

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	<b>Simon Property Co</b> Shop G2N, 351 Oran Park Drive, Oran Park	<b>phone:</b> 0411 877 730 <b>email:</b> phillip@simonpropertyco.au
<b>co-agent</b>		
<b>vendor</b>	<b>Maciej Zurawski and Dorota Zurawska</b> 5A Milton Circuit, Oran Park, NSW 2570	
<b>vendor's solicitor</b>	<b>Terzon Group Legal Pty Ltd</b> Suite 201/9 29-31 Solent Circuit Norwest NSW 2153	<b>phone:</b> 0416 249 979 <b>email:</b> pat@terzon.com.au <b>ref:</b> TGL:2025:355
<b>date for completion</b>	42 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	<b>5 MILTON CIRCUIT, ORAN PARK NSW 2570</b> LOT 2 IN STRATA PLAN SP94865 Folio Identifier 2/SP94865	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
<b>improvements</b>	<input checked="" type="checkbox"/> HOUSE <input checked="" 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>  <b>exclusions</b>  <b>purchaser</b>  <b>purchaser's solicitor</b>  <b>price</b> <b>deposit</b> <b>balance</b>  <b>contract date</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: _____
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**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."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>     <p>_____</p> <p>Vendor</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)

PEXA

**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 checked="" 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 checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" 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**

Self Managed by Lot Owners

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

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## **FURTHER CONDITIONS TO THE CONTRACT FOR SALE AND PURCHASE OF LAND 2022**

### **33. AMENDMENTS TO PRINTED CLAUSES IN CONTRACT**

- 33.1. The Standard Conditions are amended as identified in Schedule 3.
- 33.2. This Contract is to be read having regard to the Definitions found at Schedule 1.

### **34. INTERPRETATION, INVALIDITY ETC.**

- 34.1. If there is any conflict between the provisions of these Special Conditions and those contained in the printed conditions of this Contract, these Special Conditions will prevail.
- 34.2. These Special Conditions must be read subject to any rights granted to the Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- 34.3. This Contract is to be read having regard to the Rules of Interpretation found at Schedule 2.

### **35. DEPOSIT**

- 35.1. No Liability is to be borne by any party to this Contract or their solicitor in respect of either the Loss of the deposit or the lack of interest earned on the deposit whether as a result of it having been or having not been invested in accordance with Standard Condition 2.
- 35.2. Despite any other provision of this Contract and without prejudice to the other rights of the Vendor, if
  - 35.2.1. the deposit agreed to be paid [or actually paid] by the Purchaser is less than ten per cent (10%) of the purchase price, and
  - 35.2.2. for any reason, the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser will forthwith pay to the Vendor the difference of ten per cent of the purchase price and the amount actually paid.
- 35.3. The Purchaser hereby agrees to release forthwith to the Vendor the deposit money paid and the Vendor shall not require any further authority for the said release of deposit.

### **36. DEPOSIT BOND**

- 36.1. This clause 36 applies if the Purchaser provides to the Vendor on the date of this Contract, in lieu of payment of the deposit, a Bond which complies with the requirements of this clause 36.
- 36.2. The word "Bond" means the deposit bond issued to the Vendor at the request of the Purchaser by a financial institution approved by the Vendor (Approved Institution) in a form and for an amount acceptable to the Vendor.
- 36.3. Subject to clauses 36.4 and 36.5, the delivery of the Bond on exchange to the person nominated in this Contract to hold the deposit is taken to be payment of the deposit (to the extent of the amount of the Bond) in accordance with this Contract.
- 36.4. The Purchaser must pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted for to the Vendor.

- 36.5. If the Vendor serves on the Purchaser a written notice claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Approved Institution under the Bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.
- 36.6. A payment by the Approved Institution under the Bond is taken to be in satisfaction of the Purchaser's obligation to pay the deposit under clause 36.5 to the extent of the payment but does not preclude the Vendor from exercising any other rights that the Vendor may have arising out of the Purchaser's default.
- 36.7. Despite any other provision of this Contract, if:
- 36.7.1. The Bond has an expiry date; and
- 36.7.2. Completion does not occur at least 21 days before the expiry date,
- then no later than 14 days before the expiry date the Purchaser must either:
- 36.7.3. Provide to the Vendor a replacement deposit bond which must:
- 36.7.4. be issued by a financial institution approved by the Vendor; and
- 36.7.5. be on the same terms and for the same amount as the Bond, except that it must have no expiry date or if it has an expiry date that expiry date must not be less than six months after the date of issue of the replacement deposit bond; or
- 36.7.6. Provide to the Vendor payment of the amount of the deposit.
- 36.8. The parties agree that clause 36.7 is an essential term of this Contract and default by the Purchaser under clause 36.7 entitles the Vendor to immediately terminate this Contract without further notice to the Purchaser.

## **37. COMPLETION AND INTEREST**

- 37.1. Completion will take place on or before 2.30pm on the Completion Date at a venue nominated by the Vendor.
- 37.2. If the Purchaser requests completion at a venue other than that nominated by the Vendor, the Purchaser must pay in addition to any other money payable under this Contract a sum of \$220.00 (GST inclusive) on Completion as an agreed cost for Completion to occur at a venue other than that nominated by the Vendor.
- 37.3. If the Purchaser cancels settlement after arrangements have been made, the Purchaser must pay in addition to any other money payable under this Contract a sum of \$165.00 (inclusive of GST) on Completion as an agreed cost arising from the cancellation.
- 37.4. Except where completion is delayed solely as a result of the Vendor's default, if the Purchaser fails to complete this Contract on or before the Completion Date:
- 37.4.1. the Purchaser must pay to the Vendor on completion, in addition to the balance purchase price and any other money payable by the Purchaser to the Vendor under this Contract, interest at a rate equal to 12% per annum from the Completion Date to the date on which completion actually occurs, calculated on daily rests;
- 37.4.1.1. The obligation to pay interest on completion is an essential term of this Contract;

37.4.1.2. Despite any other provision of this Contract to the contrary, adjustments are to be made on the earliest of the date possession is given to the Purchaser, the Completion Date and date of actual completion.

- 37.5. If Completion has not taken place on or before the due date then either party shall be entitled to serve upon the other party a Notice to Complete requiring completion not less than fourteen (14) days after the date of such notice calculated exclusive of the date of service but inclusive of the Completion Date and providing on the last day of notice, a time between 10:00am and 4:00pm.

### **38. NOTICE TO COMPLETE**

- 38.1. If either the Vendor or the Purchaser is entitled to serve a notice to complete on the other both agree that the notice may require completion to take place within any period of not less than 14 days from the date on which the notice is served. Both parties agree that this period is sufficient for the purposes of the notice to complete and service of the notice makes time of the essence of this Contract.
- 38.2. A notice to complete may be revoked at any time before the expiration of the given period without prejudicing a party's right to serve a further notice.
- 38.3. If the Vendor serves a notice to complete, the Purchaser must pay to the Vendor the sum of \$330.00, being a genuine pre-estimate of the Damages payable by the Purchaser for breach in order to reimburse the Vendor for additional legal costs payable by the Vendor in connection with the preparation and service of the notice. It is an essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the Purchaser under this Contract at that time.

### **39. PURCHASER'S ACKNOWLEDGEMENT AND WARRANTY**

- 39.1. The Purchaser accepts the Property and the Inclusions in its present condition and state of repair on the Contract date, including any wear and tear, any latent or patent defects, infestation, or dilapidation existing either at the Contract date or at Completion and any Contamination or hazardous substances.
- 39.2. The Purchaser waives any existing and future Claims or redress of any kind which it may have against the Vendor because of Contamination or hazardous substances or any other environmental damage to the Property.
- 39.3. The Purchaser will make no requisition, Objection or Claim for compensation and will not be entitled to rescind or terminate or delay Completion, by reason of the Property being affected by:
- 39.3.1. any storm water channels, drains, pipes, mains or other installations on or passing over or under the Property;
  - 39.3.2. any of the fences (including give and take fences) not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
  - 39.3.3. any roads or reservations for roads traversing the Property, including their location area and any discrepancy from their location noted on the title deed or deeds; and
  - 39.3.4. any gates erected across any road traversing the Property.



39.4. The Purchaser acknowledges:

39.4.1. The Vendor Disclosure;

39.4.2. That it cannot make a Claim:

39.4.2.1. in respect of anything concerning the Vendor Disclosure; and

39.4.2.2. in respect of any act or omission of the Vendor in relation to anything required by any Authority;

39.4.3. Any and all interest earned on the investment of the deposit, will be paid to the Vendor.

39.5. The Purchaser acknowledges that:

39.5.1. It has had the opportunity to inspect the Property and this Contract and satisfy itself in all respects about:

39.5.1.1. the Property's title;

39.5.1.2. the state of repair or condition of the Property and the Inclusions;

39.5.1.3. the existence of any water, sewerage, drainage, gas and electricity, telephone or other installations or services (Any Service);

39.5.1.4. the fitness of the Property and Inclusions for any particular purpose;

39.5.1.5. any current or future potential financial return to be derived from the Property;

39.5.1.6. whether or not the current use/s of the property are permitted under planning or other Laws;

39.5.1.7. the boundaries, area and the extent of any encroachments;

39.5.1.8. the existence and nature and extent of any Contamination or hazardous substances; and

39.5.1.9. it will provide an adjustment at Completion for any tax levied on the land at the land's value.

39.5.2. It cannot require the Vendor either before or after Completion to:

39.5.2.1. repair or replace any defect or damage to the Property;

39.5.2.2. remediate or remove any Contamination; or

39.5.2.3. carry out or pay for any works on, or in relation to any part of, the Property.

39.6. Notwithstanding anything to the contrary contained in this Contract, the Purchaser acknowledges that no representations, inducement or warranties have been made by the Vendor or their agent or representatives relating to the present state or condition of the Property or any part of the Property or the use of which it has or may in the future be put by the Purchaser

save as may be expressly contained in this Contract for sale or implied by a Law which cannot be excluded by private contract.

- 39.7. The Purchaser may not make any requisition, Objection or Claim for compensation nor be entitled to rescind or terminate this Contract because of any of the matters referred to in this clause.
- 39.8. Despite anything else in this Contract, the Purchaser:
- 39.8.1. accepts the Property subject to all existing Contamination;
  - 39.8.2. from Completion assumes responsibility for all Costs or Claims arising from the presence of any Contamination;
  - 39.8.3. must comply with all laws concerning the existence and remediation of any Contaminant affecting the Property;
  - 39.8.4. may not make any Objection relating to any Contaminant affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date;
  - 39.8.5. releases the Vendor from any Claim that the Purchaser has or may have had but for this clause relating to any Cost or Liability arising from or connected with any Contaminant or affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date; and
  - 39.8.6. indemnifies the Vendor against any Claim arising from or connected with any Contaminant affecting the Property caused by an activity that occurs after Completion.
- 39.9. The Purchaser warrants that in entering into this Contract the Purchaser has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor as to and has obtained appropriate independent advice on and is satisfied about:
- 39.9.1. the nature, quality and condition of the Property;
  - 39.9.2. the suitability for any use or purpose of the Property;
  - 39.9.3. the rights attaching to or affecting the Property; or
  - 39.9.4. Any other matter having or which may have effect beneficial or otherwise on the Property, its value or the yield from the Property.
- 39.10. The Purchaser represents and warrants that:
- 39.10.1. it has not been introduced to the Vendor or the Property directly or indirectly though or by any real estate agent other than the Vendor's Agent;
  - 39.10.2. in the event that the Purchaser is an incorporated entity, the Directors hereby executing this Contract shall be personally liable both jointly and severally as if they had been named herein as Purchasers;
  - 39.10.3. it is entitled to purchase the Property without the approval or consent of the FIRB, or otherwise has obtained consent from the FIRB;

- 39.10.4. it shall not lodge, or cause to be lodged or otherwise registered, any caveat or other instrument with the NSW Land Registry Services in respect of the Property, the Land or any part of the Land;
- 39.10.5. it is not a Prohibited Entity.
- 39.11. The Purchaser cannot make any requisition or Claim or rescind or terminate or delay completion in respect of any of the matters referred to in clause 39 including without limitation:
  - 39.11.1. Any roof or surface water drainage being connected to the sewer; or
  - 39.11.2. the existence or non-existence of any easement or right affecting or benefiting the Property in respect of any service which passes through another Property or any service for another Property which passes through the Property ("service" has the meaning given in clause 10.1.2).
- 39.12. The Vendor makes no warranty or representation about any of the matters relating to the Property described in clause 39.

#### **40. SELLING AGENT**

- 40.1. The Purchaser warrants that the Purchaser was not introduced to the Property directly or indirectly by any agent other than the Vendor's Agent (if any) disclosed in this Contract. If the Purchaser has been introduced to the Property directly or indirectly through the service of any other agent, then the Purchaser is solely responsible for that other agent's commission and must indemnify the Vendor against any Claim for commission by that other agent and all costs incurred by the Vendor as a result of any Claim for commission by that other agent.

#### **41. CREDIT**

- 41.1. The Purchaser acknowledges that the Vendor has entered into this Contract in reliance on the Purchaser's warranty that:
  - 41.1.1. The Purchaser does not require credit in order to pay for the Property; or
  - 41.1.2. The Purchaser cannot rescind or terminate this Contract by virtue of any non-availability of credit as at the Completion Date or at any other time.

#### **42. ANNEXURES TO CONTRACT**

- 42.1. The Vendor makes no warranty, confirmation, or representation as to the correctness or completeness of any of the attachments to the Contract. The Purchaser should rely on its own enquiries.

#### **43. WHOLE AGREEMENT**

- 43.1. The parties acknowledge that the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties as at the date of this Contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof and the Purchaser expressly acknowledges that it has not been induced to enter this Contract by any representation (verbal or otherwise) made by or on behalf of the Vendor which is not included in this Contract or any schedule or attachments or documents identified in this Contract and initialled by the parties.

#### **44. CAVEAT**

- 44.1. The Purchaser may not make any Claim, Objection or requisition or delay completion, rescind or terminate by reason of any caveat registered on the title before or after the date of this Contract that would ordinarily be cancelled pursuant to section 59 of the *Real Property Act 1900*

(NSW) upon registration of a transfer by the Vendor and the Vendor shall not be required to provide a withdrawal of such caveat or caveats or to have such caveat or caveats lapsed on or prior to completion.

#### **45. PROCEEDINGS AGAINST THE VENDOR**

45.1. If:

45.1.1. Any proceedings relating to this Contract or any matter arising from it are instituted by or against the Vendor;

45.1.2. Any caveat registered on the title to the Property will not be removed by the register-general on registration of the form of transfer; or

45.1.3. Subject to any other term of this Contract, the Vendor is unable to give possession of the Property to the Purchaser on the Completion Date,

then, in its absolute discretion, the Vendor may serve notice on the Purchaser that completion will be delayed enabling the proceedings to be resolved or disposed of, the caveat lapsed or withdrawn or possession to be obtained by the Vendor, as the case may be.

If completion is so delayed, then:

45.1.4. The Vendor must use reasonable endeavours to resolve the matter causing the delay in completion; and

45.1.5. The Completion Date will be the date 14 days after the Vendor serves notice that it is ready, willing, and able to complete.

45.2. If completion does not occur within 120 days from the date of the Vendor's notice delaying completion, then either party may serve notice rescinding this Contract and in that event the Purchaser will not be entitled to Claim compensation from the Vendor due to the failure to complete on the Completion Date and otherwise the provisions of clause 19 shall apply.

#### **46. FITTINGS**

46.1. Fittings means any fittings, furnishings, chattels, plant or equipment not being fixtures and not being the Vendor's fixtures and fittings, located on or about the Property at the Contract Date.

46.2. The Vendor discloses that:

46.2.1. It gives no representation, confirmation or warranty:

46.2.1.1. that it has the power to sell the fittings; or

46.2.1.2. that any fittings will remain on or about the Property at completion.

46.2.2. The Fittings are not included in the sale of the Property; and

46.2.3. It does not Claim or exercise any rights in respect of the fittings.

46.3. The Vendor is not required to remove the Fittings from the Property on completion.

46.4. While the Vendor does not Claim or exercise any rights in respect of the Fittings, it makes no representation or warranty that any of the Fittings will remain on or about the Property at completion.

#### **47. ADDITIONAL RIGHTS OF RESCISSION**

- 47.1. If a party (or if that party consists of two or more persons, any of those persons) dies or becomes mentally ill (as defined in the *Mental Health Act 1990* (NSW)) or being a company becomes insolvent or goes into liquidation or if an administrator is appointed to it then the other party may rescind this Contract by giving written notice to the first party.

#### **48. FENCES**

- 48.1. The Purchaser may not make a Claim or requisition or delay the completion:
- 48.1.1. If any of the fences on or surrounding the Property are not on the correct boundary; or
  - 48.1.2. As to the nature or state of repair of any fence; or
  - 48.1.3. If there are no fences or if any fence is a give and take fence; or
  - 48.1.4. If a swimming pool, as defined in the *Swimming Pools Act 1992* (NSW), is not fenced as required by law.

#### **49. SWIMMING POOL**

- 49.1. If a swimming pool (which expression includes any fencing applicable thereto) forms part of the Property, the Vendor does not warrant that the swimming pool complies with the requirements imposed by the *Swimming Pools Act 1992* (NSW) (in this clause "the Act") and the regulations prescribed under the Act.
- 49.2. If a Compliance Certificate for the swimming pool is not available and only a Non-Compliance Certificate is attached to this Contract for any reason and informs there is work to be done before a Compliance Certificate will issue, the Purchaser must comply with the Notice, remedy the reason, or do the work at his/her expense in accordance with the certificate attached hereto.
- 49.3. The Purchaser cannot make a Claim, Objection, requisition, rescind or terminate the Contract in respect of any Non-Compliance Certificates for the swimming pool or anything disclosed in relation to the swimming pool and/or within this condition.

#### **50. IMPROVEMENTS**

- 50.1. The Purchaser may not make a Claim or requisition, delay completion, rescind or terminate concerning the validity of any erected improvements, additions or works performed on the Property which are not identified within any of the documents annexed to this Contract.

#### **51. UNASSESSED RATES OR LAND TAX**

- 51.1. The Purchaser may not delay completion of this Contract on the grounds that the Property is subject to a charge for any unassessed rates or land tax at the Completion Date.
- 51.2. The Vendor will endeavour to clear any land tax charge (so long as the amount to be paid on account of land tax can be ascertained by reference to the Property alone) on or before completion.
- 51.3. The Vendor must comply promptly with the Property requirements of the rating or taxing authority in question and pay rates or land tax assessed against the Vendor or the registered proprietor of the Property within the time specified by the assessment notice or notices when issued.
- 51.4. The Vendor's obligations under this clause will be satisfied by the Vendor's payment of its proportion of such rates or land tax calculated pursuant to this Contract and the Purchaser must pay the balance of such rates or land tax.

51.5. Rights under this clause continue after completion.

## **52. GUARANTEE AND INDEMNITY**

52.1. If the Purchaser is or includes a corporation (other than a corporation listed on the Australian Stock Exchange) then each person who signs this Contract on behalf of that corporation:

52.1.1. is personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person was the Purchaser under this Contract;

52.1.2. independently and irrevocably give the Purchaser Indemnities and make the Purchaser Warranties;

52.2. must procure the execution by at least two directors or shareholders (being persons over the age of 18 years) of the corporation of a deed of guarantee in the form attached to the Contract. The Deed of Guarantee at Schedule 4, duly executed, must be delivered to the Vendor's solicitors within 14 days after the date of this Contract and in this regard, time is of the essence.

## **53. TRANSFER**

53.1. If Settlement is not being affected electronically, the Purchaser must provide a completed Transfer to the Vendor's Lawyer no later than ten (10) days before Completion.

53.2. If the Purchaser does not provide a completed Transfer to the Vendor's Lawyer in accordance with Special Condition 54.1, then, at the Vendors discretion, the Vendor's Lawyer can attend to the preparation of the Transfer and the Purchaser must pay in addition to any other money payable under this Contract a sum of \$165.00 (GST inclusive) on Completion as an agreed additional cost arising from the late delivery of the Transfer and being a genuine pre-estimate of the Damages payable by the Purchaser in order to reimburse the Vendor for additional legal costs payable by the Vendor in connection with the preparation of the Transfer.

53.3. It is an essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the Purchaser under this Contract at that time.

## **54. BREACH OF STATUTORY WARRANTY**

54.1. If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.

54.2. If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation, the Vendor may, before completion serve a notice:

54.2.1. specifying the breach;

54.2.2. requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver); and

54.2.3. Indicating that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.

54.3. The Vendor may rescind if:

54.3.1. The Vendor serves a notice under paragraph 54.2; and

54.3.2. The Purchaser does not serve the Waiver within the time required under the notice.

54.3.3. If the Purchaser serves the Waiver before the Vendor rescinds under paragraph 54.3, the Vendor is no longer entitled to rescind under paragraph 54.3.

- 54.3.4. The Purchaser has no Claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation other than the right of rescission conferred by that Regulation.

