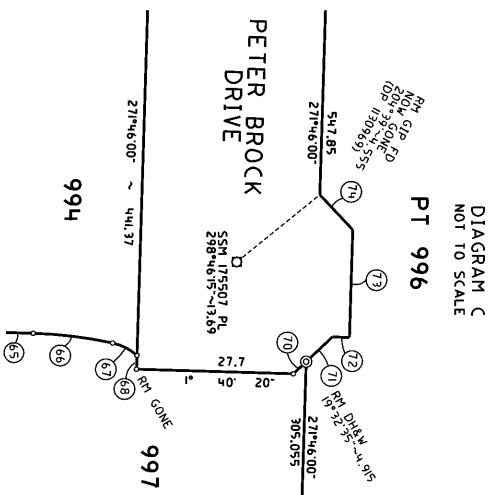
DP1159094



No.	BEARING	(mm)	ARC	RADIUS
51	317x53.30	17.755	17.83	54.05
52	285x53.30	17.352	17.375	53.05
53	283x100.05	3.565	3.63	6.7
54	208x100.05	25.565		
55	305x105.05	3.82	3.875	6.7
56	305x105.05	3.02	3.065	5.3
57	292x105.05	12.635	12.66	59.3
58	36.00x55	14.395		
59	322.00x80.5	19.09	19.345	
60	318x124.00	14.38	14.66	21.5
61	323x94.4	22.995	12.345	
62	316x117.20	11.967		
63	339x12.00	31.455	31.565	99.53
64	342x12.00	96.89	97.68	220.9
65	6x58x20	19.13	19.15	76.5
75	6x100x25	29.66		
76	271x102.5	12.25		
77	271x102.5	11.2		
78	271x102.5	11.5		
79	271x102.5	71.8		
236	75x44	7.445	7.45	50.4
237	73x44x55	86.725	86.83	503.5
238	61x2	82.42	82.665	309.5
239	323x32.55	13.6		
240	278x19.20	4.245		
241	306x16.50	27.35	27.42	108.7
242	300x10.45	9.125		
243	351x24.50	4.135		
244	302x55x10	19.3		
245	56x31.0	81.705	84.825	89.8
246	305x40x55	5		
247	226x40x55	4.245		
248	64x31.0	8.14		
249	236x27.15	18.14		



SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CURVED	ARC	RADIUS
49	85°12'	133.97	134.26	585.8
50	86°11'55"	153.6	154.05	584.3
51	31°15'40"	17.755	17.83	56.05
52	285°53'30"	3.32	3.375	6.7
53	288°04'45"	3.585	3.63	6.7
54	305°15'05"	25.545	3.875	6.7
55	305°15'05"	3.82	3.865	5.3
56	305°15'30"	12.385	12.46	59.3
57	28°40'25"	18.09	18.345	34.4
58	322°08'05"	18.38	18.46	21.5
59	308°42'40"	11.97	12.345	14.4
60	32°34'44"	22.965	31.565	99.53
61	348°17'20"	31.435	97.68	220.9
62	339°12'10"	47.79	14.15	76.5
63	342°47'10"	96.89	4.88	9.5
64	1°40'25"	14.13		
65	6°58'20"	4.83		
66	26°59'30"	2.43		
67	91°46'	27.7		
68	1°40'20"	3.11		
69	306°43'10"	6.37		
70	306°43'10"	3.005		
71	1°45'20"	19.005		
72	271°45'20"	8.48		
73	226°43'10"			



- (2A) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1159500)
- (2BV) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP 1159500) AND POSITIVE COVENANT (DP 1159500)
- (ZET1) EASEMENT FOR TRANSMISSION LINE (K325668)

Surveyor: PAUL MICHAEL DALY	PLAN OF SUBDIVISION OF LOT 992 IN DP 1149179 & LOT 3155 IN DP 1159092	L.G.A.: CAMDEN Locality: ORAN PARK Subdivision No.: 53/2010 Lengths are in metres, Reduction Ratio: 1:2000	Registered: 6.1.2011	DP1159094
Surveyor's Ref: 043207R9(PDP4)DP (ISSUE C)				



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. RESTRICTION ON THE USE OF LAND

Office Use Only

DP1159094

Registered:  6.1.2011

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF  
LOT 992 IN DP 1149179 &  
LOT 3155 IN DP 1159092

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

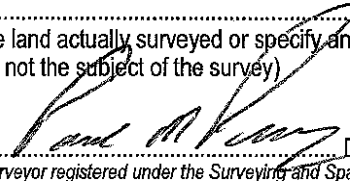
County: CUMBERLAND

Surveying Certificate

I, PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN  
a surveyor registered under the Surveying and Spatial Information Act,  
2002, certify that the survey represented in this plan is accurate, has  
been made in accordance with the Surveying and Spatial Information  
Regulation, 2006 and was completed on: 07-12-2010

The survey relates to  
LOTS 994, 995 & 997 - PT LOT 996 COMPILED

(specify the land actually surveyed or specify any land shown in the  
plan that is not the subject of the survey)

Signature  Dated: 07-12-2010  
Surveyor registered under the Surveying and Spatial  
Information Act 2002

Datum Line: 'X' - 'Y'  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1130969	DP 1151500
DP 1137245	DP 1153029
DP 1145623	DP 1153030
DP 1149179	DP 1159092
DP 1149187	
DP 1149188	
DP 1149191	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 04320TR9(PDP4)DP (ISSUE C)

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....  
Date: .....  
File Number: .....  
Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and  
Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein  
(insert "subdivision" or "new road")

  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: CAMDEN COUNCIL  
Date of Endorsement: 22 DEC 2010  
Accreditation no: .....  
Subdivision Certificate no: 53/2010  
File no: DA1176/2010

\* Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF

SUBDIVISION OF

LOT 992 IN DP 1149179 &  
LOT 3155 IN DP 1159092

Office Use Only

DP1159094

Registered:



6.1.2011

Office Use Only

Subdivision Certificate No: 53/2010

Date of Endorsement: 22 DEC 2010

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature:

*Mark Perich*

Signature:

*Ralph Bruce*

Print Name:

Mark Perich

Print Name:

Ralph Bruce

Office Held

*PoFA Book 4586*  
*No. 836*

Office Held

*PoFA Book 4586 Book 836*  
*Regd 27/03/2010*

Signed by me **MATTHEW JOHN BEGGS**  
as delegate of Landcom and I hereby  
declare that I have no notice of revocation  
of such delegation.

Signature:

*Matthew John Beggs*

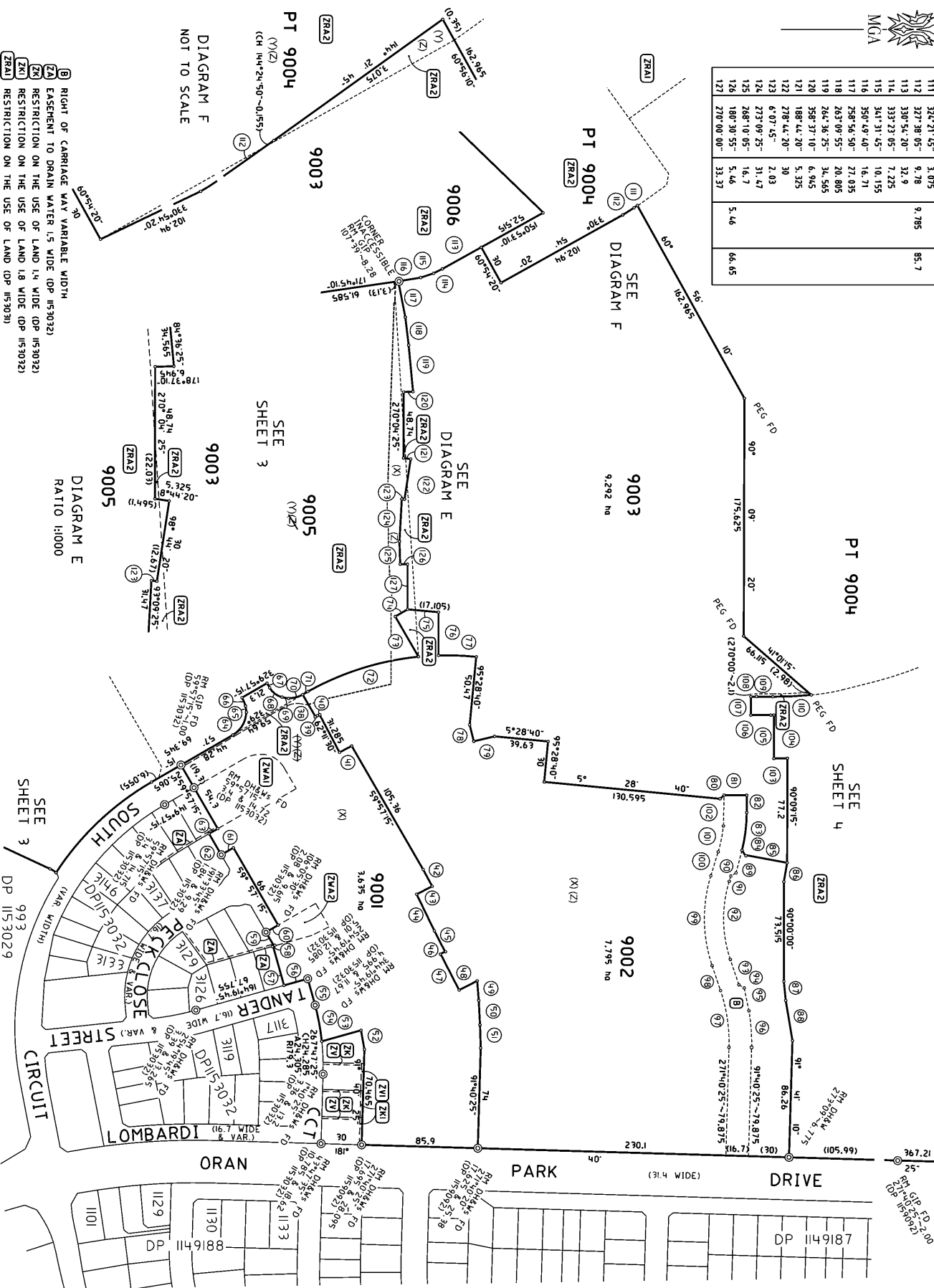
*MB*





SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DISTANCE	RADIUS
110	177°23'50"	28.44	295.5
111	324°21'45"	3.075	9.785
112	327°38'05"	9.78	85.7
113	330°54'20"	32.9	
114	333°23'05"	7.225	
115	341°31'45"	10.155	
116	350°49'40"	16.71	
117	258°56'50"	27.035	
118	263°09'55"	20.805	
119	264°36'25"	34.565	
120	358°37'10"	6.945	
121	188°44'20"	5.325	
122	278°44'20"	30	
123	6°07'45"	2.03	
124	273°09'25"	31.47	
125	268°10'05"	16.7	
126	180°00'55"	5.46	
127	270°00'00"	33.37	
		5.46	66.65

- (Y) RESTRICTION ON THE USE OF LAND (DP1153032)  
(Z) RESTRICTION ON THE USE OF LAND (DP1159094)  
(X) RESTRICTION ON THE USE OF LAND - DP1153029, DP1153030, DP1151500, DP1158092



SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DISTANCE	RADIUS
38	57°57'15"	19.3	
39	327°57'15"	1.5	
40	330°14'20"	1.895	190.9
41	152°11'30"	10.21	
42	61°34'30"	14.15	
43	152°50'10"	12.905	
44	64°08'40"	30.01	
45	62°51'10"	17.3	
46	152°51'10"	3.705	
47	62°50'10"	30.005	
48	152°51'05"	15	
49	85°27'10"	14.56	
50	87°01'40"	17.995	
51	88°14'40"	17.145	
52	259°52'25"	14.355	
53	164°19'45"	30.075	
54	259°34'15"	27.115	
55	254°19'45"	20.3	
56	164°19'45"	18.195	
57	254°19'45"	30	
58	344°19'45"	0.7	
59	239°57'15"	11.8	
60	329°57'15"	10.4	
61	164°57'15"	10.4	
62	239°57'15"	18	
63	329°57'15"	7.4	
64	295°11'15"	22.58	24.03
65	251°40'25"	0.96	10
66	247°26'20"	6.75	25.9
67	59°57'15"	3.935	
68	37°12'50"	11.44	14.8
69	14°28'25"	0.44	
70	357°12'50"	15	15.385
71	349°57'15"	1.5	19.8
72	342°06'55"	88.545	210.2
73	239°57'15"	34.3	
74	329°57'15"	10.525	
75	5°09'55"	22.95	
76	90°00'00"	31.935	27.915
77	2°07'25"	21.895	210.2
78	16°04'25"	12.5	
79	164°43'25"	15.88	
80	137°48'55"	4.04	
81	0°09'15"	16.7	
82	90°00'15"	12.825	28.155
83	97°04'00"	28.09	116.7
84	57°36'45"	4.085	
85	10°30'45"	31.7	
86	99°56'45"	14.2	
87	84°19'30"	15.23	
88	80°28'55"	30	
89	104°53'40"	17.24	
90	140°46'50"	4.48	
91	107°02'55"	4.09	
92	89°11'20"	57.75	58.695
93	71°19'40"	19.7	94.15
94	30°54'20"	4.57	
95	78°12'25"	17.215	
96	85°55'15"	21.56	136.7
97	26°30'05"	42.385	120
98	251°19'40"	19.415	
99	269°11'20"	66.46	108.35
100	287°02'55"	18.47	
101	287°26'45"	19.535	100
102	271°23'45"	22.745	
103	359°09'40"	10	34.1
104	90°09'15"	32	
105	0°04'10"	0.915	300.1
106	0°09'20"	16.175	
107	90°00'00"	13.665	
108	183°50'15"	1.03	
109	180°09'20"	15.195	

DIAGRAM F  
NOT TO SCALE

DIAGRAM E  
RATIO 1:1000

DIAGRAM G  
RATIO 1:1000

DIAGRAM H  
RATIO 1:1000

DIAGRAM I  
RATIO 1:1000

DIAGRAM J  
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DIAGRAM K  
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DIAGRAM L  
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DIAGRAM M  
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DIAGRAM N  
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DIAGRAM O  
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DIAGRAM P  
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DIAGRAM Q  
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DIAGRAM S  
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DIAGRAM T  
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DIAGRAM U  
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DIAGRAM V  
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DIAGRAM W  
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DIAGRAM X  
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DIAGRAM Y  
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DIAGRAM Z  
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DIAGRAM AA  
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DIAGRAM AN  
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DIAGRAM BX  
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DIAGRAM BY  
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DIAGRAM BZ  
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DIAGRAM CA  
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DIAGRAM CB  
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DIAGRAM CC  
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DIAGRAM CD  
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DIAGRAM CK  
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DIAGRAM CO  
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DIAGRAM CQ  
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DIAGRAM CR  
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DIAGRAM CS  
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DIAGRAM CT  
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DIAGRAM CU  
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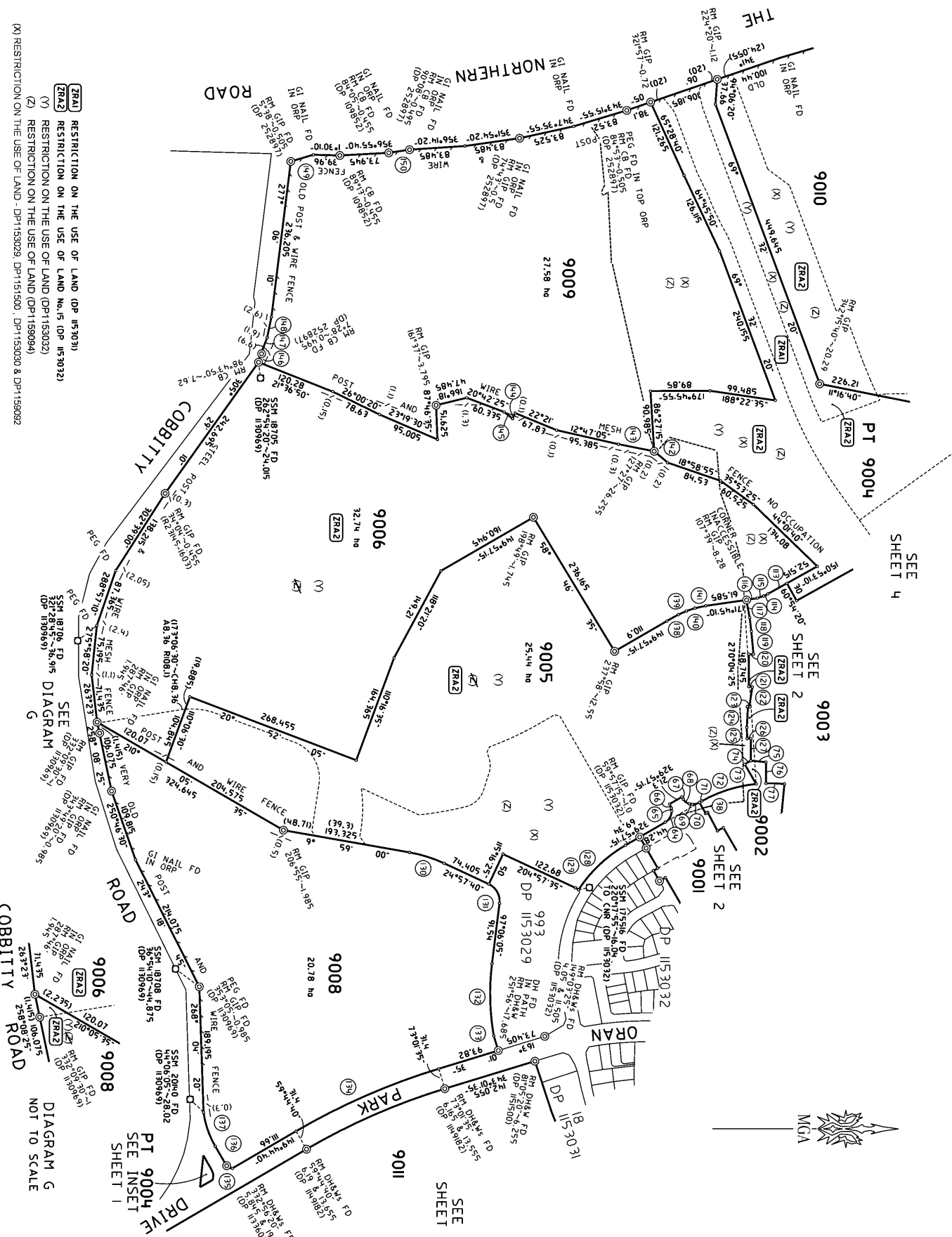
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RATIO 1:1000

