

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property Co Shop G2N, 351 Oran Park Drive, Oran Park (Oran Park Podium) NSW 2570	phone: 0401 528 262 email: simon@simonpropertyco.au ref: Simon Samardzic
co-agent		
vendor	JOSEPH ANTHONY IACONIS AND JESSICA LEE IACONIS 47 Lacerta Road, Austral NSW 2179	
vendor's solicitor	Moustacas Legal Pty Ltd Suite 203, 376 New South Head Road Double Bay NSW 2028	phone: 02 9387 6866 email: anthony@moustacas.com ref: 25IAC001
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	G.03/2 FORDHAM WAY ORAN PARK NSW 2570 LOT 3 STRATA PLAN SP102010 Folio Identifier 3/SP102010	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held 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** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

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

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

Strata Plus South-West Sydney
 TRN House Suite 3.07, 90 Podium Way Oran Park NSW 2570
 belinda.hawes@strataplus.com.au; southwest@strataplus.com.au
 02 8198 8500

66W Certificate

Pursuant to Section 66W Conveyancing Act 1919

Property: G.03/2 Fordham Way, Oran Park NSW 2570

Vendor: Joseph Anthony Iaconis and Jessica Lee Iaconis

Purchaser: _____

I, _____

of, _____

certify as follows:-

- (a) *I am a Solicitor currently admitted to practise in New South Wales.

*I am a Conveyancer licensed under the Conveyancers Licensing Act 2003 to practice in New South Wales.
- (b) I am giving this Certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a Contract for the Sale of the Property from the Vendor to the Purchaser in order that there is no cooling-off period in relation to that Contract.
- (c) I do not act for the Vendor and am not employed in the legal or conveyancing practice of a Solicitor or Conveyancer acting for the Vendor nor am I a member or an employee of a firm of which a Solicitor or Conveyancer acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser, or, if the Purchaser is a corporation, to an officer of the Purchaser corporation or a person involved in the management of its affairs:
 - (i) the effect of the Contract for the purchase of that Property;
 - (ii) the nature of this Certificate; and
 - (iii) the effect of giving this Certificate to the Vendor, that is, that there is no cooling-off period in relation to the Contract.

Dated: _____

Signed: _____

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:

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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- (b) If a party is unable, or unwilling to complete this Contract on the date for completion, then the other party can at any time after the date for completion serve a Notice to Complete requiring completion to occur on a specified date (being a business day) and making time essential;
- (c) A Notice to Complete must give at least fourteen (14) days' notice (excluding the date of service, but including the day completion is specified in the Notice);
- (d) A Notice to Complete may specify a place for completion to occur;
- (e) A Notice to Complete may nominate a specific hour between 11 a.m. and 5 p.m. on any business day for completion to occur (regard is not to be had to a particular hour in calculating whether fourteen (14) days' notice has been given);
- (f) A Notice to Complete under this Special Condition will be reasonable and sufficient to make time for completion essential;
- (g) Where a Notice to Complete nominates a non-business day as the specified date for completion, then such reference will be deemed to be to the next business day;
- (h) If the Vendor serves a Notice to Complete on the Purchaser, then in addition to interest pursuant to special condition 37(a) the Purchaser shall also pay to the Vendor the sum of \$330.00 (inclusive of GST) to reimburse the Vendor for the legal expenses of having to issue a Notice to Complete. This is a genuine pre-estimate of those additional expenses and not a penalty and is to be allowed by the Purchaser to the Vendor on completion.
- (i) If the Purchaser cancels a booking for completion or fails to complete this Contract at a scheduled completion booking, such that a second or subsequent completion booking is required, the Purchaser will pay or allow to the Vendor the sum of \$110.00 for each such booking which is cancelled or does not result in completion of this Contract. 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.

37. INTEREST

- (a) If the purchase price, or any part of the purchase price is not paid by the Purchaser to the Vendor on the date for completion, then (in addition to all other remedies available to the Vendor) that part of the price not paid is to carry interest calculated at the rate of Ten (10%) per cent per annum (on daily rests) from the date for completion until the actual date of payment of the purchase price to the Vendor (inclusive of the first date, but exclusive of the latter date).
- (b) The Purchaser does not have to pay interest during any period that completion does not occur only because the Vendor is unable or unwilling to complete;
- (c) The Purchaser cannot require the Vendor to complete this Contract unless interest payable pursuant to special condition 37(a) is paid to the Vendor on completion;
- (d) The parties agree that the above interest is a bona fide attempt to pre-estimate damages and not a penalty;
- (e) If the Purchaser completes this Contract but does not do so on the completion date then adjustments with respect to rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings shall be adjusted as at the date for completion rather than the actual date of completion of the Contract.