## **55. AUCTION SALES**

- 55.1. These Conditions replace 'Auction - Conditions of Sale' on page 3 of the printed Contract.
- 55.2. If the Property is or is intended to be sold at auction:
- 55.2.1. Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulations 2003* (NSW) and Section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).
- 55.2.2. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
- 55.2.2.1. The principal's reserve price must be given in writing to the auctioneer before the auction commence.
- 55.2.2.2. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction clearly and precisely the number of bids that may be made by or on behalf of the seller.
- 55.2.3. That the highest bidder is the Purchaser, subject to any reserve price.
- 55.2.4. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 55.2.5. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
- 55.2.6. A bidder is taken to be a principle unless, before bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.
- 55.2.7. A bid cannot be made or accepted after the fall of the hammer.
- 55.2.8. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
- 55.3. The following conditions, in addition to those prescribed, are prescribed as applicable to and in respect of the sale by auction of residential Property or rural land.
- 55.4. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 55.5. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

## **56. GST**

- 56.1. The purchase price herein is exclusive of any goods and services tax and the Purchaser must pay to the Vendor on Completion of this Contract in addition to the price the amount of the GST which amount will be deemed to be part of the balance of purchase money due and payable.

## **57. WARRANTY**

58. The Vendor does not make any representations or give any warranty as to the approval by any regulatory or governmental body for the use of or the current legislative compliance of Property the subject of the Contract or the accuracy of any the searches or attachments to the sale

Contract. The Purchaser relies solely on its own due diligence and will not make any Objection, Claim, requisition, delay settlement or seek to terminate or rescind the Contract as a consequence of any of any lack of approval for the use or compliance of the Property with any governmental or regulatory body.

## **59. CONDITION OF PROPERTY**

- 59.1. The Purchaser accepts the Property in its present condition and state of repair. The Purchaser relies solely on its own due diligence at the state of repair of the property, as well as any latent or patent or other defects including any Contamination by any hazardous substance or chemical.
- 59.2. The Purchaser accepts the Property and the Inclusions in its present condition and state of repair on the Contract date, including any wear and tear, any latent or patent or other defects, infestation, or dilapidation existing either at the Contract date or at Completion and any Contamination or hazardous substances.
- 59.3. The Purchaser waives any existing and future Claims or redress of any kind which it may have against the Vendor because of Contamination or hazardous substances or any other environmental damage to the Property.
- 59.4. The Purchaser will make no requisition, Objection or Claim for compensation and will not be entitled to rescind or terminate or delay Completion, by reason of the Property being affected by:
  - 59.4.1. any storm water channels, drains, pipes, mains or other installations on or passing over or under the Property;
  - 59.4.2. any of the fences (including give and take fences) not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
  - 59.4.3. any roads or reservations for roads traversing the Property, including their location area and any discrepancy from their location noted on the title deed or deeds; and
  - 59.4.4. any gates erected across any road traversing the Property.
- 59.5. The Purchaser acknowledges:
  - 59.5.1. The Vendor disclosure;
  - 59.5.2. That it cannot make a Claim:
    - 59.5.2.1. in respect of anything concerning the Vendor disclosure; and
    - 59.5.2.2. in respect of any act or omission of the Vendor in relation to anything required by any Authority;
  - 59.5.3. Any and all interest earned on the investment of the deposit, will be paid to the Vendor.
- 59.6. The Purchaser acknowledges that:
  - 59.6.1. It has had the opportunity to inspect the Property and this Contract and satisfy itself in all respects about:
    - 59.6.1.1. the Property's title;
    - 59.6.1.2. the state of repair or condition of the Property and the Inclusions;



- 59.6.1.3. the existence of any water, sewerage, drainage, gas and electricity, telephone or other installations or Services (Any Service);
  - 59.6.1.4. the fitness of the Property and Inclusions for any particular purpose;
  - 59.6.1.5. any current or future potential financial return to be derived from the Property;
  - 59.6.1.6. whether or not the current use/s of the Property are permitted under planning or other Laws;
  - 59.6.1.7. the boundaries, area and the extent of any encroachments;
  - 59.6.1.8. the existence and nature and extent of any Contamination or hazardous substances; and
  - 59.6.1.9. it will provide an adjustment at Completion for any tax levied on the land at the land's value.
- 59.6.2. It cannot require the Vendor either before or after Completion to:
  - 59.6.2.1. repair or replace any defect or damage to the Property;
  - 59.6.2.2. remediate or remove any Contamination; or
  - 59.6.2.3. carry out or pay for any works on, or in relation to any part of, the Property.
- 59.7. Notwithstanding anything to the contrary contained in this Contract, the Purchaser acknowledges that no representations, inducement or warranties have been made by the Vendor or their agent or representatives relating to the present state or condition of the Property or any part of the Property or the use of which it has or may in the future be put by the Purchaser save as may be expressly contained in this Contract for sale or implied by a Law which cannot be excluded by private Contract.
- 59.8. The Purchaser may not make any requisition, Objection or Claim for compensation nor be entitled to rescind or delay completion or terminate this Contract because of any of the matters referred to in this clause.
- 59.9. Despite anything else in this Contract the Purchaser:
  - 59.9.1. accepts the Property subject to all existing Contamination;
  - 59.9.2. from Completion assumes responsibility for all Costs or Claims arising from the presence of any Contamination;
  - 59.9.3. must comply with all laws concerning the existence and remediation of any Contaminant affecting the Property;
  - 59.9.4. may not make any Objection relating to any Contaminant affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date;
  - 59.9.5. releases the Vendor from any Claim that the Purchaser has or may have had but for this clause relating to any Cost or Liability arising from or connected with any

Contaminant or affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date; and

- 59.9.6. indemnifies the Vendor against any Claim arising from or connected with any Contaminant affecting the Property caused by an activity that occurs after Completion.

## **60. ELECTRONIC SETTLEMENT**

- 60.1. The Vendor and Purchaser agree to settle this sale electronically via PEXA in accordance and compliance with the Electronic Conveyancing National Law.
- 60.2. The Vendor and Purchaser will irrevocably instruct their agent or legal representative to register with PEXA and to maintain this registration with PEXA until Completion.
- 60.3. The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically, at which time the matter will proceed as a paper settlement.
- 60.4. In the event that Completion does not take place through PEXA as a result of the Purchasers agent or legal representative not being registered with PEXA, or in the event that Completion does not take place through PEXA because the Purchaser is unable or unwilling to complete settlement of this matter electronically, then the Purchaser will pay to the Vendor the sum of \$330.00 (inclusive of GST) on Completion in addition to the Purchase Price.
- 60.5. Settlement is given to have taken place when the financial settlement has been completed and finalised.
- 60.6. Any notice served on either the Vendor or the Purchaser in the electronic workspace must also be served in accordance with the conditions of this Contract relating to service of notices.

## **61. SANTA CLAUSE**

- 61.1. Notwithstanding anything else contained herein to the contrary, if settlement has not taken place by 18 December within the year of settlement, then the due date for settlement as identified within the Contract shall be amended to no earlier than 18 January of the following year unless agreed otherwise by both parties in writing. Neither party shall be deemed to be in default or liable for any penalty for the period between 18 December the year of settlement and 18 January the following year.

## **62. BUILDING CERTIFICATE**

- 62.1. Where applicable, if the Vendor does not supply or currently have a building certificate issued under the *Environmental Planning and Assessment Act 1979* (NSW) for the improvements on the Property, the Purchaser is not entitled to:
- 62.1.1. have the Property inspected for the purposes of obtaining a building certificate or apply for a building certificate before Completion;
- 62.1.2. require the Vendor to apply for or do anything to obtain a building certificate;
- 62.1.3. require the Vendor to comply with local council's requirements for the issue of a building certificate.
- 62.2. Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a building certificate for the improvements on the Property.

**63. FIRB**

- 63.1. The Purchaser warrants that the Purchaser has obtained, or that the Purchaser is not required to obtain, any consent or approval from the Commonwealth Treasurer under the *Foreign Acquisitions and Takeovers Act 1976* (Cth) and *Foreign Acquisitions and Takeovers Regulation 1989* (Cth) necessary to purchase the Property.

## **SCHEDULE 1 – DEFINITIONS**

The following words have these meanings unless the contrary intention appears:

<b>Authority</b>	means the Local Council, Principal Certifying Authority, and any government, semi government, statutory public or other authority having jurisdiction over the land or charged with the administration of any applicable law.
<b>Agent</b>	means the Vendor's Agent named on page 1 of this Contract.
<b>Claim</b>	means any claim, objection, requisition, delay in completion, attempted rescission or attempted termination.
<b>Completion Date</b>	means the date on the front page of this Contract.
<b>Contaminant</b>	means any substance the presence of which: <ol style="list-style-type: none"><li>1. is a significant risk of harm to human health or the environment;</li><li>2. breaches any Law;</li><li>3. hazardous substances including asbestos; or</li><li>4. could result in a relevant Authority issuing a work order requiring the substance be remediated or removed from the Property.</li></ol>
<b>Contamination</b>	means the existence of a Contaminant on or affecting the Property.
<b>Contract</b>	means this Contract, which includes the Standard Form, the Special Conditions, and any schedules, exhibits and annexures.
<b>Council</b>	means the relevant local consent Authority.
<b>Damage</b>	means any claim, action, loss, damage, cost, liability, expense or payment.
<b>FIRB</b>	means the Foreign Investment Review Board.
<b>GST</b>	has the meaning given in the GST Law.
<b>GST Law</b>	has the meaning given to that term in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) (as amended) and any regulation made under that GST Act.
<b>Guaranteed Obligations</b>	means the Purchaser's obligations under the Contract.
<b>Guarantor</b>	means each guarantor as identified in this Contract as guarantor.

<b>Inclusions</b>	means the inclusions to be sold as part of the Property and that are described at page 1 of this Contract.
<b>Liability</b>	includes any Cost arising from or in connection with a threatened or actual claim or any other liability, cost, claim, action, allegation, suit, demand, cause of action or proceedings.
<b>Loss</b>	means any loss, damage, penalty, fine, expense or cost.
<b>Objection</b>	means any objection, requisition or Claim, or any refusal to complete this Contract, or any action or attempt to rescind or terminate this Contract, or any action or attempt to delay Completion of this Contract.
<b>Prohibited Entity</b>	means any person or entity which: <ol style="list-style-type: none"> <li>1. is a terrorist organisation as defined in Part 5.3 of the <i>Criminal Code Act 1995</i>;</li> <li>2. is named or otherwise listed by the Minister for Foreign Affairs as a terrorist, or member of a terrorist organisation on the website of the Australian Department of Foreign Affairs and Trade.</li> </ol>
<b>Property</b>	Means the property listed and described on page 1 of this Contract.
<b>Services</b>	means all water, drainage, sewerage, gas, electricity and phone services.
<b>Standard Conditions</b>	means the standard clauses of the NSW Law Society Contract for Sale of Land 2022 edition.
<b>Special Conditions</b>	means these conditions.
<b>Vendor's Lawyer</b>	means Terzon Group Legal Pty Ltd of Suite 201/9, 29-31 Solent Circuit, Norwest NSW 2153.

## **SCHEDULE 2 – RULES OF INTERPRETATION**

1. Headings are for convenience only and do not affect interpretation.
2. Words importing the singular number shall include the plural number.
3. Words implying any gender shall include the other gender.
4. Any expression importing a natural person includes a body corporate, partnership, joint venture, association, or any other legal entity.
5. A reference to a person includes a reference to that person's executors, administrators, successors, substitutes (including but not limited to, persons taking by novation) and assigns, including any company, partnership, joint venture, association, corporation or any other body corporate or governmental, semi-governmental, administrative, physical or juridical body, department commission, authority, tribunal, agency or entity.
6. Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability and is severed.
7. Clause, paragraph or sub clause means a clause, paragraph or sub clause, respectively of this Contract.
8. Unless stated otherwise, one provision does not limit the effect of another.
9. Each clause, sub-clause and Special Conditions of this Contract shall be severable from each other clause, sub-clause and Special Conditions and the invalidity or unenforceability of any clause, sub-clause or Special Conditions for any reason shall not prejudice or in any way affect the validity or enforceability of any other clause, sub-clause or Special Conditions.
10. A reference to a Solicitor includes a party's representative if named in this Contract.
11. A reference to this Contract includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this Contract.
12. Any document will be deemed served on the business day on which it is received unless it is received after 5.00pm in which case it will be taken to have been served on the commencement of the next business day.
13. Where a document is served on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.
14. If any Document annexed to this agreement is replaced or added to then the relevant definition thereafter refers to the document as so replaced or added to.
15. The Special Conditions prevail in the event of inconsistency between the Special Conditions and the Standard Clauses.
16. The Contract is governed exclusively by the laws and the Courts of the state of New South Wales.
17. If before the contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's Solicitor, was attached to this Contract by or on behalf of the Purchaser or the Purchaser's Solicitor, the persons attaching the document or copy did so as agent of the Vendor.

18. The parties authorise their Lawyers to make any changes or alterations necessary to give effect to this Contract.
19. For the purpose of this Contract, the substance of all material contained in any document attached to, or referred to in this Contract is disclosed in this Contract.
20. All provisions of this Contract intended to have application after completion will continue to apply. Those rights and obligations of the parties will not merge upon completion of this Contract.
21. This contract constitutes the entire agreement between the parties concerning the subject matter of the agreement and all previous agreements, undertakings and negotiations on that subject matter cease to have effect.
22. No representations undertakings or conditions have been made, given or stipulated by or on behalf of the Vendor except as they appear in this Contract.

### **SCHEDULE 3 – AMENDMENTS TO STANDARD CONDITIONS**

1. The definition of “work order” is amended by inserting the words “*in writing issued by a competent authority*” after the word “order”;
2. The definition of “deposit holder” is amended to read “*Vendor’s Solicitor*”;
3. Standard Condition 2.2 is amended by deleting the words “*Normally*”;
4. Standard Condition 2.4 is amended by deleting the words “*by giving cash (up to \$2,000) or*”;
5. Standard Condition 2.8 is deleted;
6. Standard Condition 2.9 is amended by inserting the words “*if the deposit is forfeited to the vendor, then all of the interest accrued on the deposit is paid to the vendor*” after the words at the end of the clause;
7. Standard Condition 3 is deleted;
8. Clause 4.3 is deleted and replaced with “*the purchaser must serve a form of transfer naming only the purchaser as transferee*”;
9. Standard Condition 5.2.1 is amended by deleting the words “*property or*”;
10. Standard Condition 5.2.3 is deleted;
11. Standard Condition 6 is deleted;
12. Standard Condition 7 is deleted;
13. Standard Condition 8.1.1 is amended by deleting the words “on reasonable grounds”;
14. Standard Condition 8.2 is deleted;
15. Standard Condition 10.1 is amended by adding the words “*or delay completion*” after “*or terminate*”;
16. The word “substance” was replaced with the word “existence” where appearing in Standard Condition 10.1.8 and 10.1.9;
17. The words “other than on account of the Purchaser’s breach” were inserted immediately after the word “terminated” in Standard Condition 11.2;
18. Standard Condition 13.8 is deleted;
19. Standard Condition 14.4.2 is deleted;
20. Standard Condition 17.3 is deleted;
21. Standard Condition 23.9.1 is amended by replacing the words “1%” with “5%”;
22. Standard Condition 24.3.1 is amended by deleting the words “and audited”;
23. Standard Condition 24.3.2 is deleted;
24. Standard Condition 25 is deleted;



25. Standard Condition 27 is deleted;
26. Standard Condition 28 is deleted; and
27. Standard Condition 29 is deleted.

## **SCHEDULE 4 – GUARANTEE**

1. The Guarantor:
  - 1.1. Unconditionally and irrevocably guarantees to the Vendor:
    - 1.1.1. the payment of all money payable by the Purchaser under this contract; and
    - 1.1.2. the performance of all the Purchaser's obligations under this Contract.
2. Indemnifies the Vendor against Damage incurred by the Vendor in connection with or arising from any breach or default by the purchaser obligations under this contract; and
  - 2.1. must pay on demand any money due to the Vendor under this indemnity;
  - 2.2. is jointly and severally liable with the Purchaser to the Vendor for the Purchaser's performance of its obligations under this contract;
  - 2.3. is jointly and severally liable with the Purchaser for any Loss or damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this contract; and
  - 2.4. must pay the Vendor on written demand all expenses incurred by the Vendor in respect of the Vendor's exercise of any right under this clause.
3. The Guarantor's obligations are not released, discharged or otherwise affected:
  - 3.1. Where the Vendor releases or enters into a composition with the purchaser;
  - 3.2. Where a payment made to the Vendor is later avoided; or
  - 3.3. Where the Vendor assigns or transfers the benefit of this contract.
  - 3.4. By the grant of any time, waiver, covenant not to sue or other indulgence;
  - 3.5. By the release (including the release as a part of a novation) or discharge of any person;
  - 3.6. By an arrangement, composition or compromised entered into by the Vendor, the Purchaser, the Guarantor or any other person;
  - 3.7. By an extinguishment, failure, Loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - 3.8. By any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by this contract, a statute, a court or otherwise;
  - 3.9. By payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
    - 3.9.1. By the winding-up of the Purchaser; or
    - 3.9.2. The death of the Guarantor.
4. If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.
5. If the Vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations.

**SIGNATURE PAGE FOR GUARANTOR**

CONTRACT

BETWEEN

(Vendor)

and

(Purchaser)

Property

Dated

---

Signed by the Guarantor in the presence of:

.....  
Witness

.....  
Guarantor

.....  
Print Name

.....  
Print Name

.....  
Print Address

.....  
Print Address

.....  
Witness

.....  
Guarantor

.....  
Print Name

.....  
Print Name

.....  
Print Address

.....  
Print Address



FOLIO: 2/SP94865

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/6/2025	1:01 PM	2	21/4/2021

LAND

----

LOT 2 IN STRATA PLAN 94865  
AT ORAN PARK  
LOCAL GOVERNMENT AREA CAMDEN

FIRST SCHEDULE

-----

DOROTA ZURAWSKA  
MACIEJ PAWEL ZURAWSKI  
AS JOINT TENANTS (T AQ980648)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94865  
2 SP94865 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
3 AQ980649 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP94865

SEARCH DATE	TIME	EDITION NO	DATE
3/6/2025	1:01 PM	1	24/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94865  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ORAN PARK  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF COOK COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP94865

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94865  
ADDRESS FOR SERVICE OF DOCUMENTS:  
5 MILTON CIRCUIT  
ORAN PARK NSW 2570

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED  
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- 3 DP1130969 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1159094 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1169698 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1205512 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1205512 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 8 DP1205512 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (11) IN THE S.88B INSTRUMENT
- 9 DP1205512 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (12) IN THE S.88B INSTRUMENT
- 10 DP1205512 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (13) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP94865

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 94865

LOT	ENT	LOT	ENT
-----	-----	-----	-----

STRATA PLAN 94865

LOT	ENT	LOT	ENT
-----	-----	-----	-----

1 - 500		2 - 500	
---------	--	---------	--

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

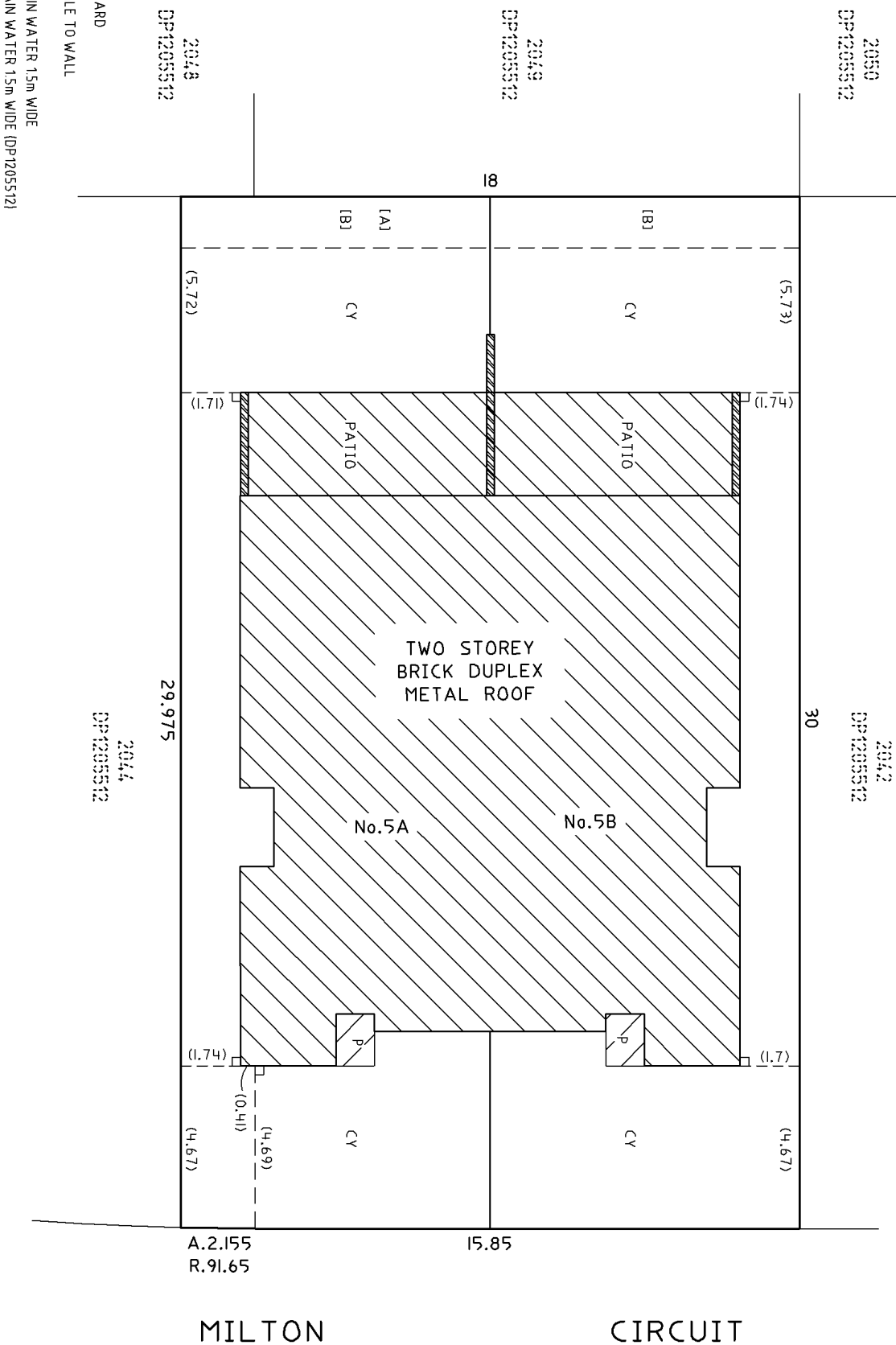
TGL: 2025:355...