DIAGRAM CW  
RATIO 1:1000

DIAGRAM CX  
RATIO 1:1000

DIAGRAM CY  
RATIO 1:1000

DIAGRAM CZ  
RATIO 1:1000



SCHEMATIC OF SHORT & CURVED BOUNDARIES					
No.	BEARING	DISTANCE	ARC	RADIUS	
38	59°57'15"	19.3			
64	295°11'15"	22.58	24.03	19.8	
65	257°40'25"	0.96	0.96	1.0	
66	247°26'20"	6.77	6.77	25.9	
67	59°57'15"	3.935			
68	37°12'50"	11.44	11.75	14.8	
69	142°28'25"	0.44			
70	352°12'50"	15	15.085	19.8	
71	329°57'15"	1.5			
72	342°06'55"	88.565	89.235	210.2	
73	239°57'15"	34.3			
74	329°57'15"	10.525			
75	5°09'55"	22.95			
76	90°00'00"	31.935			
77	2°07'25"	21.895			
113	330°54'20"	32.9			
114	337°23'05"	7.225			
115	347°31'45"	10.155			
116	350°46'40"	16.71			
117	258°56'50"	27.035			
118	263°09'55"	20.805			
119	264°36'25"	34.565			
120	356°37'10"	6.915			
121	188°44'20"	5.325			
122	278°44'20"	30			
123	6°07'45"	2.03			
124	273°09'25"	31.47			
125	268°10'05"	16.7			
126	180°30'55"	5.46	5.46	66.65	
127	270°00'00"	33.37			
128	136°32'10"	97.32	98.22	208.7	
129	216°52'20"	3.3	3.375	8	
130	197°28'20"	54.48	54.635	209	
131	61°01'50"	33.205	35.505	28.2	
132	88°33'45"	108.88	109.285	366.62	
133	73°06'20"	23.075			
134	156°22'05"	224.92	235.45	1015.7	
135	194°44'40"	36.775			
136	239°44'40"	36.775			
137	250°58'55"	54.205	54.55	139.06	
138	157°04'10"	13.41			
139	161°33'35"	13.395			
140	167°44'20"	16.915			
141	177°45'10"	61.585			
142	39°47'25"	26.85			
143	11°14'35"	55.005			
144	115°10'10"	9.2			
145	38°08'45"	16.195			
146	282°26'30"	7.655			
147	290°54'30"	31.785			
148	281°43'50"	31.735			
149	343°30'40"	35.39			
150	351°22'45"	31.68			

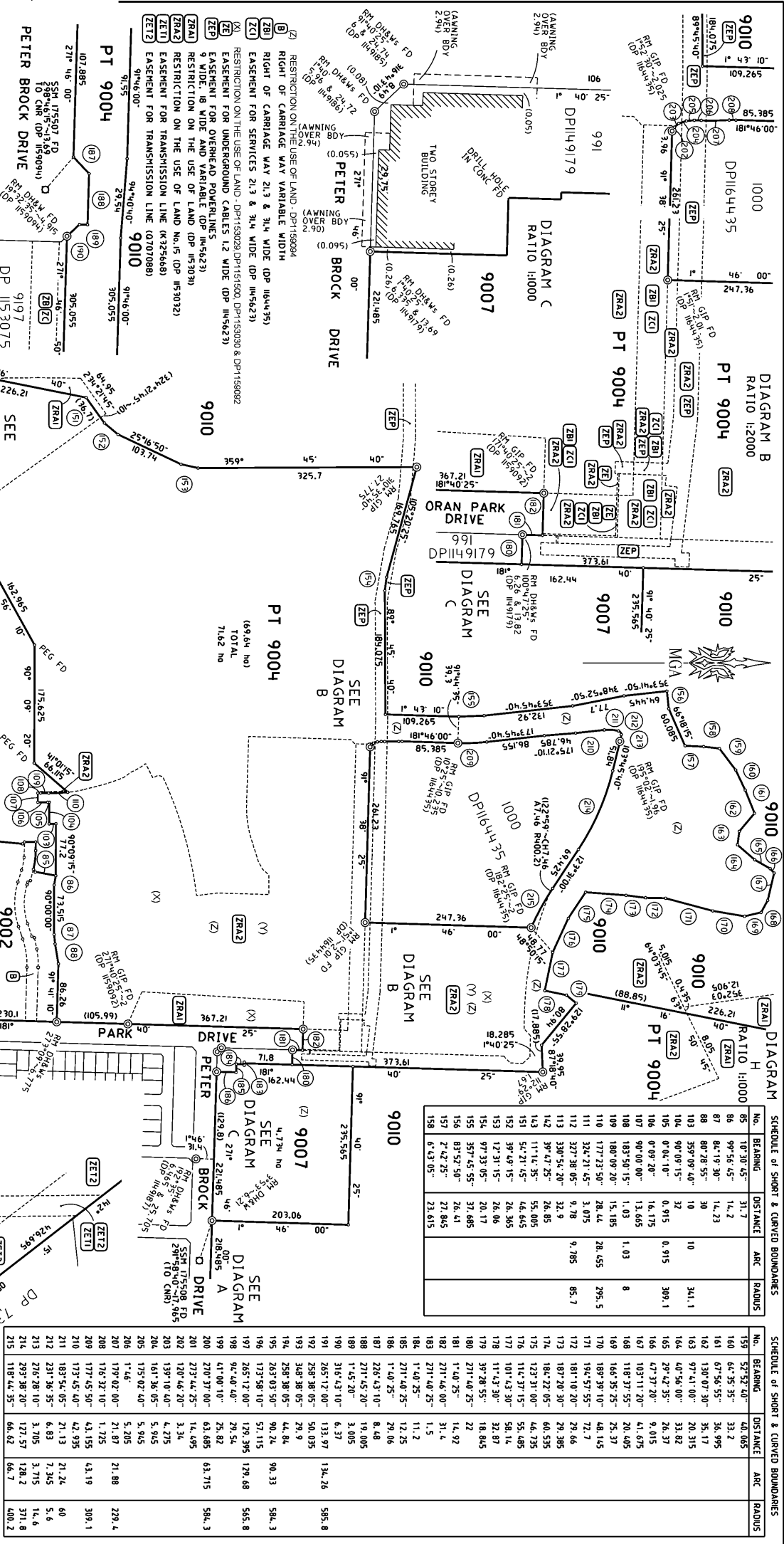
Surveyor: PAUL MICHAEL DALY  
Date of Survey: 28-10-2011  
Surveyor's Ref: 04320(PDP)DP (ISSUE B)

PLAN OF SUBDIVISION OF LOTS 98 & 102 IN DP 1130969, LOTS 3100 & 3154 IN DP 1153032, LOT 3156 IN DP 1159092, LOTS 998 & 999 IN DP 1164435

L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 50 of 2011  
Lengths are in metres. Reduction Ratio: 1:4000

Registered: 22-12-2011

DP1169698



Surveyor: **PAUL MICHAEL DALY**  
Date of Survey: **28-10-2011**  
Surveyor's Ref: **04320(PDP5)DP**

**SUBDIVISION OF**  
PLAN OF  
LOTS 98 & 102 IN DP 1130969,  
LOTS 3100 & 3154 IN DP 1153032,  
LOT 3156 IN DP 1159092,  
LOTS 998 & 999 IN DP 1164435

L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 50 of 2011  
Lengths are in metres, Reduction Ratio: 1:4000

Registered:  
22-12-2011

DP1169698

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves, drainage reserves or create easements, restrictions on the use of land and positive covenants.