38. INCAPACITY

Without affecting any of the Vendor's other rights or remedies, if the Purchaser:

- (a) is an individual and dies or becomes mentally ill or incapable of managing his own affairs, the Vendor may rescind this contract and the provisions of Clause 19 hereof shall apply:
- (b) is a company and:-
 - (i) resolves to go into liquidation;
 - (ii) a petition for its winding up is presented and not withdrawn within 30 days after presentation;
 - (iii) enters into any scheme of arrangement with its creditors; or
 - (iv) a liquidator, provisional liquidator, trustee, receiver, receiver manager, administrator or similar official is appointed over its assets or undertakings,

the Purchaser is regarded as not having complied with this contract in an essential respect and the Vendor can terminate this contract under Clause 9.

39. IMPROVEMENTS

- (a) The expression the "*Property*" where used in Sub-Clauses (b) (c) and (d) of this Special Condition shall include all buildings, structures, fences, pipes, drains and other improvements on or under the subject land together with any fixtures, fittings, furnishings, chattels and other things included in the sale;
- (b) The Purchaser acknowledges that prior to signing this Contract he has made his own inspections investigations and enquiries in relation to the Property and that the Purchaser has not relied upon any warranty representation or statement made by the Vendor or any one on his behalf except such as are expressly provided herein but has relied entirely upon his own enquiries relating to and inspection of the Property and the Purchaser further acknowledges that following the making of inspections investigations and enquiries, he is satisfied that the terms of this Contract are fair and reasonable;
- (c) The Property is sold in its present state of repair and condition and with all faults and defects whether latent or patent, and the Purchaser shall not be entitled to make any objection requisition, claim for compensation or to rescind or terminate or delay completion of this Contract on account of the condition, state of repair or construction of the Property or any part thereof or on account of the property not complying with any relevant statutory provision;
- (d) The Vendor is not in possession of a Survey Report and the Purchaser will satisfy her/himself in relation to all matters relating to Survey prior to exchange. The Purchaser will have no right to object nor raise requisition nor make any claim for compensation in relation to any Survey matter, nor should it be discovered that there are any encroachments either by the subject property or upon the subject property by adjoining structures.

40. STAMP DUTY

The Purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this Contract and shall indemnify and keep indemnified the Vendor against liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Commissioner of Stamp Duties in relation to those duties. This condition shall not merge or be extinguished on completion of this Contract.

41. INCONSISTENCY AND SEVERABILITY

Where there is an inconsistency between a Special Condition and a printed condition of this Contract the Special Condition shall prevail. Where a provision of a Special Condition is held

to be invalid, void or unenforceable, such provision shall be severable from the other provisions of the Special Condition which shall remain valid and enforceable.

42. AGENT'S COMMISSION

The Purchaser warrants that it was not introduced to the property either directly or indirectly by any agent other than the agent nominated herein and the Purchaser indemnifies the Vendor against any claim for commission in the event of this warranty being false. The Vendors warrant that they have not entered into an exclusive or sole agency agreement with any agent which is current at the date hereof other than with the agent nominated. This special condition will not merge on completion.

43. SERVICE INSTALLATIONS

The Purchaser acknowledges that it is purchasing the property and shall take title thereto subject to the existing water, sewerage, drainage, gas, electricity, telephone and other installations and services and shall not make any requisition, objection or claim for compensation in respect of:-

- (a) The nature, location, availability or non-availability of any such service.
- (b) If any such service is a joint service with another property or properties.
- (c) If any services for any other property or properties or the pipes or connections thereof pass through the subject property.
- (d) If any mains or connections for any relevant authority pass in, over or through the subject property.
- (e) Whether or not the property is subject to or has the benefit of any mains pipes or other services.

44. GOODS & SERVICES TAX

The Purchaser warrants that the subject property will be used predominantly for non-commercial residential accommodation and the Purchaser indemnifies and will keep indemnified the Vendor against liability for Goods and Services Tax including penalties and interest payable by the Vendor in the event of a breach of this warranty. This clause shall not merge on completion.