PRINTED ON 3/6/2025

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

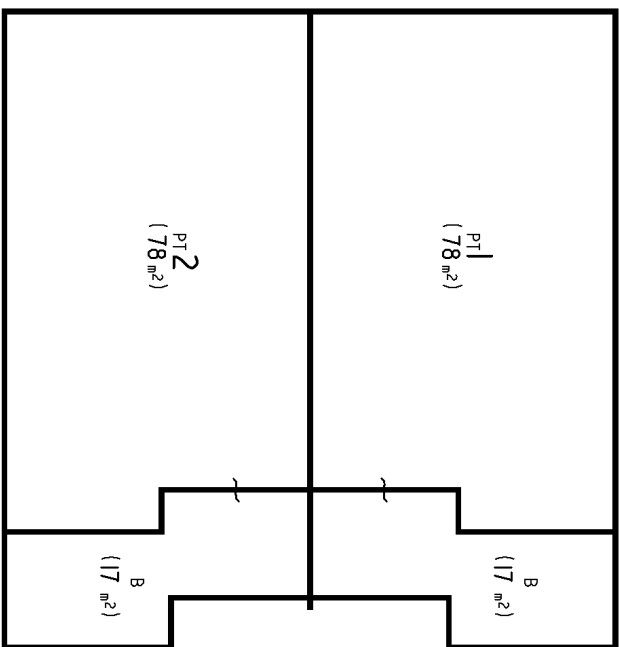


# LOCATION PLAN



SURVEYOR Name: MONY C. SENG Date: 17/08/2020 Reference: ECP1106.SP.01	PLAN OF SUBDIVISION OF LOT 2043 IN DP1205512	L.G.A.: CAMDEN Locality: ORAN PARK Reduction Ratio 1: 125 Lengths are in metres	Registered 24/03/2021	SP94865
--	---	--	--------------------------	---------



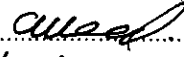
## FIRST FLOOR PLAN



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SP94865



SP FORM 3.02		<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 3 sheet(s)	
Office Use Only			Office Use Only		
Registered:  24/03/2021			<b>SP94865</b>		
<b>PLAN OF SUBDIVISION OF LOT 2043 IN DP1205512</b>			LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND		
This is <del>*FREEHOLD/LEASEHOLD</del> <b>*FREEHOLD</b> Strata Scheme					
Address for Service of Documents  5 Milton Circuit, Oran Park NSW 2570  Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option <b>A</b> / <del>B</del> Smoke penetration: Option <b>A</b> / <del>B</del> (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> ) <del>* The strata by laws lodged with the plan.</del>		
<b>Surveyor's Certificate</b>  I Mony Chan SENG ..... of EastCoast Positioning Pty Ltd ..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. <del>*The building encroaches on:</del> <del>*(a) a public place</del> <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</del>  Signature:  ..... Date: 17/08/2020 ..... Surveyor ID: ID: SU008192..... Surveyor's Reference: ECP1106.SP.01 .....  <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>			<b>Strata Certificate (Local Council)</b>  # <u>CAMDEN COUNCIL</u> ..... certifies that in regards to the strata plan with this certificate, it has made the required inspections and is satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 54 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> <del>*(b) The building encroaches on a public place, it complies with section 62(2) <i>Strata Schemes Development Act 2015</i> and the council does not object to the encroachment.</del> <del>*(c) This certificate is given on the condition that lot(s) ^ ..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del>  Certificate Reference: <u>140.2016.399.1</u> ..... Relevant Planning Approval No.: <u>DA/2016/399</u> ..... issued by: <u>CAMDEN</u> .....  Signed by: <u>Christopher Wood</u> ..... being the *Authorised Person, *General Manager Signature:  ..... Date: <u>02/02/2021</u> .....  <small># Insert the name of the local council          ^ Insert lot numbers of proposed utility lots</small>		

SP FORM 3.07 (2019)

## STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  24/03/2021

SP94865

## VALUER'S CERTIFICATE

I, \* Nathan May ..... of ..... Opteon Property Valuers .....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute .....

Class of membership: Certified Practicing Valuer .....

Membership number: 102982 .....

certify that the unit entitlements shown in the schedule herewith were apportioned  
on ....17/09/2020..... (being the valuation day) in accordance with Schedule 2 Strata  
Schemes Development Act 2015

Signature: Nathan May ..... Date 23/12/2020 .....

\* Full name, valuer company name or company address

## SCHEDULE OF UNIT ENTITLEMENT

~~PROPOSED~~ SCHEDULE OF UNIT ENTITLEMENT

LOT No.	U.E.
1	500
2	500
Total	1000

Surveyor's Reference: ECP1106.SP.01

SP FORM 3.08 (Annexure)

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 3 of 3 sheet(s)

Registered:



24/03/2021

Office Use Only

Office Use Only

**SP94865**

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

**SCHEDULE OF STREET ADDRESSES**

Lot	No.	Street/Road Name	Suburb	State	Postcode
1	5B	Milton Circuit	Oran Park	NSW	2570
2	5A	Milton Circuit	Oran Park	NSW	2570
CP	38	Gould Ave	St Ives	NSW	2075
CP		Milton Circuit	Oran Park	NSW	2570

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 & SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT ACT 1973) IT IS INTENDED TO CREATE:

1. Easement to drain water 1.5 wide (A)

Name: Nader Mehrjerdi (owner)

Witnessed

Sign: Nader Mehrjerdi

Name: Sean Rabiri

Address: 38 Gould Ave

St Ives Chase 2075

Sign: [Signature]

**MORTGAGEE**

EXECUTED by COMMONWEALTH BANK  
OF AUSTRALIA TRADING AS BANKWEST  
ABN: 48 123 123 124 by it's duly  
constituted attorney under power  
of attorney no. Book 4636 No. 703

Dated 7th August 2012 who at the date  
hereof had no notice of revocation of such  
power of attorney in the presence of:

[Signature]  
An Officer of the Bank

Shelley Bodley  
Witness name  
G- 300 Murray St  
Perth WA 6000  
Ph: 08 93696480

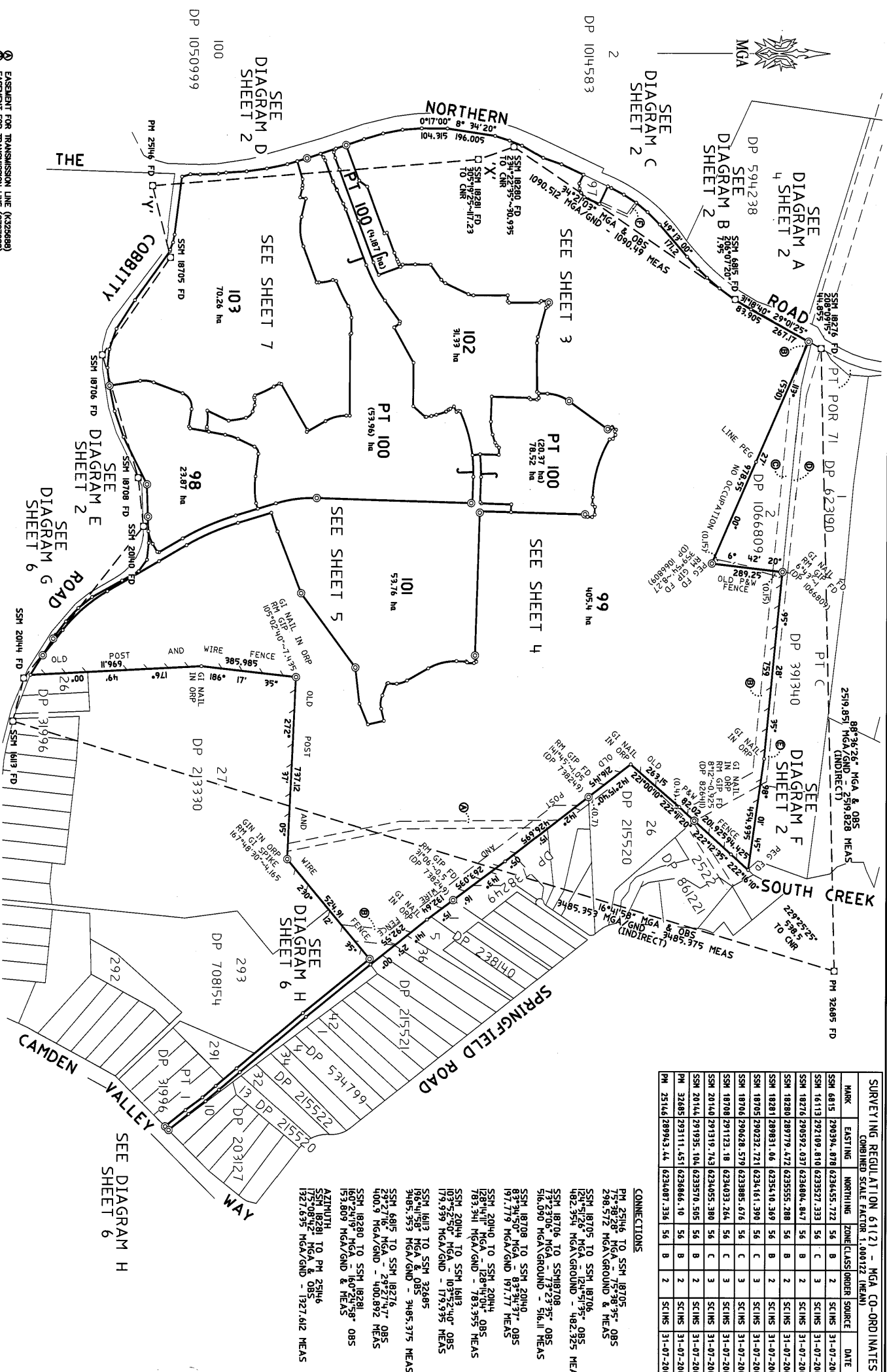
by its attorney:

[Signature]  
Signature

Tracey Ann Arnett  
Name, Group Lending Services Bankwest

[Signature]  
Title

[Signature]  
Camden Council Authorised Person



SURVEYING REGISTRATION 6112) - MGA CO-ORDINATES						
COMBINED SCALE FACTOR: 1.000122 (MEAN)						
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE
SM 6113	290394.878	6263455.722	56	B	2	SCINS
SM 16131	292109.819	6263455.333	56	B	3	SCINS
SM 18276	290592.037	6263460.847	56	B	2	SCINS
SM 18280	286779.472	6263555.288	56	B	2	SCINS
SM 18281	289891.06	626354.369	56	B	2	SCINS
SM 18705	290232.721	626341.390	56	B	2	SCINS
SM 18708	290628.579	6263805.676	56	C	3	SCINS
SM 18708	291123.81	6263803.264	56	C	3	SCINS
SM 20140	297419.743	62634055.380	56	C	3	SCINS
SM 22445	291935.104	6263370.505	56	B	2	SCINS
SM 22445	292111.6571	6263366.6	56	B	2	SCINS
PM 25164	289934.44	6264087.334	56	B	2	SCINS

## CONNECTIONS

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

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

SSM 18706 TO SSM18708  
73°23'06" MGA - 73°23'35" OBS  
516.090 MGA\GROUND - 516.11 MEAS

SSM 18708 TO SSM 20140  
83°34'50" MGA - 83°34'37" OBS  
197.779 MGA/GND 197.77 MEAS

SSM 20140 TO SSM 20144  
128°14'11" MGA - 128°14'04" OBS  
783.341 MGA/GND - 783.355 MEAS

SSM 16113 TO SSM 32685  
SSM 16014 TO SSM 16113  
103°52'50" MGA - 103°52'40" OBS  
179.939 MGA/GND - 179.935 MEAS

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

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

SSM 18281 TO PH 2546  
175°08'42" MGA & OBS  
1327.635 MGA/GND - 1327.612 MEAS

The graph shows a sharp increase in the number of people with a university degree from 1970 to 1990. The number of people with a university degree rose from approximately 1.5 million in 1970 to about 4.5 million in 1990.

WAY

## DIAGRAM H

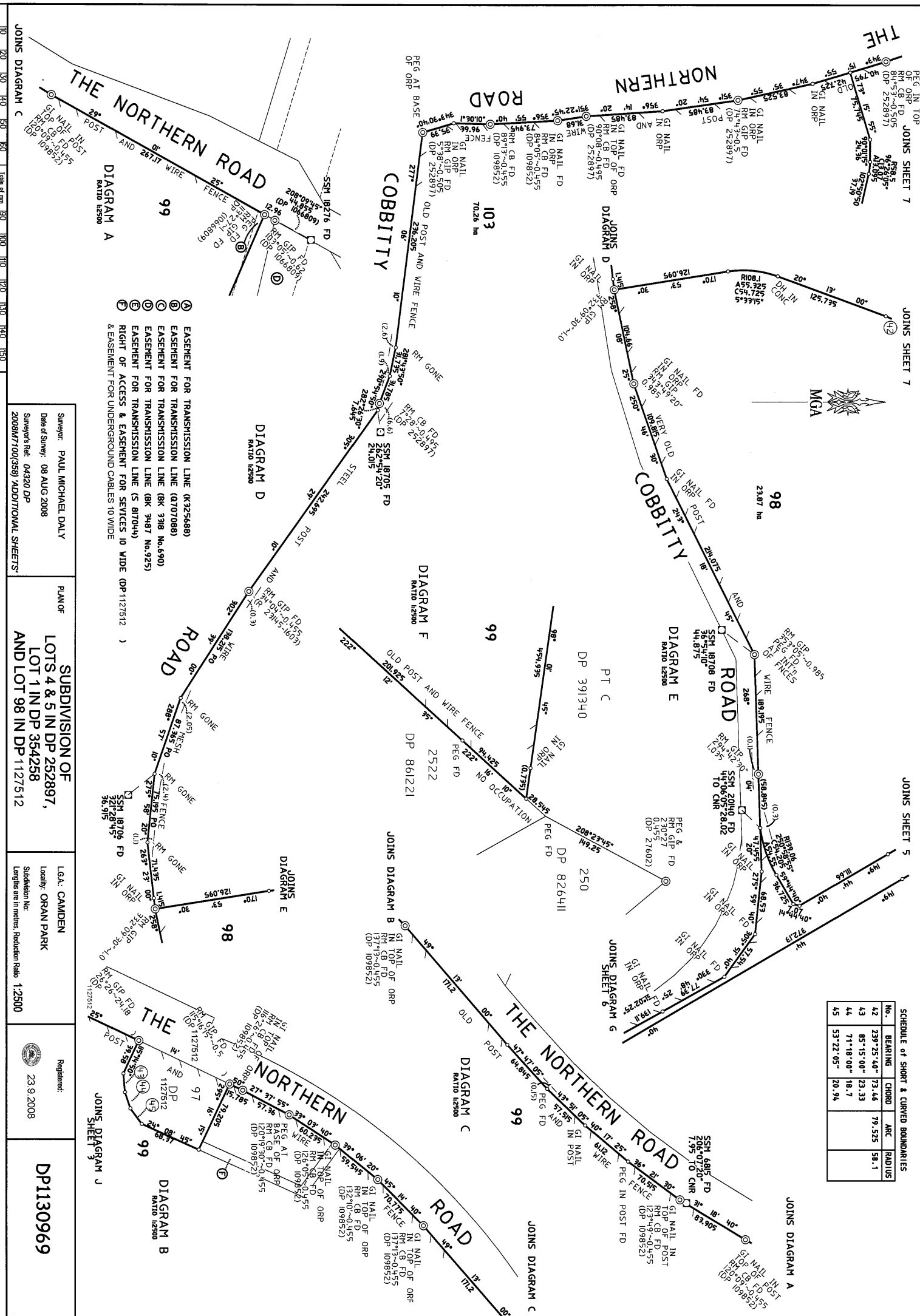
HEET 6



DP1130969 P

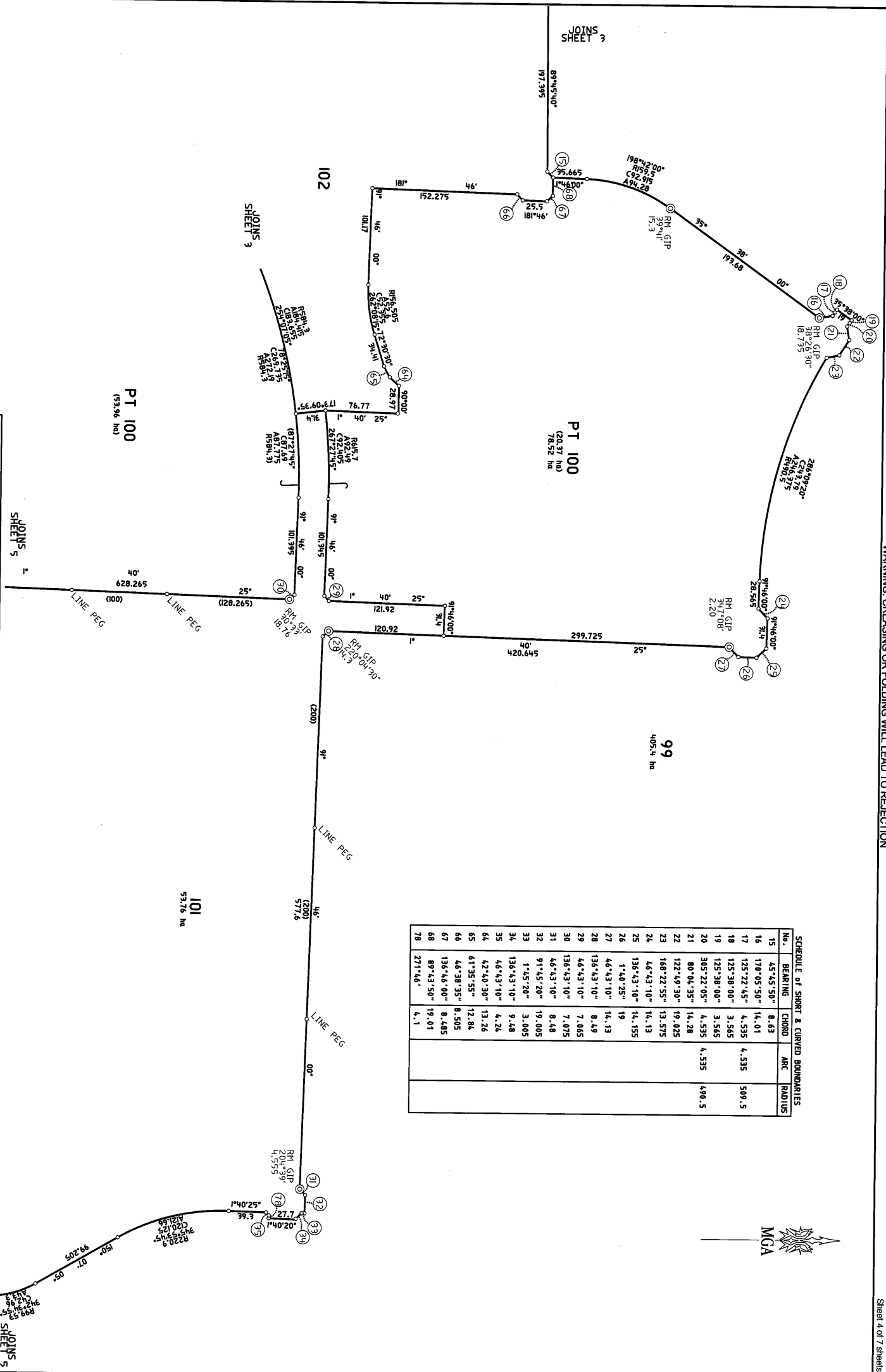
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No.	BEARING	CHORD	ARC	RADIUS
42	239°25'.40"	73.46	79.525	58.1
43	85°15'.00"	23.33		
44	71°18'.00"	18.7		
45	53°22'.05"	20.94		





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	4.535	490.5
21	80°04'35"	14.28		
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		
36	42°40'30"	13.26		
37	61°35'55"	12.84		
38	46°38'35"	8.505		
39	136°46'00"	8.485		
40	89°43'50"	19.01		
41	271°46'	4.1		