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

1. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B)
2. RESTRICTION ON THE USE OF LAND

Office Use Only

## DP1169698

Registered: 22-12-2011



Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF**  
 LOTS 98 & 102 IN DP 1130969,  
 LOTS 3100 & 3154 IN DP 1153032,  
 LOT 3156 IN DP 1159092,  
 LOTS 998 & 999 IN DP 1164435

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

### Survey Certificate

I, PAUL MICHAEL DALY  
 of JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELLTOWN  
 a surveyor registered under the Surveying and Spatial Information Act,  
 2002, certify that the survey represented in this plan is accurate, has  
 been made in accordance with the Surveying and Spatial Information  
 Regulation, 2006 and was completed on: 28-10-2011

The survey relates to  
LOTS 9001 TO 9011

PART LOTS 9010 & 9011 COMPILED  
 (specify the land actually surveyed or specify any land shown in the  
 plan that is not the subject of the survey)

Signature [Signature] Dated: 28-10-2011  
 Surveyor registered under the Surveying and Spatial  
 Information Act 2002

Datum Line: 'X'-'Y'  
 Type: Urban/Rural

### Plans used in the preparation of survey/compilation

DP 109852	DP 1149185	DP 1159094
DP 252897	DP 1149186	DP 1164435
DP 738249	DP 1149187	R23145-1603
DP 1130969	DP 1151500	
DP 1133602	DP 1153032	
DP 1149179	DP 1153075	
DP 1149182	DP 1159092	

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 04320(PDP5)DP (ISSUE A)

If space is insufficient use PLAN FORM 6A annexure sheet

### Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

### Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and  
 Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein  
 (insert 'subdivision' or 'new road')

JD Surin

\* Authorised Person/~~General Manager~~/Accredited Certifier

Consent Authority: Camden Council  
 Date of Endorsement: 16th November 2011  
 Accreditation no: .....  
 Subdivision Certificate no: 50 of 2011  
 File no: DA1061/2011

\* Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF  
LOTS 98 & 102 IN DP 1130969,  
LOTS 3100 & 3154 IN DP 1153032,  
LOT 3156 IN DP 1159092,  
LOTS 998 & 999 IN DP 1164435

Office Use Only

DP1169698

Registered:



22-12-2011

Office Use Only

Subdivision Certificate No: 50 of 2011

Date of Endorsement: 16<sup>th</sup> November 2011

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature:

Signature:

Print Name:

JOE BODA  
FOR LEPPINGTON PASTORAL COMPANY  
P of A: BOOK 4586 NO. 836  
Reg'd: 23<sup>rd</sup> MARCH 2010

Print Name:

Ralph Bruce  
for Leppington Pastoral Company  
P of A: Book 4586 No.836  
Reg'd: 23<sup>rd</sup> Mar 2010

Office Held

Office Held

Signed by me MATTHEW BERGS  
as delegate of Landcom and I hereby  
declare that I have no notice of revocation  
of such delegation.

Signature:



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF  
LOTS 98 & 102 IN DP 1130969,  
LOTS 3100 & 3154 IN DP 1153032,  
LOT 3156 IN DP 1159092,  
LOTS 998 & 999 IN DP 1164435

Office Use Only

DP1169698

Registered:



22-12-2011

Office Use Only

Subdivision Certificate No: 50 of 2011

Date of Endorsement: 16<sup>th</sup> November 2011

Westpac Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 332

By: RUMANA HABIB

I certify that the Attorney for the Mortgage, with  
whom I am personally acquainted or as to  
whose identity I am otherwise satisfied, signed  
this: 21/11/2011 in my presence.

Signature of Witness:

Name of Witness:

NIVI PUNJA

Address of Witness:

BANK OFFICER  
NSW SERVICE CENTRE  
1 KING ST. CONCORD WEST

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

Lengths are in metres

(Sheet 1 of 2 Sheets)



**DP1130969 B**

Plan of Subdivision of **32/2008**  
Lots 4 & 5 in D.P.252897,  
Lot 1 in D.P.354258 and Lot 98 in D.P.

Full name and address of the owner of the land:

Leppington Pastoral Company Pty  
Ltd  
1755 The Northern Road  
BRINGELLY NSW 2171

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land	Each lot	Camden Council

**Part 2 (Terms)**

**Terms of restriction numbered 1 in the plan.**

No further development or works are permitted on any lot hereby burdened without development consent from Camden Council.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction firstly referred to in the abovementioned plan.

**CAMDEN COUNCIL**

Approved by the Council of Camden

.....*C. J. M. Ayle*.....  
General Manager/Authorised Person

DP1130969

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

Lengths are in metres

(Sheet 2 of 2 Sheets)

Plan:

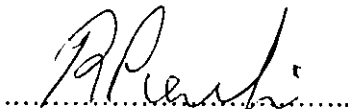
Plan of Subdivision of 32/2008  
Lots 4 & 5 in D.P.252897,  
Lot 1 in D.P.354258 and Lot 98 in D.P.

Tony Perich  
director



PART 2 (CONTINUED)

Owners Signature



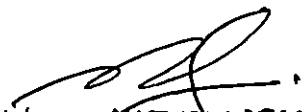
Executed by leppington R. Perich - director  
Pastoral Pty Ltd (ACN:000420404) under s.124  
of the Corporations Act 2001.

Name of Witness: .....

Address of Witness: .....

.....

Signature of Witness: .....



Signed by me MATTHEW BEAKS as  
delegate of Landcom and I hereby  
certify that I have no notice of  
revocation of such delegation.

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 Conveyancing Act 1919, as amended**

(Sheet 1 of 2 Sheets)

Plan: **DP1159094**

Plan of Subdivision of Lot 992 in DP 1149179 &  
Lot 3155 in DP 1159092  
covered by Subdivision Certificate No. **53/2010**

Full name and address of  
the owner of the land

Leppington Pastoral Company Pty Ltd  
1675 The Northern Road  
BRINGELLY NSW 2556

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the Use of Land	Each lot	Camden Council

**PART 2 (Terms)**

**Terms of restriction numbered 1 in the plan.**

No further development or works shall be permitted on the lot hereby burdened without development consent.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 1 in the plan.

**CAMDEN COUNCIL**

Approved by the Council of Camden

.....  
General Manager/ Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

Plan: **DP1159094**

Plan of Subdivision of Lot 992 in DP 1149179 &  
Lot 3155 in DP 1159092  
covered by Subdivision Certificate No. **52/2010**

**PART 2 (Terms)(Continued)**

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature: ..... *Mark Perich* .....

Print Name: ..... **Mark Perich** .....

Office Held: P of A 4586 No.836

Signature: ..... *Ralph Bruce* .....

Print Name: ..... **Ralph Bruce** .....

Office Held: P of A 4586 No.836

Signed by me **MATTHEW JOHN BEGGS**  
as delegate of Landcom and I hereby  
certify that I have no notice of revocation  
of such delegation.

Signature: ..... *Matthew John Beggs* .....