45. RELEASE OF DEPOSIT

Not Applicable.

46. LAND TAX ADJUSTMENT

Not Applicable.

47. NON-REGULAR PERIODIC CONTRIBUTIONS

- (a) This special condition 47 only applies if the land (or part of the land) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).
- (b) The Vendor and Purchaser acknowledge and agree that if a contribution is not a regular periodic contribution whether or not disclosed in this Contract or determined before, on or after the date of this Contract the Purchaser shall be liable for all payments on or after the

date of this Contract. If it is payable by instalments, irrespective of when it was determined, then the Purchaser is liable for any instalments payable on or after the date of this Contract.

48. REQUISITIONS ON TITLE

For the purposes of Clause 5, the Purchaser acknowledges that it shall only make *requisitions* in the form annexed hereto.

49. DISCHARGE OF ENCUMBRANCES

- (a) The Purchaser acknowledges that if there is, now or prior to completion, any lodged or registered mortgage, encumbrance, lease or caveat to which the Purchaser's assurance is not hereby made subject then the Purchaser shall not be entitled to require a discharge, reconveyance, surrender or withdrawal (as the case may be) of the same to be executed or registered prior to completion but will on completion accept a duly executed and attested discharge, reconveyance, surrender or withdrawal (as the case may be) with the appropriate registration fee. A notice by the Vendor to the Purchaser to complete the contract shall not be invalidated by reason only of the existence at the time of the notice of such mortgage, encumbrance, lease or caveat whether or not at the time a discharge, reconveyance, surrender or withdrawal of the same shall have been duly executed by the person entitled so to do and attested.
- (b) In the event that the Vendor shall be restrained or prevented from completing this contract by reason of the existence of a caveat, injunction, court order or otherwise then the time for completion of this contract shall be extended to such period of time as the Vendor may reasonably require in all the circumstances to give title to the Purchaser provided however if the Vendor is not able to complete the contract within three (3) months from the date of this contract either party may by notice in writing to the other party rescind this contract and the provisions of clause 19 shall apply. Nothing in this clause shall imposed or imply any requirement or obligation on the part of the Vendor to take any action or institute any proceedings or to defend any proceedings, in order to be able to give title to the property to the Purchaser. The Purchaser shall not be entitled to make any objection, requisition or claim for compensation in relation to any matter disclosed or referred to in this Special Condition.

50. ELECTRONIC SIGNING & EXCHANGE

- (a) The parties agree and consent this Contract may be prepared and exchanged in an electronic form as set out in the *Conveyancing Act 1900* (vide ss6C, 23C & 52A) and by means of an Electronic Communication as set out in Division 2 of Part 2 of the *Electronic Transactions Act 2000* ("*the Act*");
- (b) If this contract is provided to a party by means of an Electronic Communication, the other party shall not require the Contract in paper form;
- (c) The requirement for the Contract to be signed will be satisfied (without limiting other ways to satisfy the requirement for signing) by the party giving the contract to the other party with:
- (i) the Contract bearing the mark (or endorsement apparently made by or on behalf of the signing party or their attorney; and
 - (ii) a representation made by the party or the parties' solicitor (either on the Contract or separately) that the contract has been signed by that party or their attorney;
 - (iii) to avoid doubt, the party receiving the signed Contract under this condition consents pursuant to section 9(1)(c).

51. GUARANTEE

- (a) This clause applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.
- (b) The word *Guarantor* means and being two (2) of the directors of the Purchaser or, if the Purchaser is a sole director/secretary corporation, the sole director/secretary).
- (c) If the Guarantor has not signed this clause, the Vendor may *terminate* this Contract by serving a notice, but only *within* fourteen (14) days after the Contract date.
- (d) In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor:-
 - (i) Payment of all money payable by the Purchaser under this Contract, and
 - (ii) The performance of all of the Purchaser's other obligations under this Contract.
- (e) The Guarantor:-
 - (i) Indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of their obligations under this Contract, and
 - (ii) Must pay on demand any money due to the Vendor under this indemnity.
- (f) The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:
 - (i) the performance by the Purchaser of their obligations under this Contract; and
 - (ii) any damage incurred by the Vendor as a result of the Purchaser's failure to perform their obligations under this Contract or the termination of this Contract by the Vendor.
- (g) The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.
- (h) If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (i) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:-
 - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a court or otherwise;
 - (v) payment to Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) the winding up of the Purchaser.