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

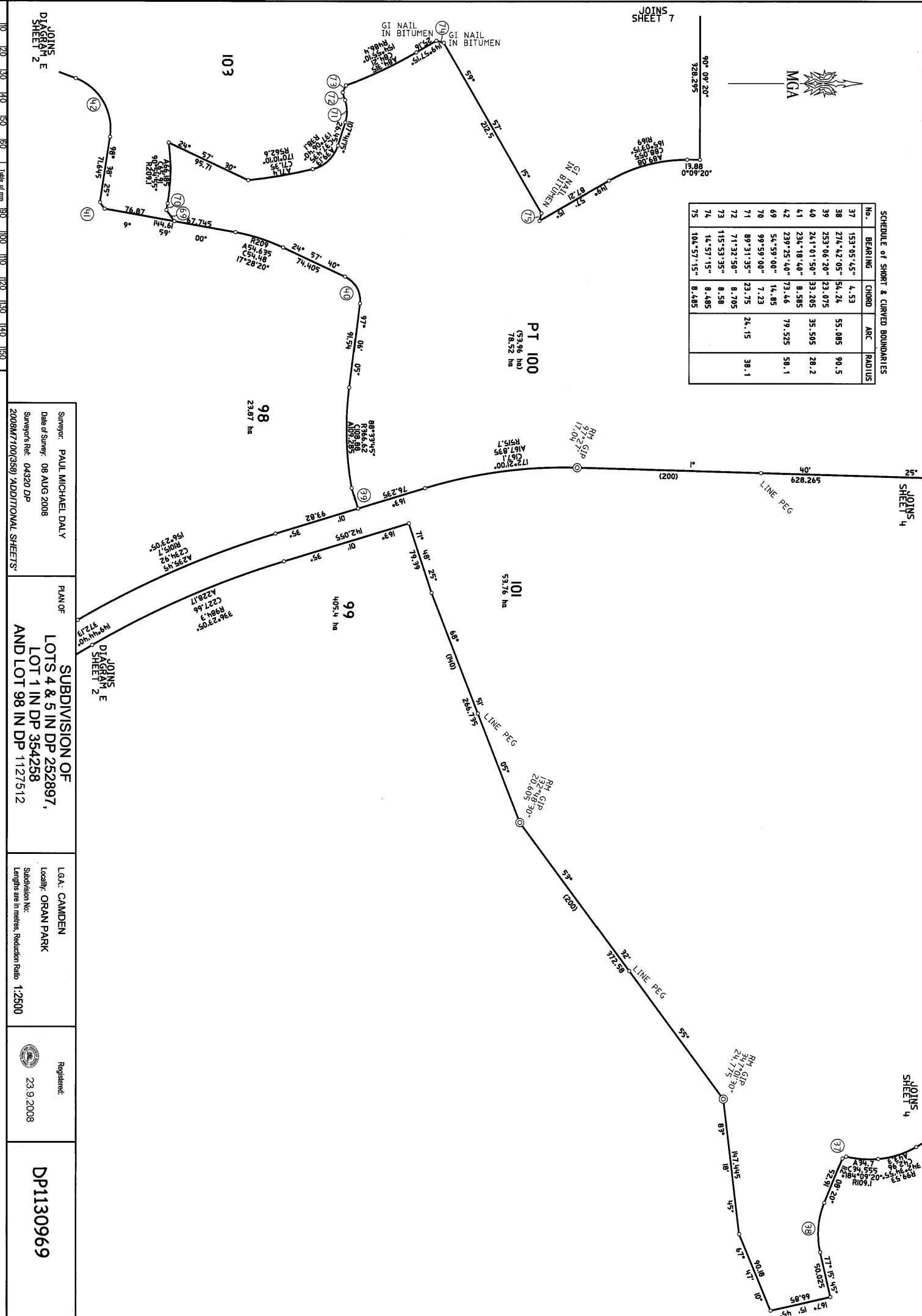
PLAN OF  
SUBDIVISION OF  
LOTS 4 & 5 IN DP 252897,  
LOT 1 IN DP 354258  
AND LOT 98 IN DP 1127512

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

PLAN OF

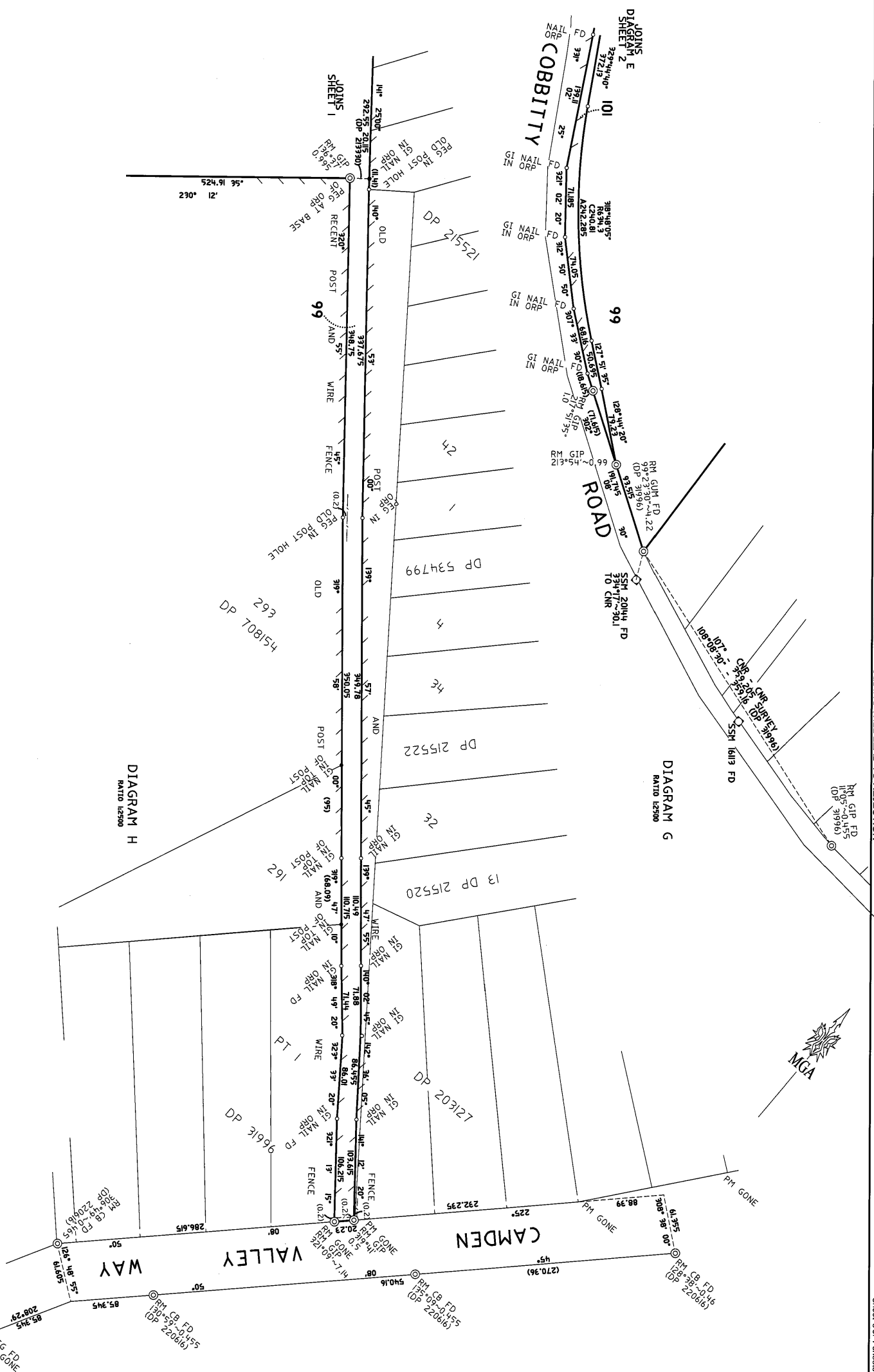
SUBDIVISION OF  
LOTS 4 & 5 IN DP 252897,  
LOT 1 IN DP 354258  
AND LOT 98 IN DP 1127512

LGA: CAMDEN  
Locality: ORAN PARK  
Subdivision No:

Registered:  
23.9.2008

DP1130969





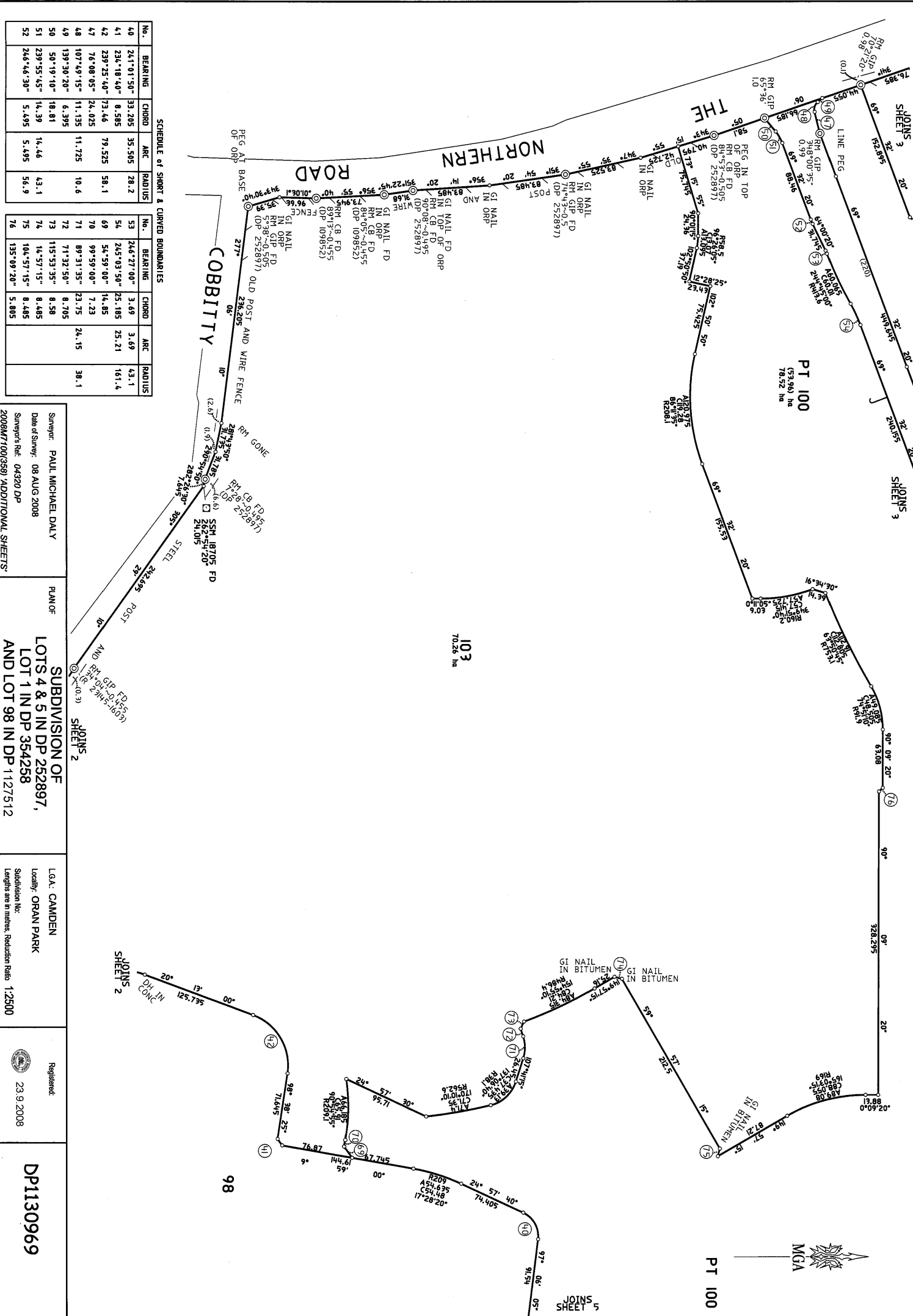
Surveyor: BENJAMIN JOHN CUMMINS  
Date of Survey: 08 AUG 2008  
Surveyor's Ref: 04320 DP  
2008M7100(358) ADDITIONAL SHEETS

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
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
72	71°32'50"	8.705		
73	115°53'35"	8.58		
74	14°57'15"	8.485		
75	104°57'15"	8.485		
76	135°09'20"	5.805		

Surveyor: PAUL MICHAEL DALY Date of Survey: 08 AUG 2008 Surveyor's Ref: 04320 DP 2008M7100(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
--	---	--	--------------------------	-----------

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

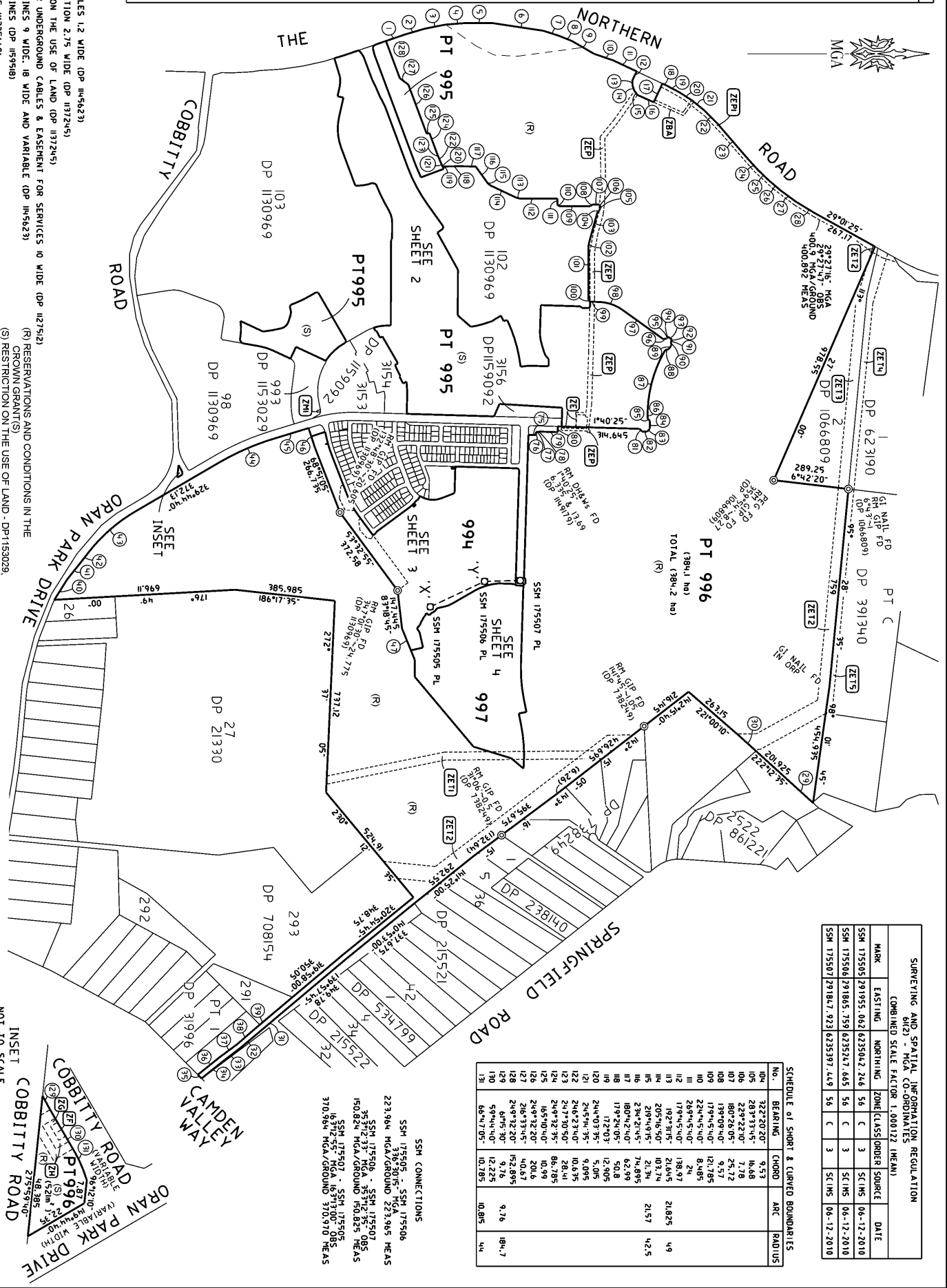
(if insufficient space use Plan Form 6A annexure sheet)

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

\*OFFICE USE ONLY

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

1	34°06'05"	76.385		
2	34°34'05"	80.67		
3	34°51'05"	80.67		
4	35°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°52'05"	30.53		
11	57°05'35"	23.37		
12	67°05'35"	16.7		
13	77°05'35"	10.67		
14	87°05'35"	7.094		
15	97°05'35"	4.637		
16	107°05'35"	3.094		
17	117°05'35"	2.094		
18	127°05'35"	1.425		
19	137°05'35"	0.973		
20	147°05'35"	0.643		
21	157°05'35"	0.425		
22	167°05'35"	0.271		
23	177°05'35"	0.167		
24	187°05'35"	0.106		
25	197°05'35"	0.071		
26	207°05'35"	0.046		
27	217°05'35"	0.031		
28	227°05'35"	0.021		
29	237°05'35"	0.014		
30	247°05'35"	0.009		
31	257°05'35"	0.006		
32	267°05'35"	0.004		
33	277°05'35"	0.003		
34	287°05'35"	0.002		
35	297°05'35"	0.001		
36	307°05'35"	0.001		
37	317°05'35"	0.001		
38	327°05'35"	0.001		
39	337°05'35"	0.001		
40	347°05'35"	0.001		
41	357°05'35"	0.001		
42	367°05'35"	0.001		
43	377°05'35"	0.001		
44	387°05'35"	0.001		
45	397°05'35"	0.001		
46	407°05'35"	0.001		
47	417°05'35"	0.001		
48	427°05'35"	0.001		
49	437°05'35"	0.001		
50	447°05'35"	0.001		
51	457°05'35"	0.001		
52	467°05'35"	0.001		
53	477°05'35"	0.001		
54	487°05'35"	0.001		
55	497°05'35"	0.001		
56	507°05'35"	0.001		
57	517°05'35"	0.001		
58	527°05'35"	0.001		
59	537°05'35"	0.001		
60	547°05'35"	0.001		
61	557°05'35"	0.001		
62	567°05'35"	0.001		
63	577°05'35"	0.001		
64	587°05'35"	0.001		
65	597°05'35"	0.001		
66	607°05'35"	0.001		
67	617°05'35"	0.001		
68	627°05'35"	0.001		
69	637°05'35"	0.001		
70	647°05'35"	0.001		
71	657°05'35"	0.001		
72	667°05'35"	0.001		
73	677°05'35"	0.001		
74	687°05'35"	0.001		
75	697°05'35"	0.001		
76	707°05'35"	0.001		
77	717°05'35"	0.001		
78	727°05'35"	0.001		
79	737°05'35"	0.001		
80	747°05'35"	0.001		
81	757°05'35"	0.001		
82	767°05'35"	0.001		
83	777°05'35"	0.001		
84	787°05'35"	0.001		
85	797°05'35"	0.001		
86	807°05'35"	0.001		
87	817°05'35"	0.001		
88	827°05'35"	0.001		
89	837°05'35"	0.001		
90	847°05'35"	0.001		
91	857°05'35"	0.001		
92	867°05'35"	0.001		
93	877°05'35"	0.001		
94	887°05'35"	0.001		
95	897°05'35"	0.001		
96	907°05'35"	0.001		
97	917°05'35"	0.001		
98	927°05'35"	0.001		
99	937°05'35"	0.001		
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103	977°05'35"	0.001		



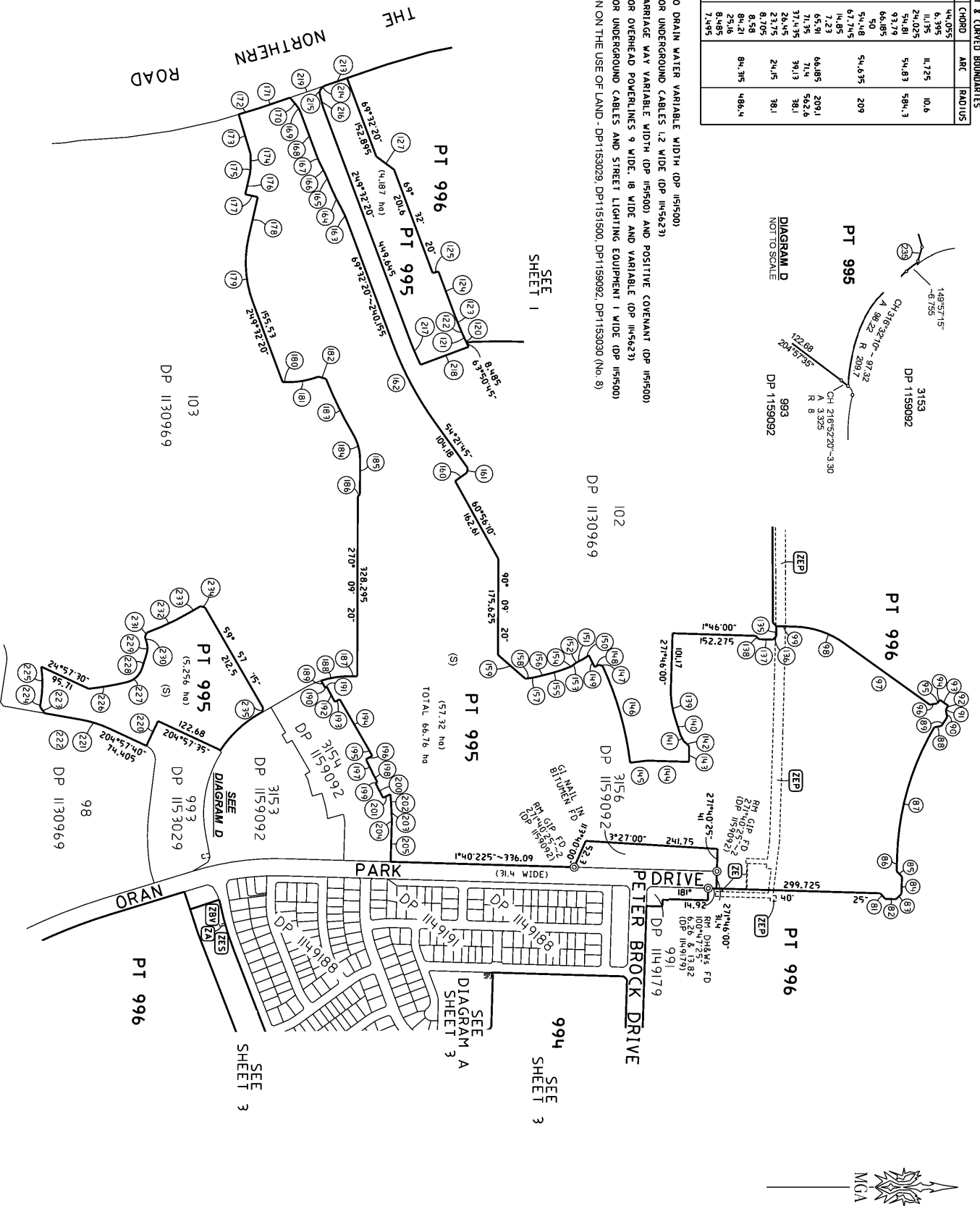
SCHEDULE OF SHORT & CURVED BOUNDARIES				
NO.	BEARING	CHORD	ARC	RADIUS
213	304°06'05"	50,055		
214	319°49'15"	6,395		
215	267°14'49.15"	11,395	11,725	10.6
216	156°06'05"	24,025		
217	246°51'	54,81	54,813	5494.3
218	256°06'05"	50,055		
219	156°06'05"	50		
220	156°06'25"	50		
221	171°28'20"	54,448	54,445	209
222	189°59'	61,7445		
223	234°59'	14,95		
224	219°59'	7.33		
225	270°04'54"	65.91	66,185	209.1
226	350°00'10"	71.95	71.4	542.6
227	371°06'04"	371.35	361.3	381.1
228	287°14'49.15"	26.94		
229	267°14'49.15"	6.705	24.15	381.1
230	246°51'30"	8.58		
231	295°53'35"	8.58		
232	334°55'10"	84.21		
233	329°59'10"	25.16	84.35	486.4
234	14°57'15"	7.445		
235	104°57'15"	7.445		