REGISTERED



6.1.2011

*CM*

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

ePlan

(Sheet 1 of 2 Sheets)

Plan: **DP1169698**

Subdivision of Lots 98 & 102 in DP1130969,  
Lots 3100 & 3154 in DP1153032,  
Lot 3156 in DP 1159092,  
Lots 998 & 999 in DP1164435  
covered by Subdivision Certificate No. *50 of 2011*

Full name and address of  
the owner of the land

Leppington Pastoral Company Pty Ltd  
1675 The Northern Road  
BRINGELLY NSW 2556

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriage Way variable width (B)	9002	9003
2	Restriction on the Use of Land	Each lot	Camden Council

**PART 2 (Terms)**

**Terms of easement numbered 1 in the plan.**

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

**THE REGISTERED PROPRIETOR OF THE BENEFITING LOT**

**Terms of restriction numbered 2 in the plan.**

No further development or works are permitted on the proposed lot without development consent.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 2 in the plan.

**CAMDEN COUNCIL**

Approved by the Council of Camden

.....*JD Swan*.....  
General Manager/Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

Plan: **DP1169698**

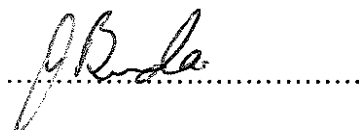
Subdivision of Lots 98 & 102 in DP1130969,  
Lots 3100 & 3154 in DP1153032,  
Lot 3156 in DP 1159092,  
Lots 998 & 999 in DP1164435  
covered by Subdivision Certificate No. 50 of 2011

**PART 2 (Terms)(Continued)**

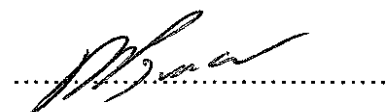
Signed by Leppington Pastoral Company Pty Ltd

ACN 000420404

Signature:



Signature:



Print Name:

JOE BUDA  
FOR LEPPINGTON PASTORAL COMPANY  
P of A: BOOK 4586 NO. 836  
REG'D: 23RD MAR 2010

Print Name:

Ralph Bruce  
for Leppington Pastoral Company  
P of A: Book 4586 No.836  
Reg'd: 23rd Mar 2010

Office Held:

Office Held:

Signed by me **MATTHEW BEGGS**  
as delegate of Landcom and I hereby  
certify that I have no notice of revocation  
of such delegation.

Signature: 

  
Westpac Banking Corporation

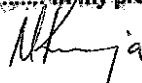
ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 332

By: **RUMANA HABIB**

I certify that the Attorney for the Mortgage, with  
whom I am personally acquainted or as to  
whose identity I am otherwise satisfied, signed  
this 21/11/2011 in my presence.

Signature of Witness:



Name of Witness:

**NIVI PUNJA**

Address of Witness:

BANK OFFICER  
NSW SERVICE CENTRE  
1 KING ST. CONCORD WEST

REGISTERED



22-12-2011

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 Conveyancing Act 1919, as amended**

(Sheet 1 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753  
 and Lot 2254 in DP1205513 and  
 Easement Affecting Lot 9064 in DP1219771  
 covered by  
 Subdivision Certificate No. **14-2014-994-1**  
 Dated 15.02.2017

Full name and address of  
 the owner of the land

Leppington Pastoral Company Pty Ltd  
 1675 The Northern Road  
 BRINGELLY NSW 2556

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	601	602, 603, 604, 605, 606, 607, 608
		602	603, 604, 605, 606, 607, 608
		603	604, 605, 606, 607, 608
		604	605, 606, 607, 608
		605	606, 607, 608
		606	607, 608
		608	607
		610	609
		619	620, 621, 622
		620	621, 622
		621	622
		624	623
		625	623, 624
		626	623, 624, 625
		630	619, 620, 621, 622
		631	619, 620, 621, 622
		633	634, 635, 636, 637
		634	635, 636, 637
		635	636, 637
		636	637
		639	638
		640	633, 634, 635, 636, 637
		641	633, 634, 635, 636, 637, 638, 639, 640
		644	664, 665, 666, 667, 668, 669, 670, 671
		652	656, 657, 659, 660, 661, 662, 663
		657	656
		659	656, 657

**Council Authorised Person**

Surveyors Ref: 04320T10(S4)DP Issue G

initial by registered proprietor.....

*M M O*



ePlan  
 (Sheet 2 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
 Lot 2254 in DP1205513 and  
 Easement Affecting Lot 9064 in DP1219771  
 covered by  
 Subdivision Certificate No. **14.2014.994.1**  
 Dated 15.02.2017

**PART 1 (Creation)(Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	660 661 662 663  665 666 667 668 669 670  671	656, 657, 659 656, 657, 659, 660 656, 657, 659, 660, 661 656, 657, 659, 660, 661, 662 664 664, 665 664, 665, 666 664, 665, 666, 667 664, 665, 666, 667, 668 664, 665, 666, 667, 668, 669 664, 665, 666, 667, 668, 669, 670
2	Easement for Support and Maintenance 0.9 wide (L1)	608 609 616 617	609 608 617 616
3	Easement for Support and Maintenance 0.9 wide (L2)	615 616	616 615
4	Easement for Underground Cables 1 wide (E)	674, Lot 9064 in DP1219771	Endeavour Energy
5	Easement for Padmount Substation 2.75 wide (F)	632, 658	Endeavour Energy
6	Restriction on the Use of Land (G)(H)	Part of each of the lots: 632, 634, 658, 659 designated G and H on the plan	Endeavour Energy
7	Restriction on the Use of Land	Each lot except 674, 675	Every other lot except 674, 675
8	Restriction on the Use of Land	Each lot except 674, 675	Every other lot except 674, 675
9	Restriction on the Use of Land	Each lot except 674, 675	Camden Council
10	Restriction on the Use of Land	638, 639	Camden Council
11	Restriction on the Use of Land	601	Camden Council

  
 Council Authorised Person

ePlan  
 (Sheet 3 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
 Lot 2254 in DP1205513 and  
 Easement Affecting Lot 9064 in DP1219771  
 covered by  
 Subdivision Certificate No. **14. 2014.994.1**  
 Dated 15.02.2017

**PART 1 (Creation) (Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
12	Restriction on the Use of Land	601, 616, 617, 618, 630, 631, 632, 633, 638, 639, 640, 641, 642, 643, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673	Camden Council
13	Restriction on the Use of Land	601, 616 to 618 inclusive, 630 to 633 inclusive, 638 to 643 inclusive, 658 to 673 inclusive	Camden Council
14	Restriction on the Use of Land	637, 638, 641, 658, 673	Camden Council
15	Restriction on the Use of Land	601, 616, 617, 618, 624 to 653 inclusive, 658 to 673 inclusive	Camden Council
16	Restriction on the Use of Land 1.8 wide (K)	Part of each of the lots: 611, 612, 613, 614, 615 designated K on the plan	Camden Council
17	Positive Covenant 1.8 wide (V)	Part of each of the lots: 611, 612, 613, 614, 615 designated V on the plan	Camden Council

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Part of Easement for Underground Cables 1.5 wide (Created by DP1194650) designated ZER on the plan	Lot 200 in DP1201753	Endeavour Energy

ePlan  
(Sheet 4 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
Lot 2254 in DP1205513 and  
Easement Affecting Lot 9064 in DP1219771  
covered by  
Subdivision Certificate No. **14.2014.994.1**  
Dated 15.02.2017

**PART 1A (Release)(Continued)**

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
2	Part of Easement for Services variable width (Created by DP1211224) designated ZCR on the plan	Lot 200 in DP1201753	Lot 97 in DP1127512
3	Part of Right of Carriage Way 3 wide and variable width (created by DP1225752) designated ZB2R on the plan	Lot 2254 in DP1205513	Lot 9071 in DP1225752

**PART 2 (Terms)**

**Terms of easement numbered 1 in the plan.**

Notwithstanding the terms of easements to drain water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919, no alteration to surface levels of the site of the easement shall be permitted without the written consent of Camden Council being firstly obtained.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

**CAMDEN COUNCIL**

**Terms of easement numbered 2 in the plan.**

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated 'L1' on the plan, existing at the time of registration of this plan, supported PROVIDED THAT the registered proprietors of the lots hereby burdened, or their assigns, must:-

- maintain the retaining wall and any associated fencing within, on or over the area designated 'L1' on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.
- ensure that no alteration to the type, size or location of the retaining wall within, on or over the area designated 'L1' on the plan, shall be permitted without the prior written consent of Camden Council.
- ensure that no structure shall be permitted to be constructed within on or over the area designated 'L1' on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- ensure that no person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated 'L1' on the plan without the prior written consent of Camden Council.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 2 in the plan.