(j) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.

(k) This clause operates as a Deed between the Vendor and the Guarantor.

EXECUTED as a Deed

SIGNED SEALED & DELIVERED by
in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name of Witness

SIGNED SEALED & DELIVERED by
in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name of Witness

52. CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the Purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "Vendor bid".

- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one Vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock.

The Purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the Vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer - before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer - before the close of the next business day following determination of that amount.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Joseph Anthony Iaconis and Jessica Lee Iaconis
Purchaser:
Property: Unit G.03/2 Fordham Way, Oran Park NSW 2570
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 3/SP102010

SEARCH DATE	TIME	EDITION NO	DATE
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2/6/2025	4:31 PM	2	3/8/2022

LAND

LOT 3 IN STRATA PLAN 102010
AT ORAN PARK
LOCAL GOVERNMENT AREA CAMDEN

FIRST SCHEDULE

JOSEPH ANTHONY IACONIS
JESSICA LEE IACONIS
AS JOINT TENANTS (T AS361352)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102010
2 AS361353 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP102010

SEARCH DATE	TIME	EDITION NO	DATE
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2/6/2025	4:31 PM	4	14/3/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102010
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ORAN PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM SP102010

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102010

ADDRESS FOR SERVICE OF DOCUMENTS:

C/-STRATA PLUS PTY LTD
PO BOX H181
ROYAL EXCHANGE
NSW 1225

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THIS STRATA PLAN FORMS PART OF A PRECINCT SCHEME - SEE INTERESTS
RECORDED ON REGISTER FOLIO 1/280077
- 3 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE SECTION 88B INSTRUMENT
- 4 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE SECTION 88B INSTRUMENT
- 5 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE SECTION 88B INSTRUMENT
- 6 DP1159092 RESTRICTION(S) ON THE USE OF LAND
- 7 DP270899 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT (DOC.1)
- 8 DP270899 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT (DOC.1)
- 9 AS24886 POSITIVE COVENANT
- 10 DP280077 RIGHT OF CARRIAGEWAY 7 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 2)
- 11 DP280077 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC. 2)
- 12 DP280077 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE SECTION 88B INSTRUMENT AFFECTING

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

-
- THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 2)
- 13 DP280077 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE SECTION 88B INSTRUMENT (DOC. 2)
 - 14 DP280077 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE SECTION 88B INSTRUMENT (DOC. 2)
 - 15 DP280077 POSITIVE COVENANT (DOC. 2)
 - 16 AT899318 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 102010

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 201	2	- 218	3	- 162	4	- 201
5	- 189	6	- 158	7	- 189	8	- 214
9	- 155	10	- 152	11	- 183	12	- 155
13	- 189	14	- 188	15	- 188	16	- 189
17	- 191	18	- 157	19	- 153	20	- 184
21	- 157	22	- 191	23	- 189	24	- 189
25	- 191	26	- 193	27	- 158	28	- 155
29	- 186	30	- 158	31	- 193	32	- 191
33	- 191	34	- 193	35	- 194	36	- 196
37	- 217	38	- 160	39	- 194	40	- 193
41	- 193	42	- 158	43	- 220	44	- 202
45	- 233	46	- 168	47	- 201	48	- 199
49	- 199	50	- 166	51	- 228	52	- 264
53	- 264						