2A EASEMENT TO DRAIN WATER VARIABLE  
 2B EASEMENT FOR UNDERGROUND CABLES  
 2BV RIGHT OF CARRIAGE WAY VARIABLE  
 2EP EASEMENT FOR OVERHEAD POWERLINING  
 2ES EASEMENT FOR UNDERGROUND CABLES  
 (S) RESTRICTION ON THE USE OF LAND

213 214 216 215 219 171 170 172

69°3'

THE  
 NORTHERN  
 ROAD



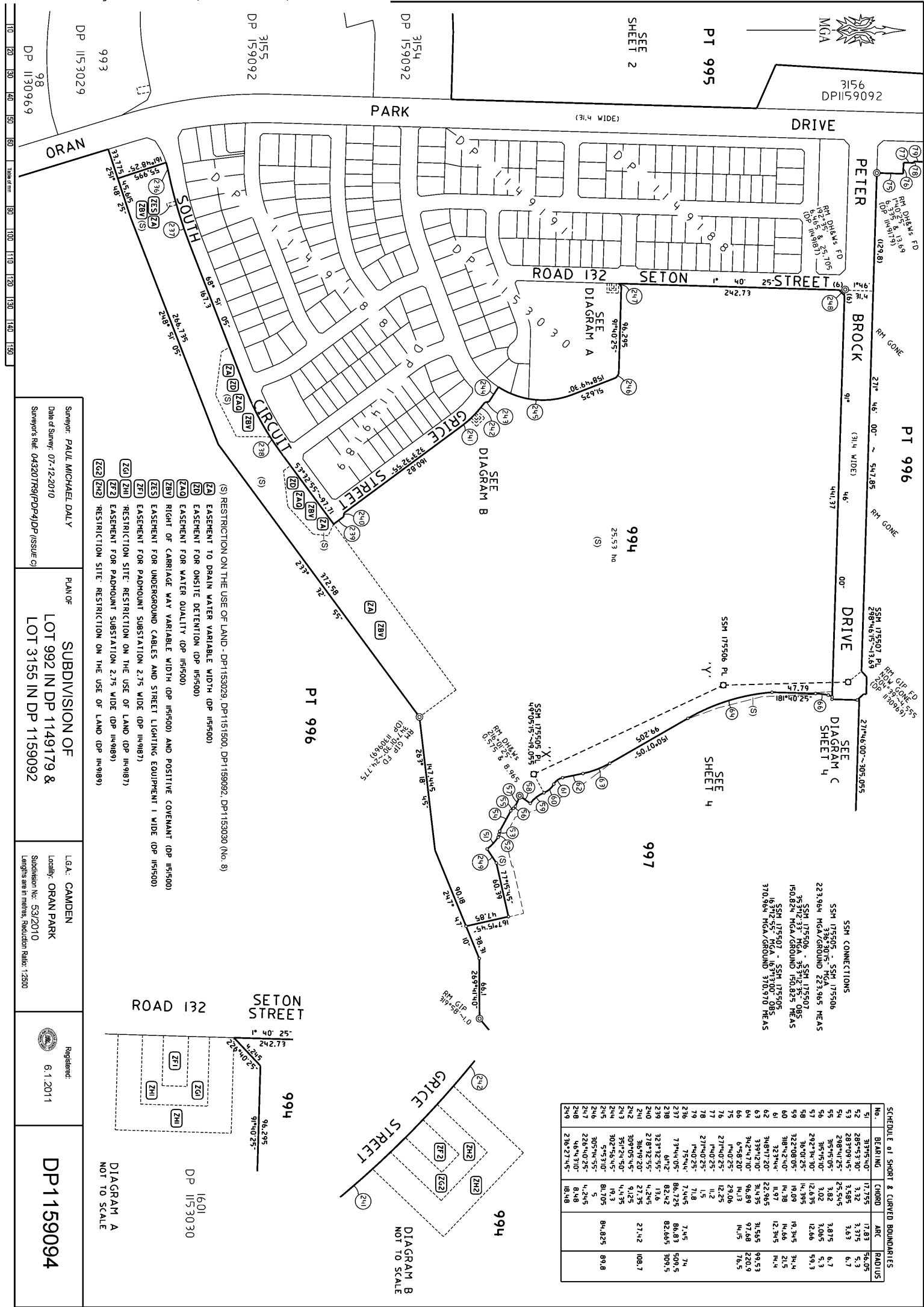
Surveyor: PAUL MICHAEL DALY  
Date of Survey: 07-12-2010  
Surveyor's Ref: 04320TR9(PDP4)D

SUBDIVISION OF  
LOT 992 IN DP 1149179 8  
LOT 3155 IN DP 1159092

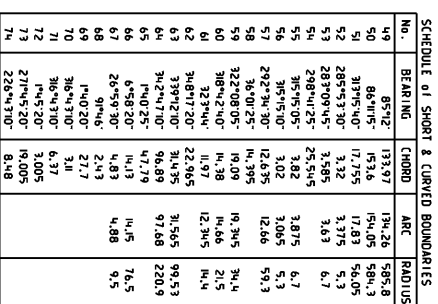
L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 53/2010

Registered:  
6.1.2011

DP1159094



SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
51	317°54'00"	17.755	17.83	56.05
52	285°53'30"	3.32	3.375	5.3
53	287°09'45"	3.585	3.63	6.7
54	298°41'25"	25.545		
55	365°45'05"	3.82	3.875	6.7
56	365°45'10"	3.02	3.065	5.3
57	292°34'30"	12.835	12.86	59.3
58	365°45'10"	18.395	18.345	39.4
59	365°45'10"	18.395	18.345	39.4
60	365°45'10"	18.395	18.345	39.4
61	365°45'10"	18.395	18.345	39.4
62	365°45'10"	18.395	18.345	39.4
63	365°45'10"	18.395	18.345	39.4
64	365°45'10"	18.395	18.345	39.4
65	365°45'10"	18.395	18.345	39.4
66	365°45'10"	18.395	18.345	39.4
67	365°45'10"	18.395	18.345	39.4
68	365°45'10"	18.395	18.345	39.4
69	365°45'10"	18.395	18.345	39.4
70	365°45'10"	18.395	18.345	39.4
71	365°45'10"	18.395	18.345	39.4
72	365°45'10"	18.395	18.345	39.4
73	365°45'10"	18.395	18.345	39.4
74	365°45'10"	18.395	18.345	39.4
75	365°45'10"	18.395	18.345	39.4
76	365°45'10"	18.395	18.345	39.4
77	365°45'10"	18.395	18.345	39.4
78	365°45'10"	18.395	18.345	39.4
79	365°45'10"	18.395	18.345	39.4
80	365°45'10"	18.395	18.345	39.4
81	365°45'10"	18.395	18.345	39.4
82	365°45'10"	18.395	18.345	39.4
83	365°45'10"	18.395	18.345	39.4
84	365°45'10"	18.395	18.345	39.4
85	365°45'10"	18.395	18.345	39.4
86	365°45'10"	18.395	18.345	39.4
87	365°45'10"	18.395	18.345	39.4
88	365°45'10"	18.395	18.345	39.4
89	365°45'10"	18.395	18.345	39.4
90	365°45'10"	18.395	18.345	39.4
91	365°45'10"	18.395	18.345	39.4
92	365°45'10"	18.395	18.345	39.4
93	365°45'10"	18.395	18.345	39.4
94	365°45'10"	18.395	18.345	39.4
95	365°45'10"	18.395	18.345	39.4
96	365°45'10"	18.395	18.345	39.4
97	365°45'10"	18.395	18.345	39.4
98	365°45'10"	18.395	18.345	39.4
99	365°45'10"	18.395	18.345	39.4
100	365°45'10"	18.395	18.345	39.4



DP1159094

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

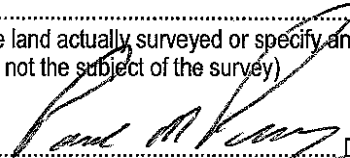
County: CUMBERLAND

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*

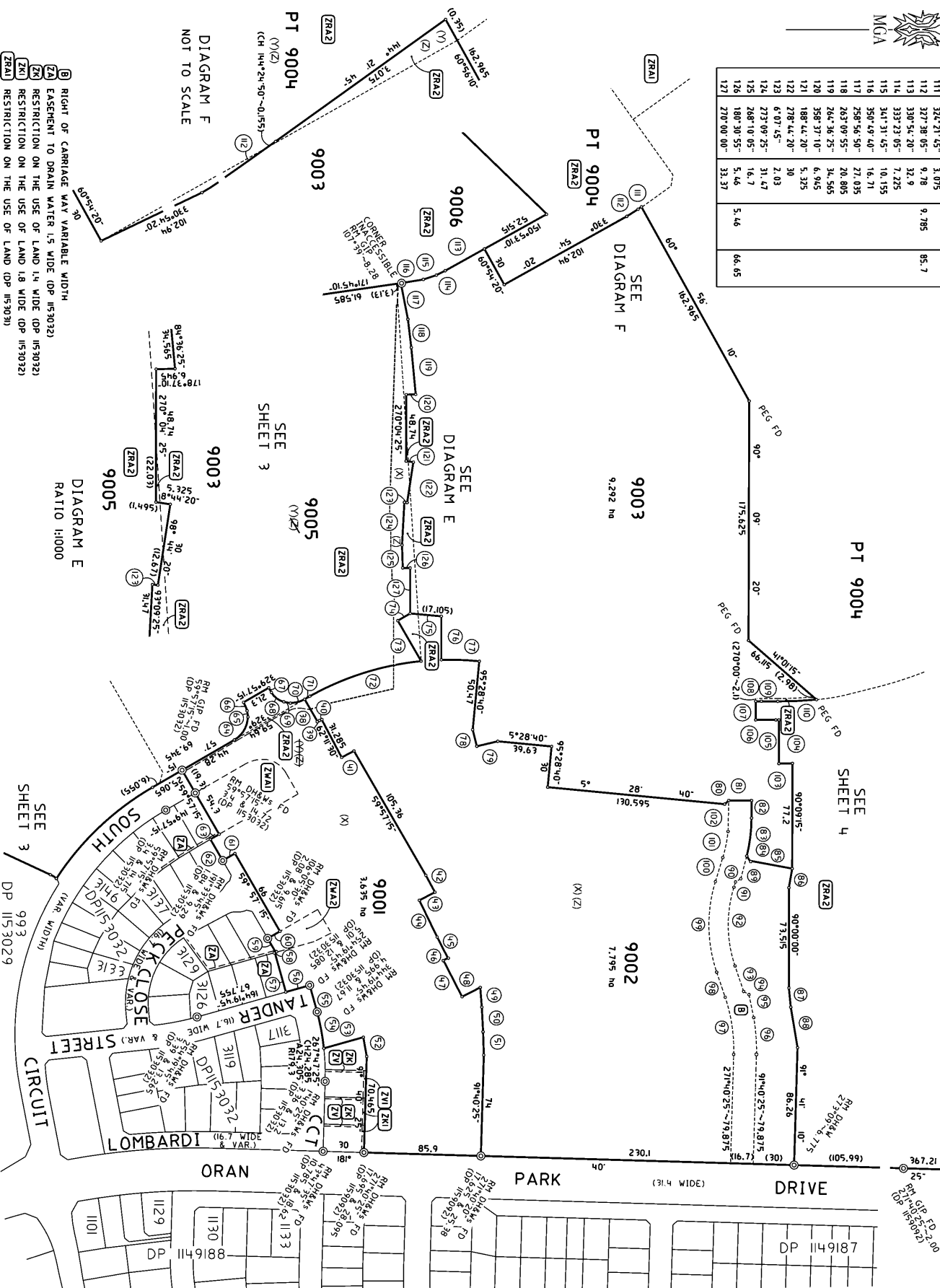
*MB*





SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DISTANCE	RADIUS
110	177°23'50"	28.44	295.5
111	324°21'45"	3.075	
112	327°38'05"	9.78	
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)  
(X) RESTRICTION ON THE USE OF LAND (DP1159094)  
(Z) 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	
41	152°11'30"	10.21	
42	61°34'30"	14.145	
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	349°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	
65	251°40'25"	0.96	
66	247°26'20"	6.75	
67	59°57'15"	3.935	
68	37°12'50"	11.44	
69	14°28'25"	0.44	
70	357°12'50"	15	
71	349°57'15"	1.5	
72	342°06'55"	88.545	
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"	27.895	
78	76°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	
83	97°04'00"	28.09	
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	
93	71°19'40"	19.7	
94	30°54'20"	4.57	
95	78°12'25"	17.215	
96	85°55'15"	27.56	
97	26°30'05"	42.385	
98	251°19'40"	19.415	
99	269°11'20"	66.46	
100	287°02'55"	18.47	
101	287°26'45"	19.535	
102	271°23'45"	22.745	
103	359°09'40"	10	
104	90°09'15"	32	
105	0°04'10"	0.915	
106	0°09'20"	16.175	
107	90°00'00"	13.665	
108	183°50'15"	1.03	
109	180°09'20"	15.185	

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  
RATIO 1:1000

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 V  
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DIAGRAM W  
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DIAGRAM X  
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DIAGRAM Y  
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DIAGRAM A  
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DIAGRAM B  
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DIAGRAM C  
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DIAGRAM D  
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DIAGRAM Z  
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DIAGRAM AA  
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DIAGRAM AB  
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DIAGRAM AL  
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RATIO 1:1000

DIAGRAM AU  
RATIO 1:1000

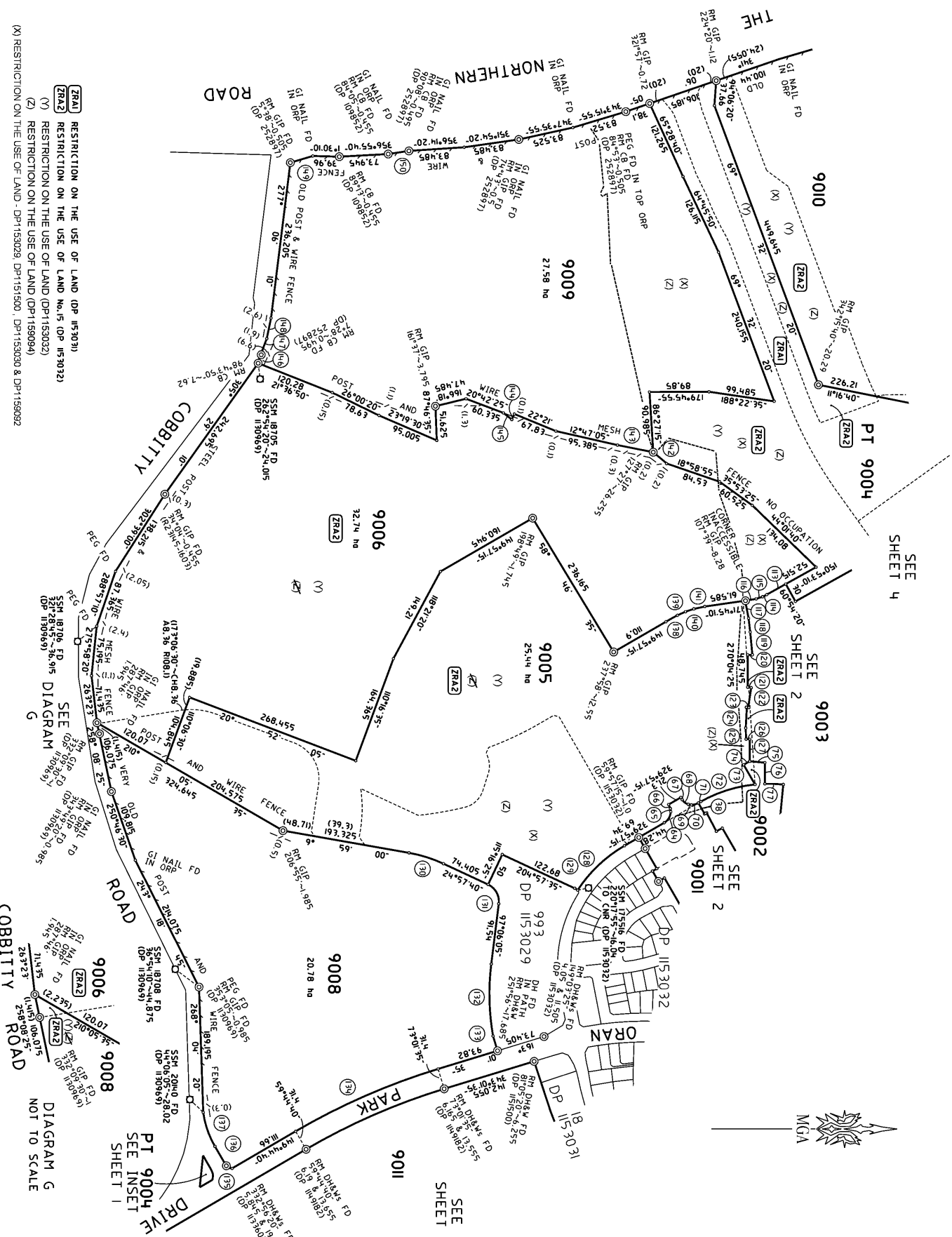
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DIAGRAM AW  
RATIO 1:1000

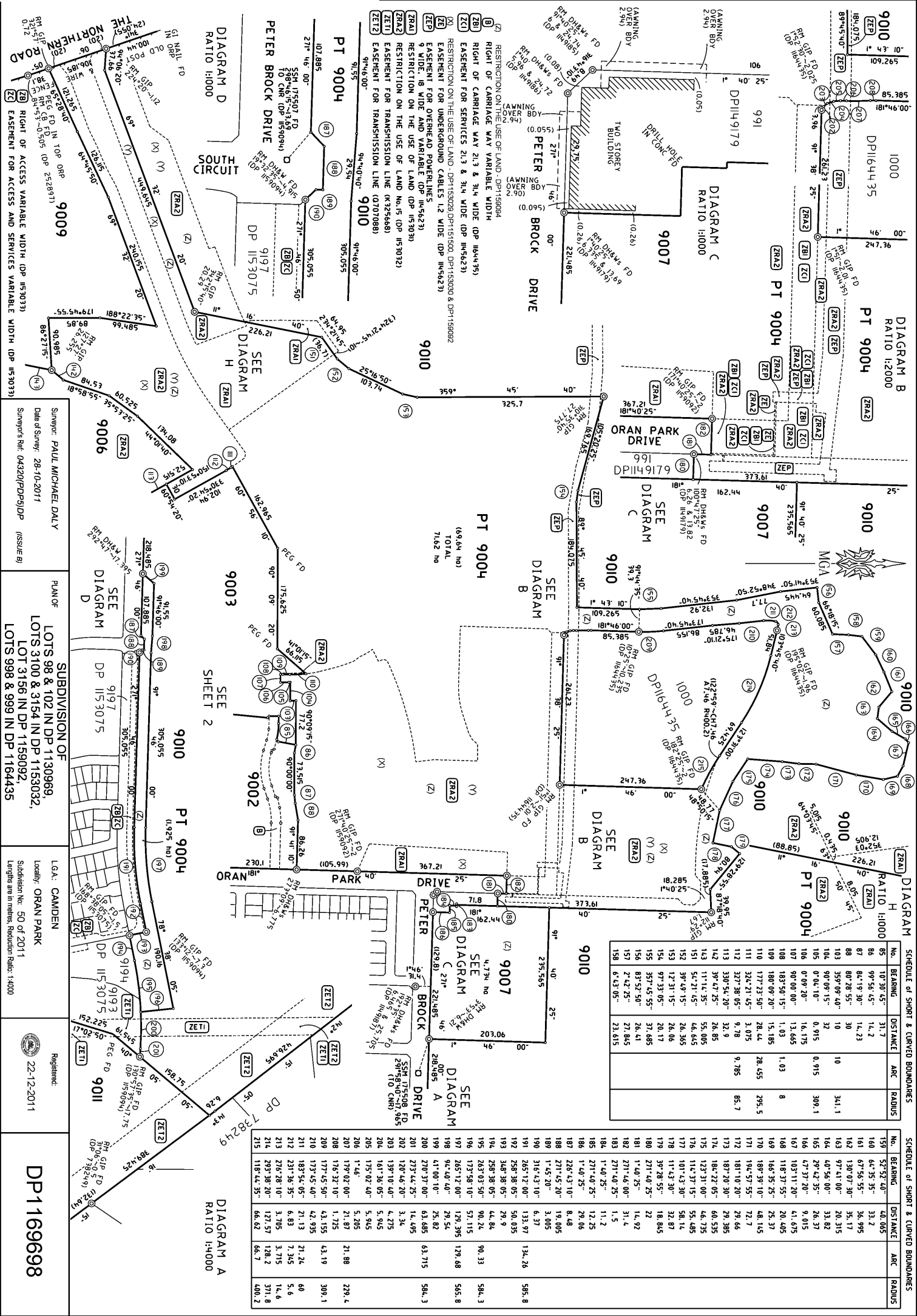
DIAGRAM AX  
RATIO 1:1000

DIAGRAM AY  
RATIO 1:1000

DIAGRAM AZ  
RATIO 1:



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	DISTANCE	ARC	RADIUS
38	S9°57'15"	19.3		
39	S25°11'15"	22.58	26.03	19.8
45	S49°40'25"	0.96	0.96	10
64	S27°56'15"	6.75	6.77	25.9
66	S49°47'20"	3.935		
67	S7°12'50"	11.44	11.75	14.8
68	34°28'15"	0.44		
69	S42°12'50"	15	15.385	19.8
70	S27°57'15"	34.3		
71	32°46'55"	88.565	89.735	210.2
72	S29°57'15"	10.325		
74	S39°57'15"	22.95		
75	S49°55"	31.935		
76	S0°00'00"	27.995		
77	S2°07'25"	27.995		
113	S30°54'20"	32.9		
114	S33°23'05"	7.725		
115	S34°31'45"	10.155		
116	S30°49'40"	16.71		
117	S28°56'50"	27.035		
118	S63°09'55"	20.805		
119	S64°36'25"	34.565		
120	S58°37'10"	6.945		
121	S88°44'20"	5.325		
122	S27°44'20"	30		
123	S6°07'45"	2.03		
124	S73°09'25"	31.47		
125	S68°10'55"	16.7		
126	S80°30'55"	5.46		
127	S27°00'00"	33.37		
128	S46°32'10"	97.32		
129	S16°52'20"	3.3		
130	S19°28'20"	54.48		
131	S1°01'50"	33.305		
132	S88°33'45"	108.88		
133	S73°06'20"	23.975		
134	S56°23'45"	23.92		
135	S16°44'40"	7.07		
136	S29°44'40"	36.725		
137	S29°58'55"	54.55		
138	S15°07'10"	13.41		
139	S61°33'35"	13.995		
140	S67°46'20"	16.915		
141	S17°45'10"	61.585		
142	S9°47'25"	26.85		
143	S11°14'35"	55.005		
144	S15°10'10"	9.2		
145	S30°08'45"	16.195		
146	S28°26'30"	7.645		
147	S29°54'50"	31.785		
148	S281°43'50"	31.325		
149	S37°30'40"	35.39		
150	S31°22'45"	31.68		



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	DISTANCE	ARC	RADIUS
85	10° 30' 45"	31.7		
86	99° 56' 45"	14.2		
87	84° 19' 30"	14.23		
88	80° 28' 55"	30		
103	359° 09' 40"	10		
104	90° 09' 15"	32		
105	0° 04' 10"	0.915		
106	0° 09' 20"	16.175		
107	90° 00' 00"	13.665		
108	183° 50' 15"	1.03		
109	180° 09' 20"	15.185		
110	177° 23' 50"	28.44		
111	324° 21' 45"	3.075		
112	327° 38' 05"	9.785		
113	330° 54' 20"	32.9		
114	39° 47' 25"	26.85		
115	11° 14' 35"	55.005		
151	54° 21' 45"	46.665		
152	39° 49' 15"	26.365		
153	12° 31' 15"	26.06		
154	97° 33' 05"	20.17		
155	357° 45' 55"	37.685		
156	83° 52' 50"	26.41		
157	2° 42' 25"	27.845		
158	6° 43' 05"	23.615		

SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	DISTANCE	ARC	RADIUS
159	53° 52' 40"	40.065		
160	64° 35' 35"	33.2		
161	67° 56' 55"	36.995		
162	130° 07' 30"	35.17		
163	97° 41' 00"	20.315		
164	40° 56' 00"	33.82		
165	29° 42' 35"	26.37		
166	47° 37' 20"	9.015		
167	103° 11' 20"	4.015		
168	118° 37' 55"	20.405		
169	166° 35' 25"	25.37		
170	189° 39' 10"	48.145		
171	194° 57' 55"	72.7		
172	181° 10' 20"	29.66		
173	187° 20' 30"	39.385		
174	184° 22' 05"	60.535		
175	123° 31' 00"	46.485		
176	114° 37' 15"	55.475		
177	101° 43' 30"	58.14		
178	117° 43' 30"	32.87		
179	39° 28' 55"	10.845		
180	211° 40' 25"	22		
181	1° 40' 25"	11.92		
182	271° 46' 00"	31.4		
183	271° 46' 25"	1.5		
184	1° 40' 25"	11.2		
185	271° 40' 25"	12.25		
186	1° 40' 25"	29.66		
187	226° 43' 10"	8.48		
188	271° 45' 20"	19.005		
189	1° 45' 20"	3.005		
190	316° 43' 10"	6.37		
191	265° 12' 00"	133.97		
192	258° 38' 05"	50.035		
193	348° 38' 05"	29.9		
194	258° 38' 05"	44.84		
195	263° 03' 50"	90.24		
196	137° 58' 10"	57.115		
197	265° 12' 00"	129.395		
198	94° 40' 40"	29.54		
199	41° 00' 10"	25.82		
200	270° 37' 00"	63.685		
201	273° 44' 25"	11.495		
202	120° 46' 20"	3.34		
203	139° 10' 40"	4.275		
204	161° 36' 05"	5.945		
205	175° 02' 40"	5.205		
206	1° 46'	5.205		
207	179° 02' 00"	21.87		
208	176° 32' 10"	11.755		
209	177° 45' 50"	43.155		
210	173° 45' 40"	42.935		
211	183° 54' 05"	21.13		
212	231° 36' 35"	6.83		
213	276° 28' 10"	3.705		
214	293° 38' 20"	127.57		
215	118° 44' 35"	66.62		

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:

Print Name:

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

Office Held

Signature:

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

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: 16th 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:

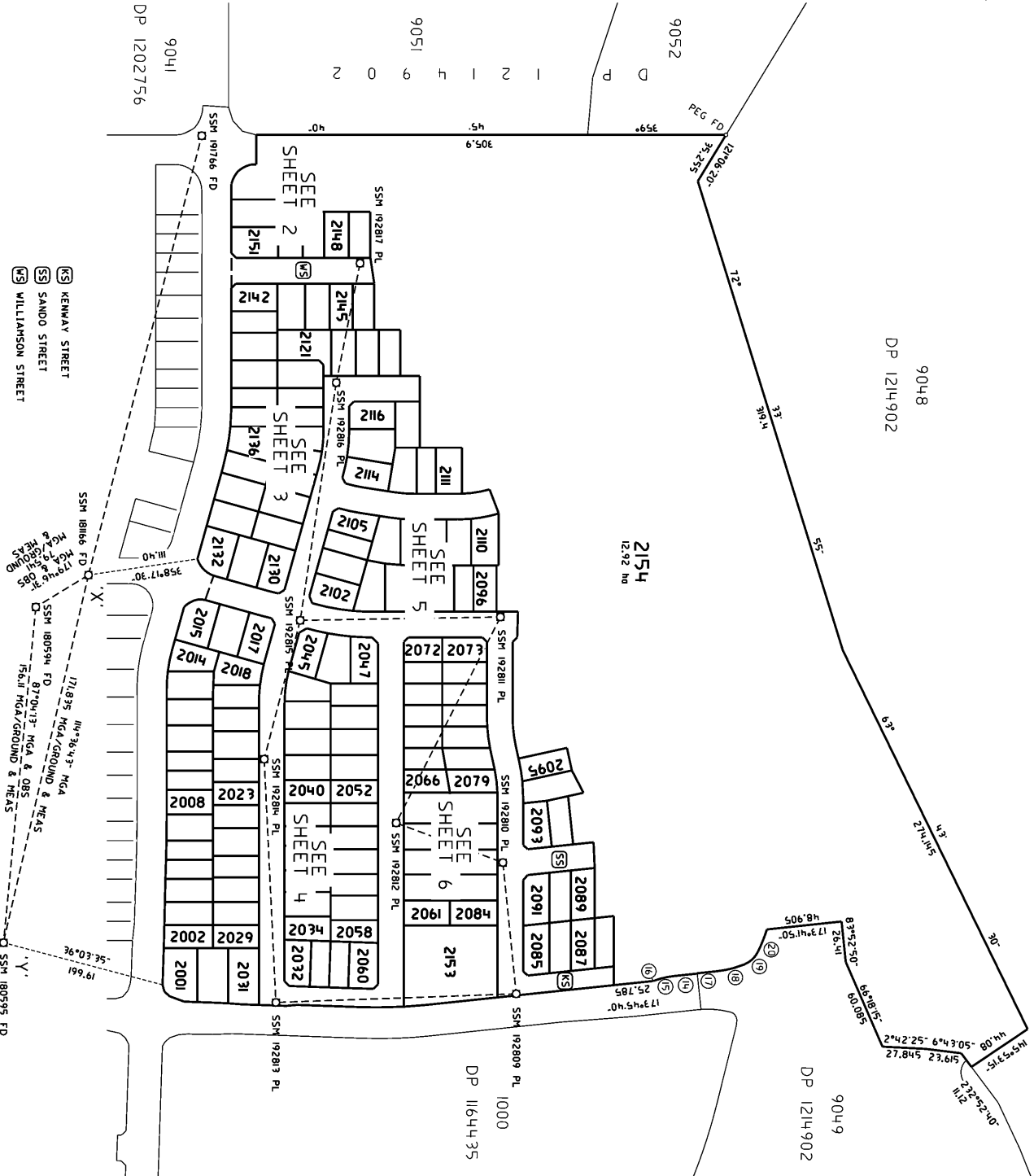
Name of Witness:

NIVI PUNJA

Address of Witness:

BANK OFFICER  
NSW SERVICE CENTRE  
1 KING ST. CONCORD WEST





SURVEYING AND SPATIAL INFORMATION REGULATION 2012 35(1)(b) 6(2) - MGA CO-ORDINATES (COMBINED SCALE FACTOR 100072.162M)						
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE
SSM 180594	290491.824	6235480.207	56	C	4	SCMS 19-11-2015
SSM 180595	290647.749	6235488.187	56	C	4	SCMS 19-11-2015
SSM 181166	290491.512	6235559.757	56	C	4	SCMS 19-11-2015
SSM 191766	290216.2	6235678.8	56	U	U	TRAVERSE 19-11-2015
SSM 192809	290770.1	6235879.9	56	D	5	TRAVERSE 19-11-2015
SSM 192810	290684.8	6235878.0	56	D	5	TRAVERSE 19-11-2015
SSM 192811	290525.1	6235868.6	56	D	5	TRAVERSE 19-11-2015
SSM 192812	290659.3	6235801.2	56	D	5	TRAVERSE 19-11-2015
SSM 192813	290776.4	6235723.4	56	D	5	TRAVERSE 19-11-2015
SSM 192814	290618.2	6235715.1	56	D	5	TRAVERSE 19-11-2015
SSM 192815	290527.8	6235788.2	56	D	5	TRAVERSE 19-11-2015
SSM 192816	290373.1	6235761.0	56	D	5	TRAVERSE 19-11-2015
SSM 192817	290295.4	6235776.2	56	D	5	TRAVERSE 19-11-2015

SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
14	173°45'40"	15.2	13.09	53.3
15	166°43'35"	13.055	0.86	46.7
16	160°13'05"	0.86	13.01	17
17	173°45'40"	13.01	18.165	66.5
18	345°54'35"	18.165	12.295	17
19	316°51'30"	12.295	15.57	109
20	291°33'50"	15.56		

SSM CONNECTIONS

SSM 180595 TO SSM 192813  
28°40'45"~268'085  
SSM 181166 TO SSM 191766  
113°27'35"~300'12  
SSM 192810 TO SSM 192809  
83°57'55"~85'8  
SSM 192810 TO SSM 192812  
16°38'50"~150'45  
SSM 192812 TO SSM 192810  
20°05'45"~141'25  
SSM 192810 TO SSM 192809  
35°14'25"~150'55  
SSM 192814 TO SSM 192813  
81°00'30"~128'113  
SSM 192815 TO SSM 192811  
358°48'50"~30'38  
SSM 192815 TO SSM 192814  
104°19'55"~93'27  
SSM 192816 TO SSM 192815  
98°23'35"~156'36  
SSM 192817 TO SSM 191766  
219°15'30"~125'235  
SSM 192817 TO SSM 192816  
107°02'50"~79'155

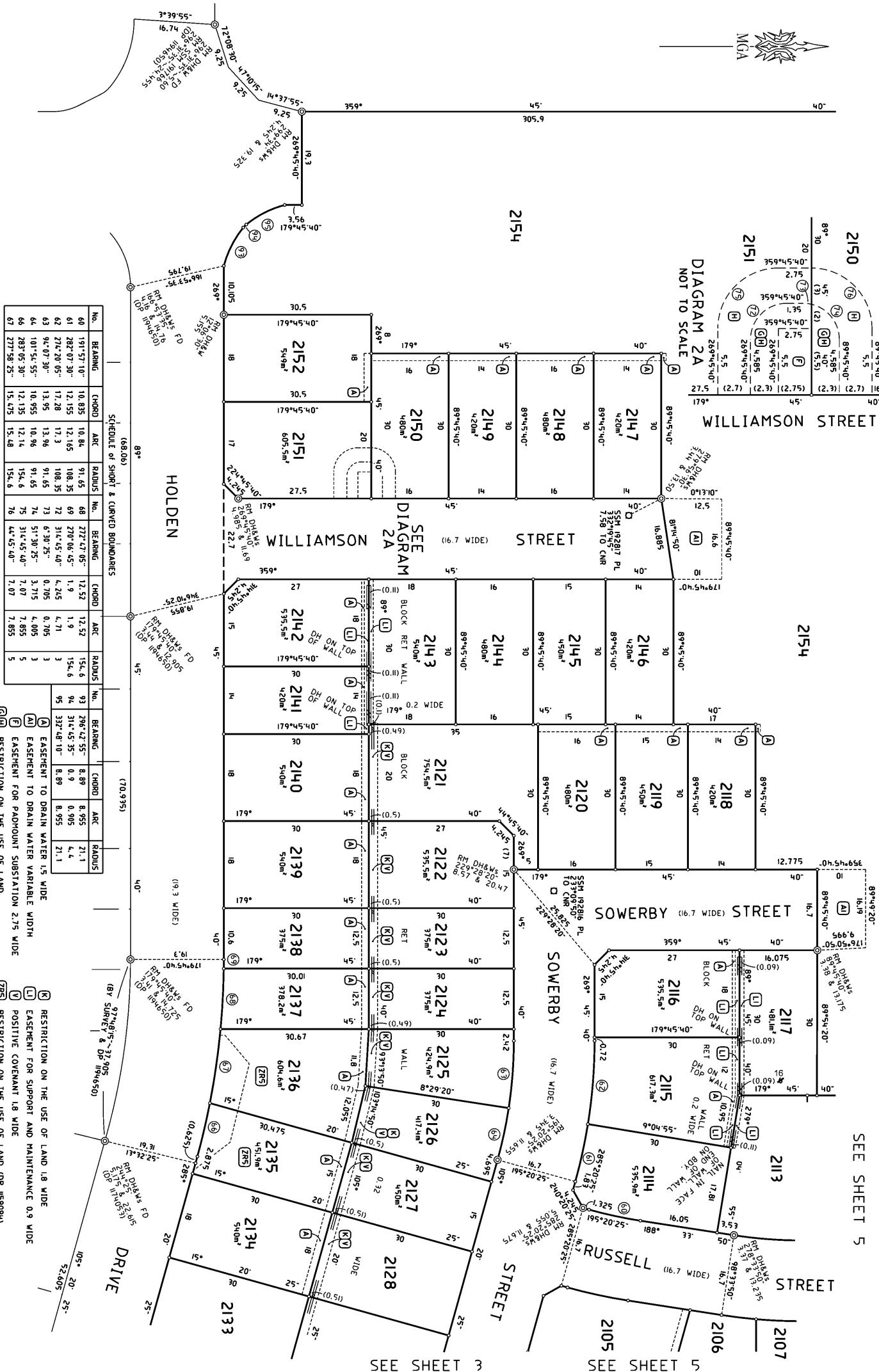
Surveyor: PAUL MICHAEL DALY  
Date of Survey: 19-11-2015  
Surveyor's Ref: 10202721(S1)DP (ISSUE F)  
2016m71004177

PLAN OF  
SUBDIVISION OF  
LOT 9050 IN DP 1214902 AND  
LOT 122 IN DP 1194650

L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 14.2014.706.1  
Lengths are in metres. Reduction Ratio: 1:2000

Registered:  
14.3.2016

DP1205512



No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
60	191°57'10"	10,935	10.84	91.65	68	272°47'05"	12.52	12.52	154.6
61	262°07'30"	12,155	12,165	108.35	69	270°46'55"	1.9	1.9	154.6
62	272°20'05"	17.28	17.3	108.35	70	312°45'40"	4.245	4.71	3
63	9°47'30"	13.95	13.96	91.65	71	6°30'25"	0.705	0.705	3
64	101°54'55"	10,955	10.96	91.65	72	51°30'25"	3.715	4.005	5
66	283°05'30"	12,135	12.14	154.6	75	314°45'40"	7.075	7.855	5
67	277°58'25"	15,475	15.48	154.6	76	44°45'40"	7.07	7.855	5

DESCRIPTION ON THE USE OF

(A) EASEMENT TO DRAIN WATER 1.5 WIDE  
(AI) EASEMENT TO DRAIN WATER VARIABLE WIDTH  
(F) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE  
(GH) RESTRICTION ON THE USE OF LAND

**(K)** RESTRICTION ON THE USE OF LAND 1.8 WIDE  
**(L)** EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE  
**(V)** POSITIVE COVENANT 1.8 WIDE  
**(ZRS)** RESTRICTION ON THE USE OF LAND (DP #159094)

5

Surveyor: PAUL MICHAEL DALY  
Date of Survey: 19-11-2015  
Surveyor's Ref: 10202T21(S1)DP (ISSUE F)  
2016m710014771

SUBDIVISION OF  
LOT 9050 IN DP 1214902 AND  
LOT 122 IN DP 1194650

L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 14.2014.706.1  
Lengths are in metres. Reduction Ratio: 1:5000