**CAMDEN COUNCIL**

  
.....  
**Council Authorised Person**

ePlan  
(Sheet 5 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
Lot 2254 in DP1205513 and  
Easement Affecting Lot 9064 in DP1219771  
covered by  
Subdivision Certificate No. 14.2014.994.1  
Dated 15.02.2017

**PART 2 (Terms)(Continued)**

**Terms of easement numbered 3 in the plan.**

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated 'L2' on the plan, existing at the time of registration of this plan, supported PROVIDED THAT the registered proprietors of the lots hereby burdened, or their assigns, must:-

- (a) maintain the retaining wall and any associated fencing within, on or over the area designated 'L2' on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.
- (b) ensure that no alteration to the type, size or location of the retaining wall within, on or over the area designated 'L2' on the plan, shall be permitted without the prior written consent of Camden Council.
- (c) ensure that no structure shall be permitted to be constructed within on or over the area designated 'L2' on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (d) ensure that no person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated 'L2' on the plan without the prior written consent of Camden Council.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 3 in the plan.

**CAMDEN COUNCIL**

**Terms of easement numbered 4 in the plan.**

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 4 in the plan.

**ENDEAVOUR ENERGY**

**Terms of easement numbered 5 in the plan.**

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 5 in the plan.

**ENDEAVOUR ENERGY**

**Terms of restriction numbered 6 in the plan.**

**1.0 Definitions:**

- 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

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**Council Authorised Person**

ePlan  
(Sheet 6 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
Lot 2254 in DP1205513 and  
Easement Affecting Lot 9064 in DP1219771  
covered by  
Subdivision Certificate No. 14,2014,994.1  
Dated 15.02.2017

**PART 2 (Terms)(Continued)**

- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No building shall be erected or permitted to remain within the restriction site designated (G) on the above plan unless:
  - 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
  - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
  - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site designated (H) on the above plan.
- 5.0 Lessee of Endeavour Energy's Distribution System
  - 5.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner 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.
  - 5.2 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.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 6 in the plan.

**ENDEAVOUR ENERGY**

.....  
**Council Authorised Person**

ePlan  
(Sheet 7 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
Lot 2254 in DP1205513 and  
Easement Affecting Lot 9064 in DP1219771  
covered by  
Subdivision Certificate No. **14.2014.994.1**  
Dated 15.02.2017

**PART 2 (Terms)(Continued)**

**Terms of restriction numbered 7 in the plan.**

No development shall occur on any lot hereby burdened unless such development is in accordance with the Oran Park Housing Guidelines 2010 Version 1.

NAME OF PERSON having the power to release, vary or modify the terms of the restriction numbered 7 in the plan.

**GREENFIELDS DEVELOPMENT COMPANY**

**Terms of restriction numbered 8 in the plan.**

(a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Leppington Pastoral Company Pty Ltd without the written consent of Leppington Pastoral Company Pty Ltd or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Leppington Pastoral Company Pty Ltd or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Leppington Pastoral Company Pty Ltd or its successors other than purchasers on sale.

(b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Greenfields Development Company or its successors.

NAME OF PERSON having the power to release, vary or modify the terms of the restriction numbered 8 in the plan.

**GREENFIELDS DEVELOPMENT COMPANY**

**Terms of restriction numbered 9 in the plan.**

No development shall be permitted on the lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land are carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan/s titled "Salinity Investigation and Management Plan Tranche 21 Oran Park, Prepared by Douglas Partners, Project 34272.06-8, Dated 11 November 2013." and "Salinity Investigation and Management Plan Tranche 10 Stage 2 Oran Park, Prepared by Douglas Partners, Project 34272.06-6, Dated 25 June 2014." and "Salinity Investigation and Management Plan Northern Portion of Tranche 10 Stage 4 Oran Park, Prepared by Douglas Partners, Project 76618.06-2, Dated 18 July 2014."

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 9 in the plan.

**CAMDEN COUNCIL**

  
.....  
**Council Authorised Person**

ePlan  
(Sheet 8 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
Lot 2254 in DP1205513 and  
Easement Affecting Lot 9064 in DP1219771  
covered by  
Subdivision Certificate No. 14.2014.994.1  
Dated 15.02.2017

**PART 2 (Terms)(Continued)**

**Terms of restriction numbered 10 in the plan.**

The mobile garbage bins (MGB) associated with residential development shall not be placed in any other location than adjacent to the kerb within the area marked BP1-BP2 on the plan of subdivision, for garbage removal by Council, and shall not be allowed to remain there for any longer than is practicable.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 10 in the plan.

**CAMDEN COUNCIL**

**Terms of restriction numbered 11 in the plan.**

No vehicular access shall be permitted to or from the lot burdened, by way of those parts of the boundary designated M-N on the plan

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 11 in the plan.

**CAMDEN COUNCIL**

**Terms of restriction numbered 12 in the plan.**

No dwelling shall be permitted to remain on the lots burdened unless a 1.8 metres high acoustic rated fence is constructed between the burdened lot and the following lots.

• With regard to:

Lot 601	Lot 616
Lot 616	Lot 617 and 601
Lot 617	Lot 616
Lot 618	Lot 630
Lot 630	Lots 618 and 631
Lot 631	Lot 630
Lot 632	Lot 633

• With regard to:

Lot 633	Lots 632 and 640
Lot 638	Lot 639
Lot 639	Lot 638
Lot 640	Lots 633 and 641
Lot 641	Lot 640
Lot 642	Lot 643
Lot 643	Lot 642 and 672
Lot 659	Lot 660
Lot 660	Lot 659
Lot 661	Lot 662
Lot 662	Lots 661 and 663
Lot 663	Lots 662 and 664
Lot 664	Lots 663 and 665
Lot 665	Lots 664 and 666
Lot 666	Lots 665 and 667
Lot 667	Lots 666 and 668
Lot 668	Lots 667 and 669

  
.....  
**Council Authorised Person**

ePlan  
(Sheet 9 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
Lot 2254 in DP1205513 and  
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Dated 15.02.2017

**PART 2 (Terms)(Continued)**

Lot 669	Lots 668 and 670
Lot 670	Lots 669 and 671
Lot 671	Lots 670
Lot 672	Lots 643 and 673
Lot 673	Lot 672

The fences should be located similar to "Figure 2 – Fence Locations" and consistent with the plan "Fig no TD029-39P03(R0)", identified in the "Oran Park Town Tranche 10 Stage 4: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-39F01(r1) T10S4 Road Traffic Noise Assessment, Dated 17 October 2014."

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 12 in the plan.

**CAMDEN COUNCIL**

**Terms of restriction numbered 13 in the plan.**

- (a) No dwelling shall be constructed or be permitted to be constructed on the lots burdened unless the dwelling design and footprint is consistent with "Appendix B Noise Modelling Results" and plans "Fig no TD029-39P01(R0)", identified in the "Oran Park Town Tranche 10 Stage 4: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-39F01(r1) T10S4 Road Traffic Noise Assessment, Dated 17 October 2014." Compliance with the above is to be demonstrated for each dwelling application.
- (b) The dwelling layout is recommended to be consistent with "Section 6.1 Building Layout" contained within the "Oran Park Town Tranche 10 Stage 4: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-39F01(r1) T10S4 Road Traffic Noise Assessment, Dated 17 October 2014." For the above lots, the internal noise levels contained within the current Oran Park DCP must be achieved for each dwelling.
- (c) Construction requirements and window and door treatments are consistent with "Section 6- Noise Control Treatment Recommendations" and "Table 8 and Table 9 – Acoustic Construction for Treatment Categories ISEPP" contained within the "Oran Park Town Tranche 10 Stage 4: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-39F01(r1) T10S4 Road Traffic Noise Assessment, Dated 17 October 2014." Compliance with the above is to be demonstrated for each dwelling application.
- (d) The provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) is provided to habitable rooms on these facades. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required. Compliance with the above is to be demonstrated for each dwelling application.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 13 in the plan.

**CAMDEN COUNCIL**

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**Council Authorised Person**



ePlan  
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Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
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Subdivision Certificate No. **14. 2014. 994.1**  
Dated 15.02.2017

**PART 2 (Terms)(Continued)**

**Terms of restriction numbered 14 in the plan.**

No building shall be constructed or permitted to be constructed on the lots burdened unless a 1.8 metres high acoustic rated boundary fence is constructed on part of the western boundary for Lot 637 and Lot 638 (and also between the residential dwelling on Lots 637 and 638), also on the north and western boundaries for Lot 641 and for Lot 658, and on the southern and western boundary of Lot 673. The fences should be located consistent with the plan "Fig no TD029-39F03(R0)", identified in the "Oran Park Town Tranche 10 Stage 4: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-39F01(r1) T10S4 Road Traffic Noise Assessment, Dated 17 October 2014".