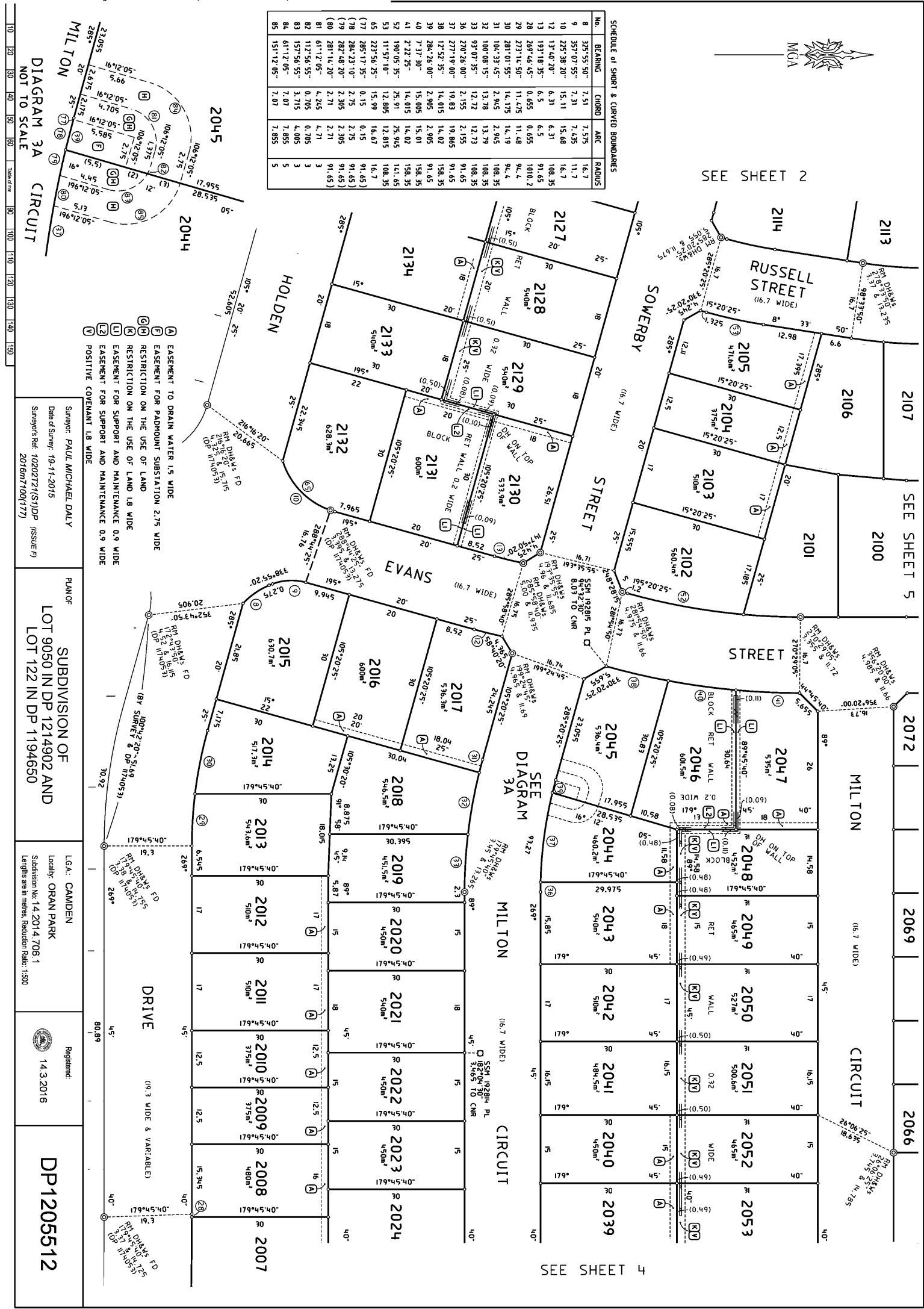
Registered:  
14.3.2016

DP1205512



SEE SHEET 2

No.	BEARING	CHORD	ARC	RADIUS
8	325°55'50"	7.51	7.535	16.7
9	357°07'55"	7.31	7.435	11.7
10	225°38'20"	15.11	15.68	16.7
12	13°40'20"	6.31	6.31	108.35
13	193°18'35"	6.5	6.5	91.65
28	269°46'45"	0.655	0.655	100.2
29	223°14'50"	11.475	11.48	94.4
30	281°01'55"	14.175	14.19	108.35
31	104°33'45"	2.945	2.945	108.35
32	100°08'15"	13.78	13.79	108.35
33	93°07'35"	12.72	12.73	108.35
36	270°26'00"	2.155	2.155	91.65
37	227°19'00"	19.63	19.665	91.65
38	12°52'35"	14.015	14.02	158.35
39	284°26'00"	2.905	2.905	91.65
40	7°37'30"	15.005	15.01	158.35
41	2°22'25"	14.015	14.02	158.35
52	190°05'35"	25.91	25.945	141.65
53	11°57'10"	12.815	12.815	108.35
55	223°56'25"	15.99	16.67	16.7
65	223°56'25"	0.15	0.15	91.65
67	285°17'35"	2.75	2.75	91.65
68	284°23'10"	2.305	2.305	91.65
78	282°48'20"	2.305	2.305	91.65
80	281°14'20"	2.71	2.71	91.65
81	61°12'05"	4.265	4.21	3
82	112°56'55"	0.705	0.705	3
83	157°56'55"	3.715	4.005	3
84	61°12'05"	7.07	7.855	5
85	151°12'05"	7.07	7.855	5



SEE SHEET 4

Surveyor: PAUL MICHAEL DALY  
Date of Survey: 18-11-2015  
Surveyor's Ref: 1020272(S)DP (ISSUE F)  
2016m100q177

PLAN OF  
SUBDIVISION OF  
LOT 9050 IN DP 1214902 AND  
LOT 122 IN DP 1194650

L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 14.2014.706.1  
Lengths are in metres. Reduction Ratio: 1:500

Registered:  
14.3.2016

DP1205512

SEE SHEET 6

2065

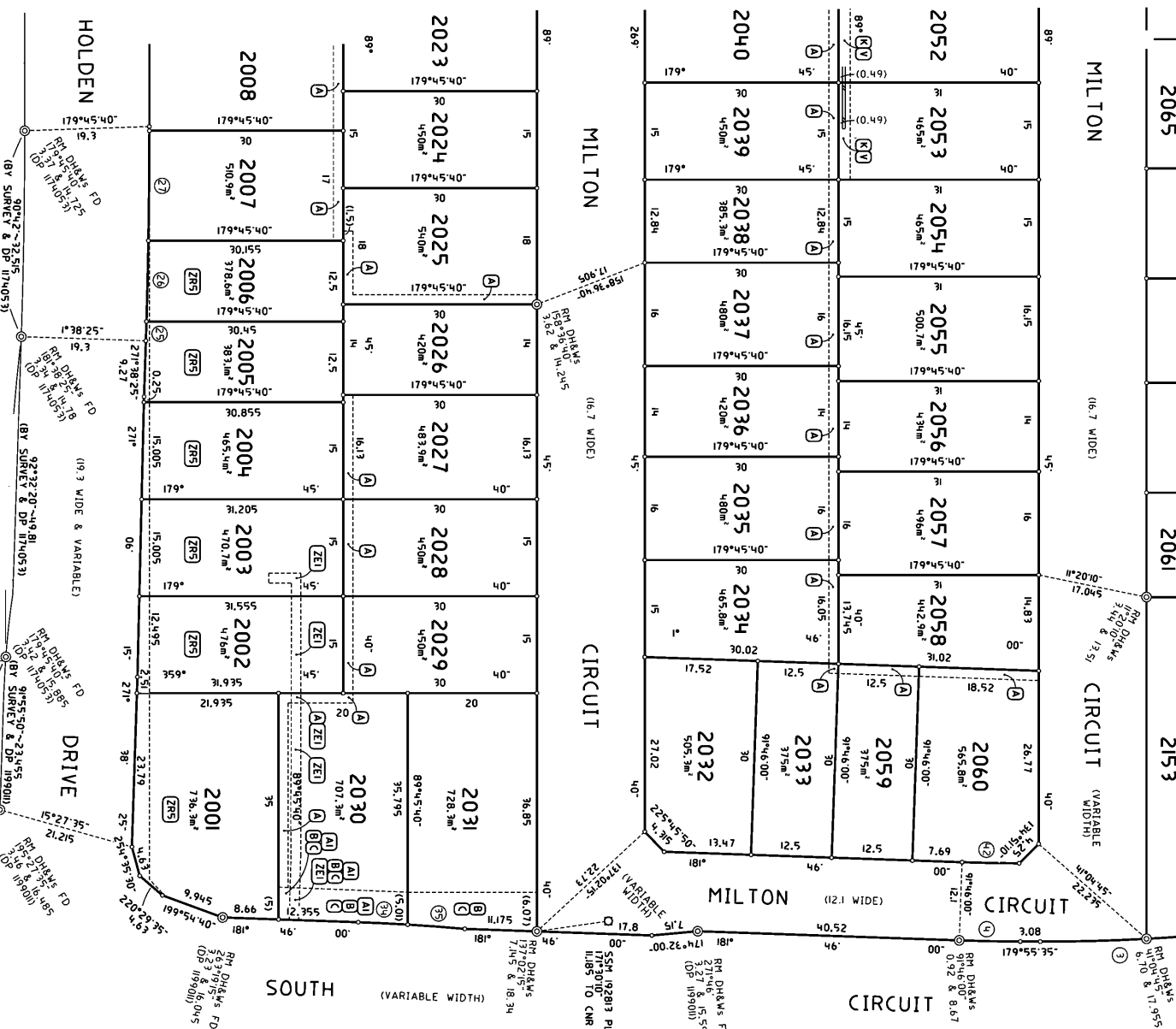
2061

2153

SEE SHEET 6



SEE SHEET 3



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
3	358°16'10"	16.46	16.465	288.8
4	180°50'05"	9.46	9.46	290.9
25	271°33'20"	2.985	2.985	1010.2
26	271°07'00"	12.505	12.505	1010.2
27	270°16'50"	17	17	1010.2
34	182°29'25"	7.665	7.665	303.3
35	184°03'05"	8.86	8.86	303.3
42	180°51'20"	8.865	8.865	278.8

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (C) RIGHT OF CARRIAGE WAY VARIABLE WIDTH
- (D) EASEMENT FOR SERVICES VARIABLE WIDTH
- (E) RESTRICTION ON THE USE OF LAND 1.8 WIDE
- (F) POSITIVE COVENANT 1.8 WIDE
- (G) EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (DP 197655)
- (ZE1) RESTRICTION ON THE USE OF LAND (DP 159004)
- (ZE2)
- (ZE3)

DP 1164435

1000

Surveyor: PAUL MICHAEL DALY  
Date of Survey: 18-11-2015  
Surveyor's Ref: 1020272(S1)DP (ISSUE F)  
2016m71004177

PLAN OF  
SUBDIVISION OF  
LOT 9050 IN DP 1214902 AND  
LOT 122 IN DP 1194650

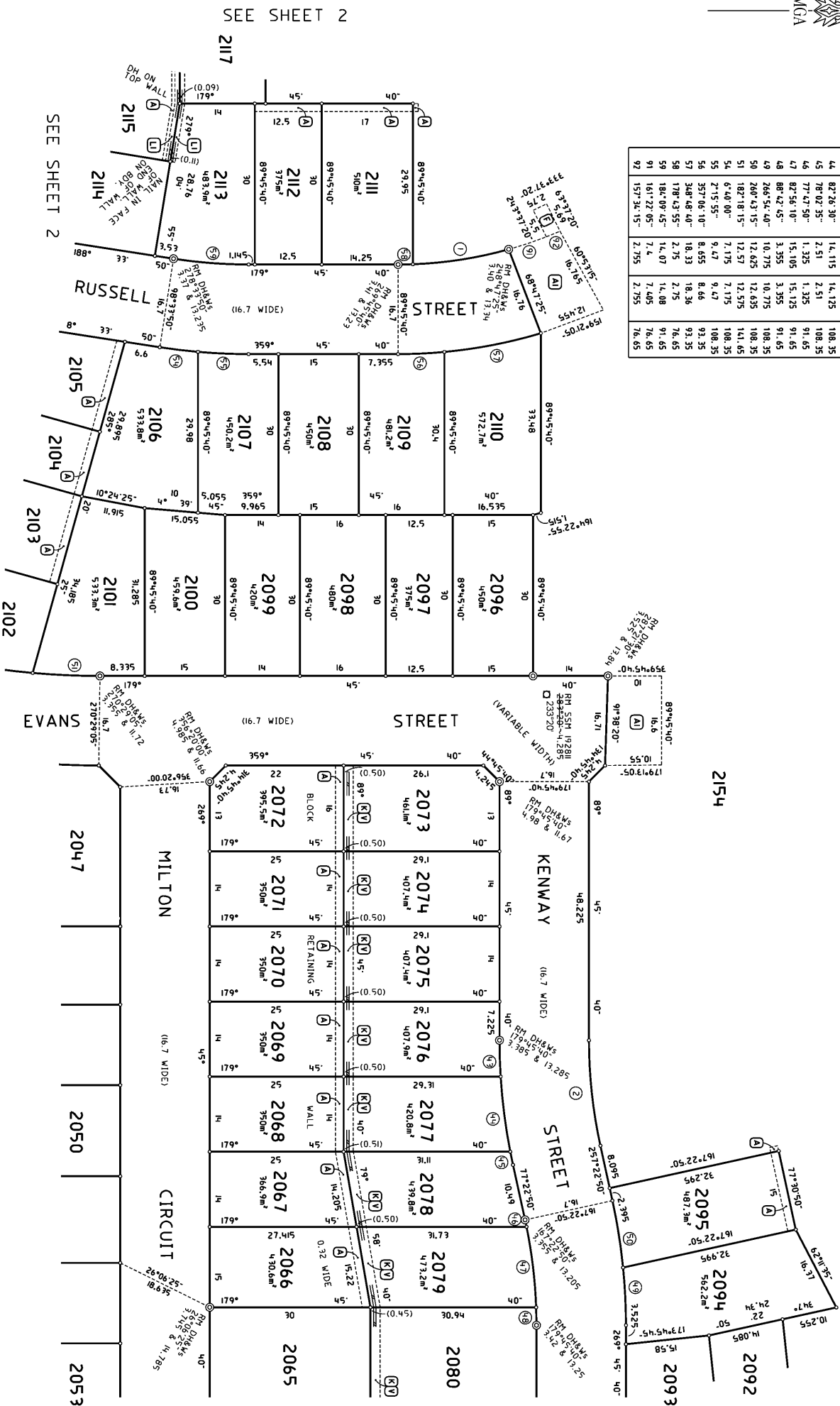
L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 14.2014.706.1  
Lengths are in metres, Reduction Ratio: 1:500

Registered:  
14.3.2016

DP1205512



SCHEDULE of SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC RADIUS
1	350°55'10"	18.11	18.15
2	83°34'15"	19.765	19.805
3	87°58'05"	6.775	6.78
4	82°26'30"	14.115	14.125
4.5	78°02'35"	2.51	2.51
4.6	77°47'50"	1.325	1.325
4.7	82°56'10"	15.105	15.125
4.8	88°42'45"	3.355	3.355
4.9	266°54'40"	10.775	10.775
50	260°43'15"	12.625	12.625
51	182°18'15"	12.57	12.575
54	6°40'00"	7.175	7.175
55	2°15'55"	9.47	9.47
56	357°06'10"	8.655	8.66
57	348°48'40"	18.33	18.36
58	178°43'55"	2.75	2.75
59	184°09'45"	14.07	14.08
91	161°22'05"	7.4	7.405
92	157°34'15"	2.755	2.755



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (AN) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (E) EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE
- (K) RESTRICTION ON THE USE OF LAND 1.8 WIDE
- (U) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
- (V) POSITIVE COVENANT 1.8 WIDE

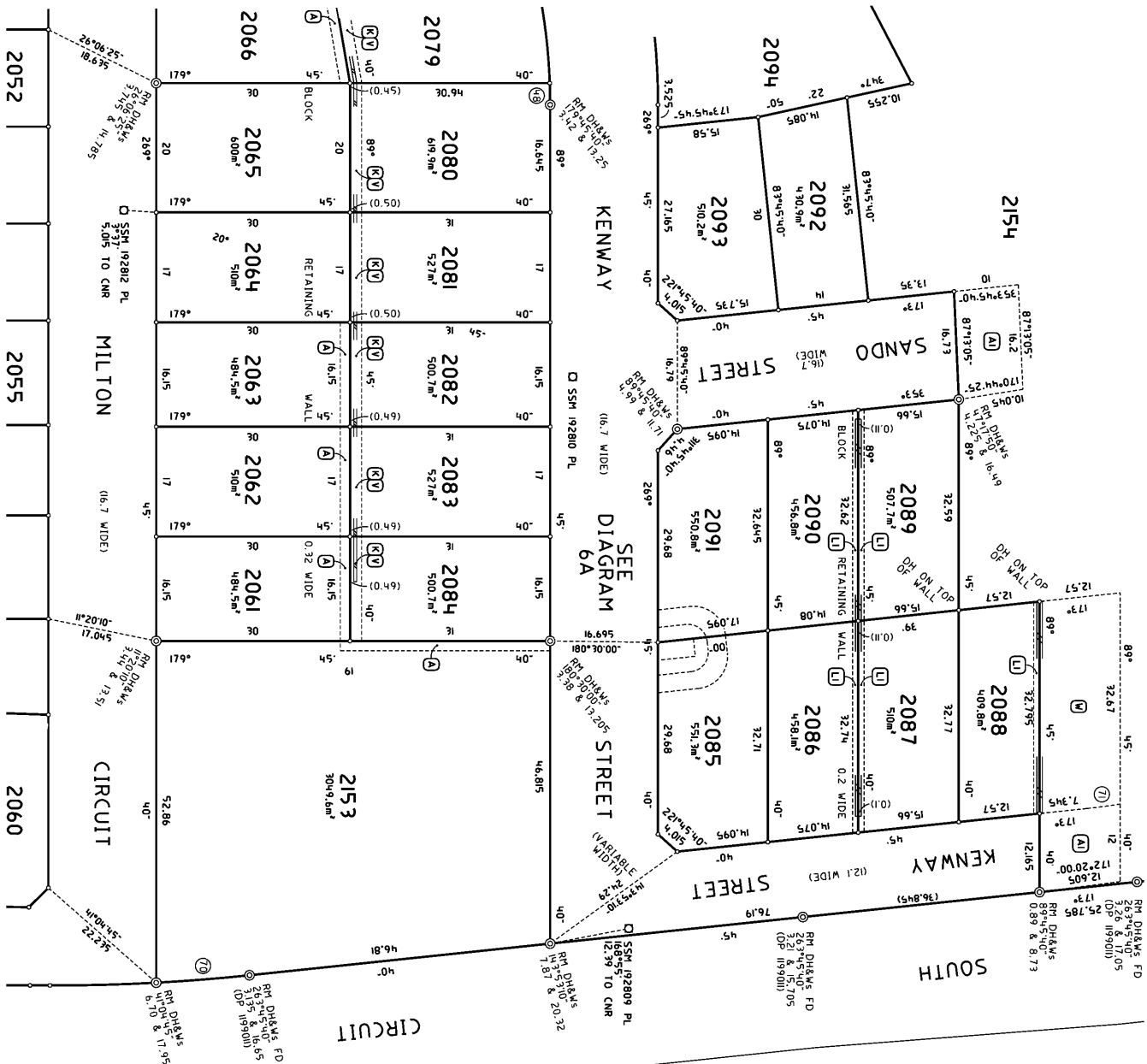
Surveyor: PAUL MICHAEL DALY  
Date of Survey: 19-11-2015  
Surveyor's Ref: 10202721(S1)DP (ISSUE F)  
2016m7100(177)

PLAN OF SUBDIVISION OF  
LOT 9050 IN DP 1214902 AND  
LOT 122 IN DP 1194650

L.G.A.: CAMDEN  
Locality: ORAN PARK  
Subdivision No: 14.2014.706.1  
Lengths are in metres, Reduction Ratio: 1:500

Registered:  
14.3.2016

DP1205512



SEE SHEET 5

SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
48	88°42'45"	3.355	3.355	91.65
70	175°11'55"	14.495	14.495	288.8
71	172°08'25"	5.245	5.245	92.7
86	31°54'15"	3.715	4.005	3
87	76°54'15"	0.705	0.705	3
88	128°39'00"	4.245	4.71	3
89	38°39'00"	7.07	7.855	5
90	128°39'00"	7.07	7.855	5

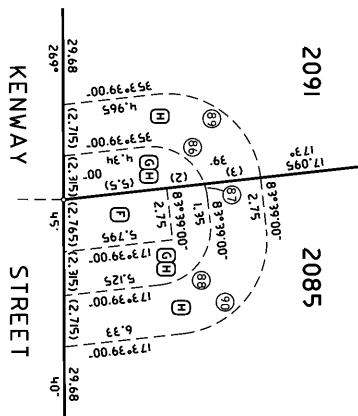


DIAGRAM 6A  
NOT TO SCALE

SEE SHEET 4

Surveyor: PAUL MICHAEL DALY Date of Survey: 18-11-2015 Surveyor's Ref: 10202721(S1)DP (ISSUE F) 2016m710q1777	PLAN OF SUBDIVISION OF LOT 9050 IN DP 1214902 AND LOT 122 IN DP 1194650	L.G.A.: CAMDEN Locality: ORAN PARK Subdivision No: 14,2014,706,1 Lengths are in metres, Reduction Ratio: 1:500	Registered: 14.3.2016	DP1205512
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PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  14.3.2016

Title System: TORRENS

Purpose: SUBDIVISION

DP1205512

**PLAN OF**  
SUBDIVISION OF  
LOT 9050 IN DP 1214902 AND  
LOT 122 IN DP 1194650

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 **19-11-2015**

\*(b) The part of the land in the plan (being/excluding ^ .....  
.....)  
~~was surveyed in accordance with the Surveying and Spatial~~  
~~Information Regulation 2012, is accurate and the survey was~~  
~~completed on ....., 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: **14-11-2015**Surveyor ID: **898**Datum 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 **Daniel Streater**  
\*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 Council**Date of endorsement: **12.2.2016**Subdivision Certificate number: **14.2014.706.1**File number: **DA/2014/706**

\* Strike through if inapplicable.

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

IT IS INTENDED TO DEDICATE  
EVANS STREET, KENWAY STREET, MILTON CIRCUIT,  
RUSSELL STREET, SANDO STREET, SOWERBY STREET  
AND WILLIAMSON STREET TO THE PUBLIC AS  
PUBLIC ROAD.

Plans used in the preparation of survey/compilation

DP 1194650

DP 1195720

DP 1202756

DP 1214902

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: **10202T21(S1)DP**

(ISSUE F)

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



14.3.2016

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF  
LOT 9050 IN DP 1214902 AND  
LOT 122 IN DP 1194650

DP1205512

Subdivision Certificate Number: 14.2014.706.1

Date of Endorsement: 12-02-2016

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.