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 14 in the plan.

**CAMDEN COUNCIL**

**Terms of restriction numbered 15 in the plan.**

No dwelling structures or garages will be permitted on the lot burdened unless the foundations proposed for such structures have been designed to account for the geotechnical classification applicable to the lot burdened and such foundation design is certified by a suitably qualified Structural or Civil Engineer and a copy of the design and certification has been provided to the authority approving the construction.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 15 in the plan.

**CAMDEN COUNCIL**

**Terms of restriction numbered 16 in the plan.**

- (a) No alteration to the type, size or location of the retaining wall within, on or over the area designated K on the plan, existing at the time of registration of this plan, shall be permitted without the prior written consent of Camden Council.
- (b) No structure shall be permitted to be constructed within on or over the area designated 'K' on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (c) No person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated K on the plan without the prior written consent of Camden Council.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 16 in the plan.

**CAMDEN COUNCIL**

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**Council Authorised Person**

ePlan

(Sheet 11 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
Lot 2254 in DP1205513 and  
Easement Affecting Lot 9064 in DP1219771  
covered by  
Subdivision Certificate No. 14.2014.994.1  
Dated 15.02.2017

**PART 2 (Terms)(Continued)**

**Terms of positive covenant numbered 17 in the plan.**

The land owners or their assigns must maintain the retaining wall and any associated fencing within, on or over the area designated V on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner. The extent of this positive covenant is limited to the area designated V on the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the positive covenant numbered 17 in the plan.

**CAMDEN COUNCIL**

.....  
Council Authorised Person

ePlan

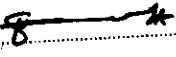
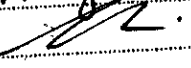
(Sheet 12 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
Lot 2254 in DP1205513 and  
Easement Affecting Lot 9064 in DP1219771  
covered by  
Subdivision Certificate No. 14.2014.994.1  
Dated 15.02.2017

**PART 2 (Terms)(Continued)**

**Execution by Camden Council:**

<b>Execution by Camden Council:</b>	
Signature: .....	
Signed by: .....	<b>SUGULE MOHAMED</b>
Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.	
Authority of Officer: .....	<b>Manager Certification</b>
Witness Signature: .....	
Name of Witness: .....	<b>SHAWN VAN DUIN</b>
Address of Witness: .....	<b>PHETA BROOK DR ORAN PARK.</b>

.....  
  
**Council Authorised Person**

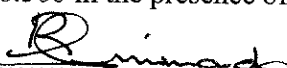
ePlan  
13 15  
(Sheet 9 of 11 Sheets)

Plan: **DP1207029**


Plan of Subdivision of Lot 200 in DP1201753  
and Lot 2254 in DP1205513 and  
Easement Affecting Lot ~~9043~~ in ~~DP1202756~~  
covered by **9064 DP1219771**  
Subdivision Certificate No. **14. 2014. 994.1**  
Dated 15.02.2017

**PART 2 (Terms)(Continued)**

Signed on behalf of Endeavour Energy  
ABN 59 253 130 878 by its Attorney  
pursuant to Power of Attorney Book 4705  
No.566 in the presence of:

  
.....  
Signature of witness

**Raymond Simmonds**  
.....  
Name of witness  
c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood 2148

  
.....  
Signature of Attorney

Name: **Helen Smith**  
Position: **Manager Property & Fleet**  
Date of execution: **21 November 2016**  
Reference: **URS16252**

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14 15  
(Sheet 14 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753  
and Lot 2254 in DP1205513 and  
Easement Affecting Lot ~~9043~~ in ~~DP1202756~~  
covered by **9064 DP1219771**  
Subdivision Certificate No. **14.2014.994.1**  
Dated 15.02.2017

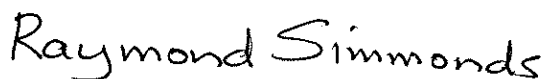
**PART 2 (Terms)(Continued)**

**Execution by Registered Proprietor of Lot 97 in DP1127512:**

Signed on behalf of **Endeavour Energy**  
ABN: 59 253 130 878  
by its Attorney pursuant to Power of Attorney  
Book 4705 No. 566 in the presence of:



Signature of Witness



Name of Witness

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148



Signature of Attorney

Name: Helen Smith

Position Manager Property & Fleet



Date of Execution

Reference:URS16252

ePlan

(Sheet 15 of 15 Sheets)

Plan: **DP1207029**

Plan of Subdivision of Lot 200 in DP1201753 and  
Lot 2254 in DP1205513 and  
Easement Affecting Lot 9064 in DP1219771  
covered by  
Subdivision Certificate No. 14.2014.994.1  
Dated 15.02.2017

**PART 2 (Terms)(Continued)**

Signed by Leppington Pastoral Company Pty Ltd

ACN 000420404

Signature: .....

*Mark Perich*

Signature: .....

*M. Owens*

Print Name: .....

**MARK PERICH**

Print Name: .....

**MICHAEL OWENS**

Office Held: P of A Book 4697 No 601

Office Held: P of A Book 4697 No 601

Witness Signature: .....

*Shawn Van Duyn*

Witness Signature: .....

*Shawn Van Duyn*

Print Name: .....

**SHAWN VAN DUYN**

Print Name: .....

**SHAWN VAN DUYN**

Witness Address: .....

**16TH BROOK DR  
ORAN PARK**

Witness Address: .....

**16TH BROOK DR  
ORAN PARK**

Signed by Greenfields Development Company Pty Ltd

Signature: .....

*Mark Perich*

Signature: .....

*M. Owens*

Print Name: .....

**MARK PERICH**

Print Name: .....

**MICHAEL OWENS**

Office Held: P of A Book 4697 No 603

Office Held: P of A Book 4697 No 603

Witness Signature: .....

*Shawn Van Duyn*

Witness Signature: .....

*Shawn Van Duyn*

Print Name: .....

**SHAWN VAN DUYN**

Print Name: .....

**SHAWN VAN DUYN**

Witness Address: .....

**16TH BROOK DR  
ORAN PARK**

Witness Address: .....

**16TH BROOK DR  
ORAN PARK**

Signed by me: .....

*NIGEL LAMON*

as delegate of Landcom and I hereby

certify that I have no notice of revocation

of such delegation.

Signature: .....

*Nigel Lamon*

Witness Signature: .....

*Shawn Van Duyn*

Print Name: .....

**SHAWN VAN DUYN**

Witness Address: .....

**16TH BROOK DR  
ORAN PARK.**

**Council Authorised Person**

*[Signature]*

09.03.2017



REGISTERED

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

**APPLICANT:** InfoTrack Pty Ltd  
135 King Street  
NSW 2000

Certificate number: 20234172  
Reference number: 1308371  
Certificate issue date: 23/06/2025  
Certificate fee: \$69.00  
Applicant's reference: JN05651  
Property number: 1173607  
Applicant's email: [ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 665 DP: 1207029  
Address: **45 Courtney Loop ORAN PARK NSW 2570**

**BACKGROUND INFORMATION**

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act 1979 (the Act).



## **1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

*proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

### **STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

**Note:** The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

### **LOCAL ENVIRONMENTAL PLANS (LEPs)**

The land is not within a Local Environmental Plan.





## **DEVELOPMENT CONTROL PLANS (DCPs)**

Oran Park Precinct Development Control Plan 2007, as amended

## **PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – outdoor dining on private land and at registered clubs; complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

SEPP (Biodiversity and Conservation) 2021 – Proposed amendments - changes to deter illegal tree and vegetation clearing

## **PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)**

No.

## **DRAFT DEVELOPMENT CONTROL PLANS (DCPs)**

Draft Oran Park Precinct DCP – Housekeeping Amendment

**Note:** The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

## **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

The following matters apply for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) ZONE R1 GENERAL RESIDENTIAL - ORAN PARK AND TURNER ROAD PRECINCT PLAN

(b) In this zone, development for the following purposes is -

(i) Permitted without consent

Nil

(ii) Permitted with consent

Any other development not specified in item (i) or (iii)

(iii) Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities);



Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies

(c) Whether additional permitted uses apply to the land,

No.