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 TO DRAIN WATER VARIABLE WIDTH (A1)
3. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B)
4. EASEMENT FOR SERVICES VARIABLE WIDTH (C)
5. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L1)
6. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L2)
7. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
8. RESTRICTION ON THE USE OF LAND (G)(H)
9. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K)
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. POSITIVE COVENANT 1.8 WIDE (V)

STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:

10202T21(S1)DP

(ISSUE F)




PLAN FORM 6A (2012)


WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)


Office Use Only		Office Use Only	
<b>Registered:</b>  14.3.2016		<h1>DP1205512</h1>	
<b>PLAN OF</b> SUBDIVISION OF LOT 9050 IN DP 1214902 AND LOT 122 IN DP 1194650			
Subdivision Certificate Number: <u>14.2014.706.1</u> Date of Endorsement: <u>12-02-2016</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature: 


Print Name: MARK PERICH

Office Held P of A BOOK 4697  
No. 601

Witness Signature: 

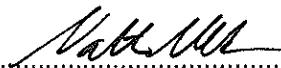
Print Name: NATHAN WHISHAW

Address of Witness: 47 HILL STREET, PICTON

Signature: 

Print Name: MICHAEL OWENS

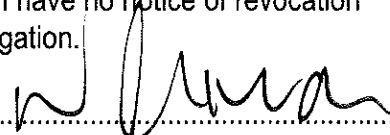
Office Held P of A BOOK 4697  
No. 601


Witness Signature: 

Print Name: NATHAN WHISHAW

Address of Witness: 47 HILL STREET PICTON

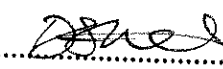
Signed by me NICHOLAS LENNON  
as delegate of Landcom and I hereby  
declare that I have no notice of revocation  
of such delegation.

Signature: 

Witness Signature: 

Print Name: NATHAN WHISHAW

Address of Witness: 47 HILL STREET, PICTON

  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202T21(S1)DP

(ISSUE F)

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

**Lengths are in metres**

(Sheet 1 of 4 sheets)

**Plan:**

**SP94865**

Plan of Subdivision of Lot 2043 IN DP1205512  
Covered by Council's Subdivision Certificate

Number 140.2016.399.1

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

**Nader Mehrjerdi**  
171 Mona Vale Road,  
Ingleside NSW 2101

**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.	Burdene d lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Easement to drain water 1.5 wide (A)	2	1

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

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan:

**SP94865**

Plan of Subdivision of Lot 2043 IN DP1205512  
Covered by Council's Subdivision Certificate

Number 140.2016.399.1

**PART 2 (Terms)**

**1. Terms of easement to drain water number 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 consent of Camden Council being firstly obtained.

Name of Person or Authority having power to release, vary or modify the easement numbered 1 in the plan is Camden Council.

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

Lengths are in metres

(Sheet 3 of 4 sheets)

Plan:

**SP94865**

Plan of Subdivision of Lot 2043 IN DP1205512  
Covered by Council's Subdivision Certificate

Number 140.2016.399.1

Council Name: Camden Council

Authority: Section 377 / 378\*\* of the Local Government Act 1993

Signature of Delegate:  .....

Name of Delegate: Christopher Wood.

Position: A/Team Leader Engineering Certification.

Signature of Witness:  .....

Name of Witness: RUBEN BRAVO

Position: LAND DEVELOPMENT ENGINEER.

Address: 70 CENTRAL AVENUE, ORAN PARK, NSW, 2570

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

Lengths are in metres

(Sheet 4 of 4 sheets)

Plan:

**SP94865**

Plan of Subdivision of Lot 2043 IN DP1205512  
Covered by Council's Subdivision Certificate

Number 140.2016.399.1

Name: Nader Mehrjerdi (Owner)

Witnessed: Name: Sean Kabiri

Sign: Nader Mehrjerdi

Address: 38 Gould Ave  
St Ives Chase 2025

Sign: [Signature]

## **MORTGAGEE**

EXECUTED by COMMONWEALTH BANK  
OF AUSTRALIA TRADING AS BANKWEST  
ABN: 48 123 123 124 by its duly  
constituted attorney under power  
of attorney no. Book 4636 No. 703

Dated 7th August 2012 who at the date  
hereof had no notice of revocation of such  
power of attorney in the presence of:

[Signature]  
An Officer of the Bank

Shelley Bodey  
Witness name

C/- 300 Murray St  
Perth WA 6000  
Ph: 08 93696480

by its attorney:

[Signature]  
Signature

Tracey Ann Arnett  
Name  
Manager, Group Lending Services Bankwest

Title

REGISTERED



24/03/2021

**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:

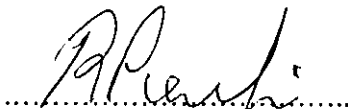
Plan of Subdivision of 32/2008  
Lots 4 & 5 in D.P.252897,  
Lot 1 in D.P.354258 and Lot 98 in D.P.

Tony Perich  
director



**PART 2 (CONTINUED)**

Owners Signature




Executed by leppington  
Pastoral Pty Ltd (ACN:000420404) under s.127  
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

.....  
General Manager/Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

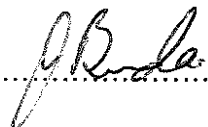
Plan: **DP1169698**

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: 

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

Office Held: .....

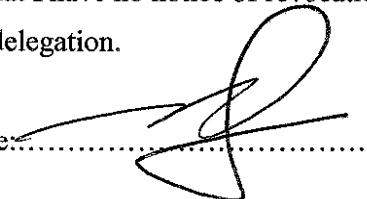
Signature: 


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

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

**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 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902  
 and Lot 122 in DP1194650  
 covered by Subdivision Certificate No. **14.2014.706.1**

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)	2007 2008 2009 2010 2011 2012 2016 2017 2025  2027 2028 2029 2030 2033  2034  2035  2036  2037 2038 2039 2040 2043 2044 2046 2047 2059	2008, 2009, 2010, 2011, 2012, 2013 2009, 2010, 2011, 2012, 2013 2010, 2011, 2012, 2013 2011, 2012, 2013 2012, 2013 2013 2014, 2015 2014, 2015, 2016 2007, 2008, 2009, 2010, 2011, 2012, 2013 2026 2026, 2027 2026, 2027, 2028 2026, 2027, 2028, 2029 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041 2035, 2036, 2037, 2038, 2039, 2040, 2041 2036, 2037, 2038, 2039, 2040, 2041 2037, 2038, 2039, 2040, 2041 2039, 2040, 2041 2040, 2041 2041 2042 2042, 2043 2042, 2043, 2044 2042, 2043, 2044, 2046 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041

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


(Sheet 2 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
 Lot 122 in DP1194650  
 covered by Subdivision Certificate No. 14.2014.706.1

**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)	2060 2061 2062 2063 2066 2067 2068 2069 2070 2071 2072 2095 2103 2104 2105 2111 2112 2115 2116 2118 2119 2120 2130 2131 2134 2135 2136 2137 2138 2139 2140 2141 2142	2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2062, 2063, 2064 2063, 2064 2064 2065 2065, 2066 2065, 2066, 2067 2065, 2066, 2067, 2068 2065, 2066, 2067, 2068, 2069 2065, 2066, 2067, 2068, 2069, 2070 2065, 2066, 2067, 2068, 2069, 2070, 2071 2094 2102 2102, 2103 2102, 2103, 2104 2112, 2113 2113 2114 2114, 2115 2119, 2120, 2121 2120, 2121 2121 2131, 2132 2132 2133 2133, 2134 2133, 2134, 2135 2133, 2134, 2135, 2136 2133, 2134, 2135, 2136, 2137 2133, 2134, 2135, 2136, 2137, 2138 2133, 2134, 2135, 2136, 2137, 2138, 2139 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141

.....  
  
 Council Authorised Person

(Sheet 3 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
 Lot 122 in DP1194650  
 covered by Subdivision Certificate No. **14.2014.706.1**

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	2147 2148 2149 2150 2152 2153 2154	2148, 2149, 2150, 2151, 2152 2149, 2150, 2151, 2152 2150, 2151, 2152 2151, 2152 2151 2061, 2062, 2063, 2064 Camden Council
2	Easement to Drain Water variable width (A1)	2030 2154	2026, 2027, 2028, 2029, 2031 Camden Council
3	Right of Carriage Way variable width (B)	2030 2031	2001, 2031 2001, 2030
4	Easement for Services variable width (C)	2030 2031	2001 2001, 2030
5	Easement for Support and Maintenance 0.9 wide (L1)	2046 2047 2048 2086 2087 2088  2089 2090 2113 2115 2116 2117 2129 2130 2131 2141 2142 2143	2047 2046 2046, 2047 2087 2086 Part of 2154 designated W on the plan 2090 2089 2115 2113, 2117 2117 2115, 2116 2130, 2131 2131 2130 2143 2143 2141, 2142
6	Easement for Support and Maintenance 0.9 wide (L2)	2046 2131	2048 2129
7	Easement for Padmount Substation 2.75 wide (F)	2045, 2085, 2151, 2154	Endeavour Energy

  
 Council Authorised Person

(Sheet 4 of 12 Sheets)


Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
 Lot 122 in DP1194650  
 covered by Subdivision Certificate No. **14.2014.706.1**

**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:
8	Restriction on the Use of Land (G)(H)	Part of each of the lots: 2044, 2045, 2085, 2091, 2150, 2151 designated G and H on the plan	Endeavour Energy
9	Restriction on the Use of Land 1.8 wide (K)	Part of each of the lots: 2048 to 2053 inclusive, 2073 to 2084 inclusive, 2121 to 2129 inclusive, designated K on the plan	Camden Council
10	Restriction on the Use of Land	2001, 2030 to 2033 inclusive, 2059, 2060, 2085 to 2088 inclusive, 2153	Camden Council
11	Restriction on the Use of Land	Each lot except 2154	Camden Council
12	Restriction on the Use of Land	Each lot except 2154	Every other lot except 2154
13	Restriction on the Use of Land	Each lot except 2154	Every other lot except 2154
14	Restriction on the Use of Land	2001 to 2005 inclusive, 2062 to 2070 inclusive, 2075 to 2153 inclusive	Camden Council
15	Positive Covenant 1.8 wide (V)	Part of each of the lots: 2048 to 2053 inclusive, 2073 to 2084 inclusive, 2121 to 2129 inclusive, designated V on the plan	Camden Council

  
 Council Authorised Person

  
 Signature of witness to final sheet

(Sheet 5 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
Lot 122 in DP1194650  
covered by Subdivision Certificate No. 14,2014,706.1

## 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.

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 2 in the plan.

**CAMDEN COUNCIL**

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

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.

1. The owner of the lot benefited may:

- (a) use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot benefited, and
- (b) do anything reasonably necessary for that purpose, including:
  - entering the lot burdened, and
  - taking anything on to the lot burdened, and
  - carrying out work, such as constructing, placing repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

2. In exercising those powers, the owner of the lot benefited must:


- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

3. For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of stormwater, sewage, sullage and other fluid wastes.

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

**CAMDEN COUNCIL**

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

  
.....  
Signature of witness to final sheet



(Sheet 6 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
Lot 122 in DP1194650  
covered by Subdivision Certificate No. ~~14.2014.706.1~~

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

**Terms of easement numbered 5 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:-

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 5 in the plan.

**CAMDEN COUNCIL**

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

**CAMDEN COUNCIL**

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

(Sheet 7 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
Lot 122 in DP1194650  
covered by Subdivision Certificate No. **14.2014.706.1**

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

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

The terms of the easement for Padmount Substation set out in memorandum number 9262886 are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 7 in the plan.

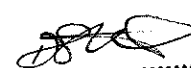
**ENDEAVOUR ENERGY**

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

- 1.0 No building shall be erected or permitted to remain within the restriction site designated (G) on the above plan unless:
- 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
  - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating
- and the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site designated (H) on the above plan.
- 4.0 Definitions:
- 4.1 "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.
  - 4.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
  - 4.3 "erect" includes construct, install, build and maintain.
  - 4.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 8 in the plan.

**ENDEAVOUR ENERGY**

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

(Sheet 8 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
Lot 122 in DP1194650

covered by Subdivision Certificate No. **14.2014.706.1**

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

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

**CAMDEN COUNCIL**

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

No dwelling shall be constructed or be permitted to be constructed or remain on the lots hereby burdened unless:

- (a) the Dwelling Footprint, Boundary Setbacks, External Noise Levels are consistent with "Appendix B Noise Modelling Results" and plans "Fig no TD029-31P11(R2)" identified in the "Oran Park Town Tranche 21: Road Traffic Noise Assessment Report, prepared by Renzo Tonin & Associates, ref no TD029-31F02 (R3) Road Traffic Noise Assessment, dated 13 April 2015. the dwelling layout is recommended to be consistent with "Section 6.1 Building Bayout" contained within the "Oran Park Town Tranche 21: Road Traffic Noise Assessment Report prepared by Renzo Tonin & Associates, ref no TD29-31F02 (R3) Road Traffic Noise Assessment, dated 13 April 2015.
- (b) the construction requirements and window and door treatments are consistent with "Section 6 – Noise Control Treatment Recommendations" and "Table 7 – Acoustic Construction for Treatment Categories contained within the "Oran Park Town Tranche 21: Road Traffic Noise Assessment Report, prepared by Renzo Tonin & Associates, ref no TD029-31F02 (R3) Road Traffic Noise Assessment , dated 13 April 2015.
- (c) the front, rear, and side setbacks for all dwellings on the above lots are consistent with the "minimum" setbacks in accordance with the current Oran Park Development Control Plan. In addition, the principal private open space area must be located away from the road traffic noise source and comply with the DECC's Environmental Criteria For Road Traffic Noise, and compliance with these requirements is demonstrated for each dwelling application.
- (d) the internal noise levels contained within the current Oran Park Development Control Plan are achieved for each dwelling and compliance with these requirements is demonstrated for each dwelling application.
- (e) the dwelling shall comply as follows:-  
All facades identified in the report may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, 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) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required and compliance with all the requirements is to be demonstrated for each dwelling application.

(Sheet 9 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
Lot 122 in DP1194650  
covered by Subdivision Certificate No. ~~4.2014.76.1~~

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

- (f) with regard to Lot 2153 only, a 1.8m high acoustic rated fence is constructed on Lot 2153 located between the two future residential dwellings along the eastern boundary fronting South Circuit. The fence should be located as illustrated in "Figure 3 – Fence Locations" contained within the "Oran Park Town Tranche 21: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-31F02(R3) Road Traffic Noise Assessment, Dated 13 April 2015."

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 development shall be permitted on the lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, buildings, roads 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 within the reports titled "Report on Salinity Investigation and Management Plan, Proposed Residential Subdivision Tranche 21 Oran Park", Prepared by Douglas Partners, Project 34272.06 Dated November 2013".

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 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 12 in the plan.

**GREENFIELDS DEVELOPMENT COMPANY**

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

**GREENFIELDS DEVELOPMENT COMPANY**

(Sheet 10 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
Lot 122 in DP1194650  
covered by Subdivision Certificate No. 14, 2014, 706, 1

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

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

No dwelling shall be permitted to be constructed on the lots burdened unless the footings have been designed by a suitably qualified civil and/or structural engineer.

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 positive covenant numbered 15 in the plan.**

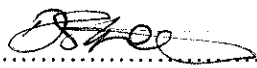
The land owners or their assigns must maintain the retaining wall and any associated fencing within, on or over the area designated V on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the 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 15 in the plan.

**CAMDEN COUNCIL**

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Approved by the Council of Camden

  
.....  
General Manager/Authorised Person

(Sheet 11 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
Lot 122 in DP1194650  
covered by Subdivision Certificate No. 14,2014-706.1

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

Signed on behalf of Endeavour Energy  
ABN 59 253 130 878 by its Attorney  
pursuant to Power of Attorney Book 4693  
No. 329 in the presence of:

.....  
Signature of Attorney  
Name: Helen Smith  
Position: Manager Property & Fleet

.....  
Signature of witness

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

.....  
Date of execution  
Reference: URS15714

(Sheet 12 of 12 Sheets)

Plan: **DP1205512**

Plan of Subdivision of Lot 9050 in DP1214902 and  
Lot 122 in DP1194650  
covered by Subdivision Certificate No. 14.2014.706.1

**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: Nathan Whishaw

Witness Signature: Nathan Whishaw

Print Name: **NATHAN WHISHAW**

Print Name: **NATHAN WHISHAW**

Address of Witness: **47 HILL STREET**  
**PICTON**

Address of Witness: **47 HILL STREET**  
**PICTON**

Signed by Greenfields Development Company Pty Ltd

ACN 125 285 583

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: Nathan Whishaw

Witness Signature: Nathan Whishaw

Print Name: **NATHAN WHISHAW**

Print Name: **NATHAN WHISHAW**

Address of Witness: **47 HILL STREET**  
**PICTON**

Address of Witness: **47 HILL STREET**  
**PICTON**

Signed by me **NICHOLAS LENNON**

as delegate of Landcom and I hereby

certify that I have no notice of revocation

of such delegation.

Signature: Nicholas Lennon

Witness Signature: Nathan Whishaw

Print Name: **NATHAN WHISHAW**

Address of Witness: **47 HILL STREET**  
**PICTON**

[Signature]  
**Council Authorised Person**

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

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

Certificate number: 20233898  
Reference number: 1297103  
Certificate issue date: 03/06/2025  
Certificate fee: \$69.00  
Applicant's reference: TGL:2025:355  
Property number: 1186873  
Applicant's email: [ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 2 SP: 94865  
Address: **5A Milton Circuit 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.

Yes.

## **DISCLAIMER AND CAUTION**



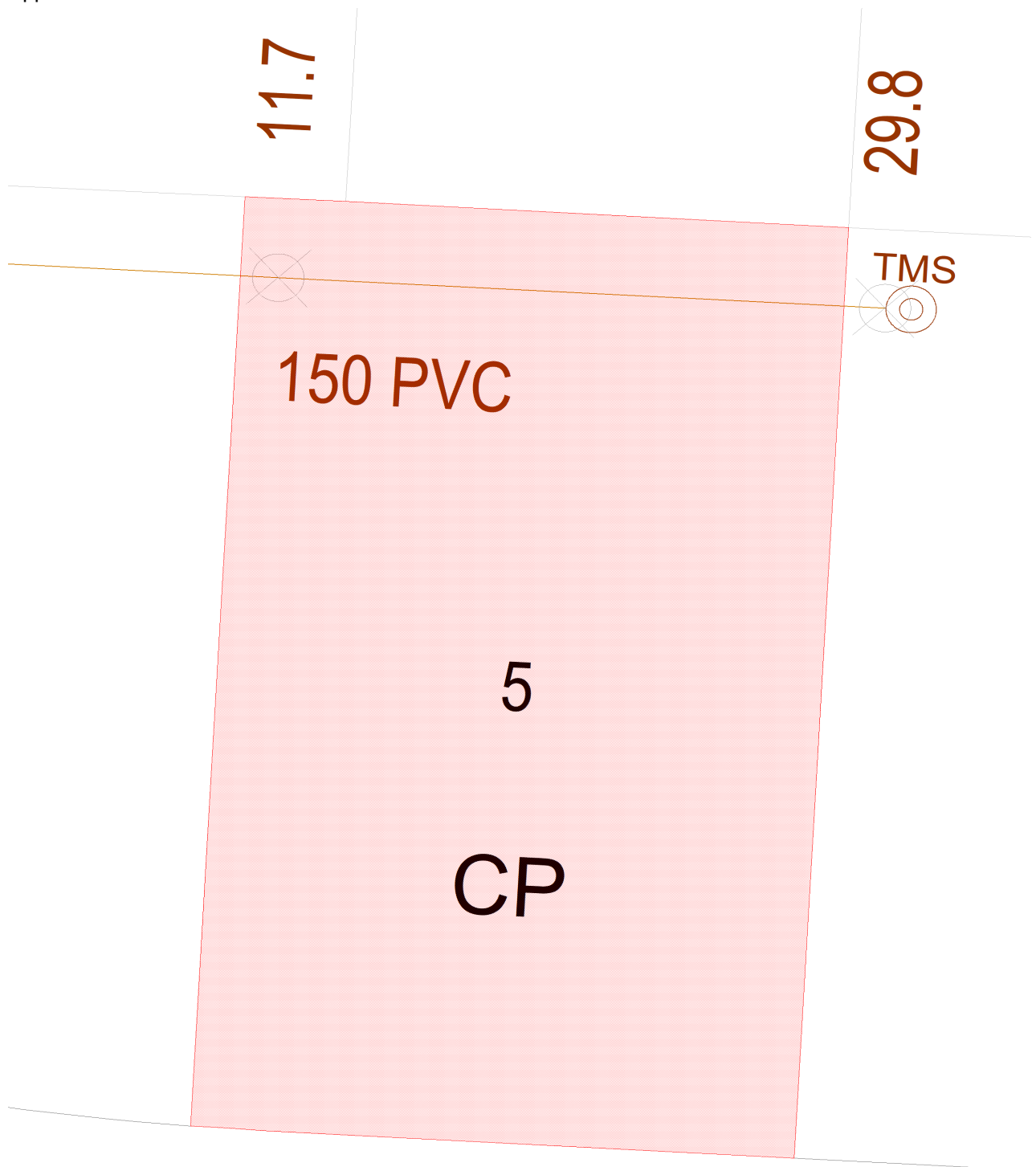
The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

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: 8004353037



Document generated at 03-06-2025 01:20:37 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 <b>132 092</b> and ask for the <b>Heritage Unit</b> )	
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	



## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

3 June 2025

**Infotrack Pty Limited**

**Reference number: 8004353040**

**Property address: 5A Milton Cct 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**