(d) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

R1 General Residential:

Oran Park and Turner Road Precinct Plan, Section 4.1A, fixes a minimum 300m<sup>2</sup> for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m<sup>2</sup> and minimum 225m<sup>2</sup>

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

No.

(f) Whether the land is in a conservation area, however described,

No.

(g) Whether an item of environmental heritage however described, is located on the land

No.

### **3 CONTRIBUTIONS**

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 –



(a) the name of the region

No

(b) the name of the Ministerial planning order in which the region is identified

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

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

#### 4 COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the 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 that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

#### HOUSING CODE

Complying development MAY be carried out on the land

#### RURAL HOUSING CODE



Complying development MAY be carried out on the land.

## **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

**Note:** Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—

(a) for the purposes of dual occupancies, and

(b) carried out on land in Zone R2 Low Density Residential, and

(c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

## **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development MAY be carried out on the land

## **GREENFIELD HOUSING CODE**

Complying development MAY be carried out on the land.

**Note:** The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the SEPP (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

## **INLAND CODE**

The Inland Code does not apply to the Camden Local Government Area.

## **HOUSING ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE**

Complying development MAY be carried out on the land.

## **CONTAINER RECYCLING FACILITIES CODE**



Complying development MAY be carried out on the land.

## **SUBDIVISIONS CODE**

Complying development MAY be carried out on the land.

## **DEMOLITION CODE**

Complying development MAY be carried out on the land.

## **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **5 EXEMPT DEVELOPMENT**

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

## **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

## **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

## **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**



Exempt development MAY be carried out on the land

Where exempt development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section—

*affected building notice* has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

*building product rectification order* has the same meaning as in the Building Products (Safety) Act 2017.

No.

## **7 LAND RESERVED FOR ACQUISITION**

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No.

## **8 ROAD WIDENING AND ROAD REALIGNMENT**

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No.

## **9 FLOOD RELATED DEVELOPMENT CONTROLS**



(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No response required

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No response required

(3) In this section—

*flood planning area* has the same meaning as in the Flood Risk Management Manual.

*Flood Risk Management Manual* means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

*probable maximum flood* has the same meaning as in the Flood Risk Management Manual.

## **10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

*adopted policy* means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

### **LAND SLIP**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

### **BUSH FIRE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

### **TIDAL INUNDATION**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.



## **SUBSIDENCE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

## **ACID SULFATE SOILS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulfate soils.

## **CONTAMINATION**

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

## **AIRCRAFT NOISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of aircraft noise.

## **SALINITY**

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to the requirements in the relevant Development Control Plan that applies to the land.

## **COASTAL HAZARDS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of coastal hazards.

## **SEA LEVEL RISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of sea level rise.

## **11 BUSH FIRE PRONE LAND**

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.





(2) If none of the land is bush fire prone land, a statement to that effect.

No.

## **12 LOOSE-FILL ASBESTOS INSULATION**

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

No.

## **13 MINE SUBSIDENCE**

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

## **14 PAPER SUBDIVISION INFORMATION**

(1) The name of a development plan adopted by a relevant authority that—

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

(2) The date of a subdivision order that applies to the land.

(3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No.

## **16 BIODIVERSITY STEWARDSHIP SITES**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.



**Note:** Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

No.

## **17 BIODIVERSITY CERTIFIED LAND**

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

**Note:** Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

All or part of the subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: [www.camden.nsw.gov.au/environment/biodiversity](http://www.camden.nsw.gov.au/environment/biodiversity)

## **18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

No.

## **19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,

No.

(b) or shown on the Lighting Intensity and Wind Shear Map,

No.

(c) or shown on the Obstacle Limitation Surface Map,

Yes, the subject land is shown on the Obstacle Limitation Surface Map.



(d) or in the “public safety area” on the Public Safety Area Map,

No.

(e) or in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Yes, the subject land is located within the 13 kilometre Wildlife Buffer Zone.

## **21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

No.

## **22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

No.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

No.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

No.

(4) In this section—

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

## **23 WATER OR SEWERAGE SERVICES**



If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Not applicable.

**Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

## **MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997**

The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No.

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

## **DISCLAIMER AND CAUTION**



The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

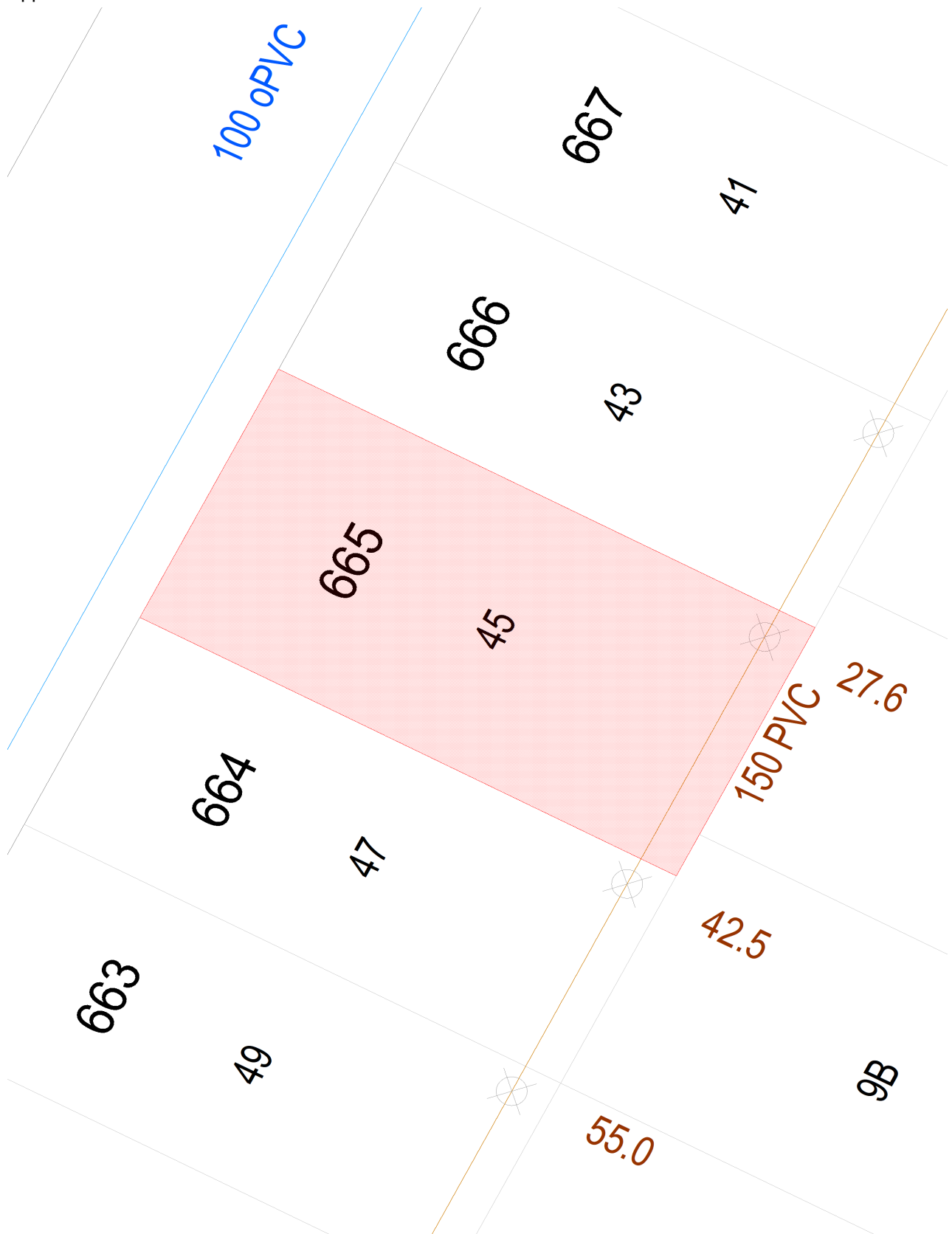
The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

**Andrew Carfield**  
General Manager

# Service Location Print

Application Number: 8004398570



Document generated at 22-06-2025 05:10:07 PM

## Disclaimer

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

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22 June 2025

**Infotrack Pty Limited**

**Reference number: 8004398559**

**Property address: 45 Courtney Loop Oran Park NSW 2570**

## **Sewer service diagram is not available**

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

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

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

Sincerely

**The Sydney Water team**