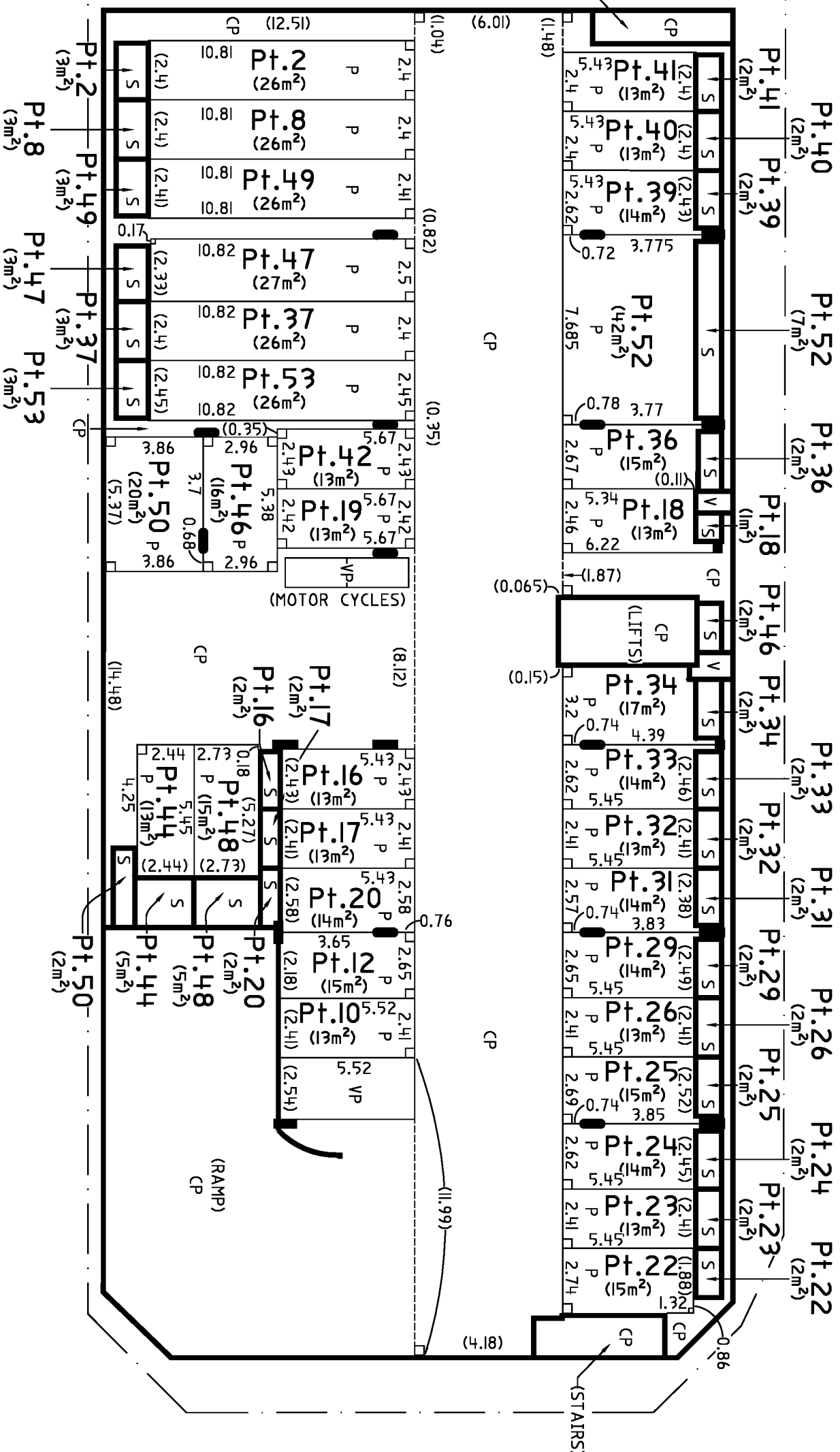
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

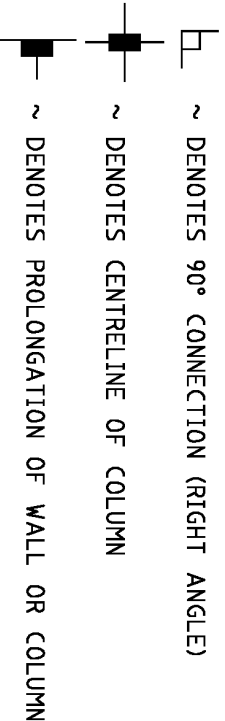


BASEMENT LEVEL 2



NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
 2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015.
- CP ~ DENOTES COMMON PROPERTY
 VP ~ DENOTES VISITOR CAR PARKING SPACE (CP)
 P ~ DENOTES CAR PARKING SPACE
 S ~ DENOTES STORAGE SPACE
 V ~ DENOTES VOID (CP)



PLAN OF SUBDIVISION OF LOT 4 IN DP 280077

Surveyor: WARREN RAYMOND SAUNDERS
 Date of Survey: 2/05/2022
 Surveyor's Ref: 320236.02M.SP

LGA: CAMDEN

Locality: ORAN PARK
 Subdivision No: 140.2021.442.1

Registered

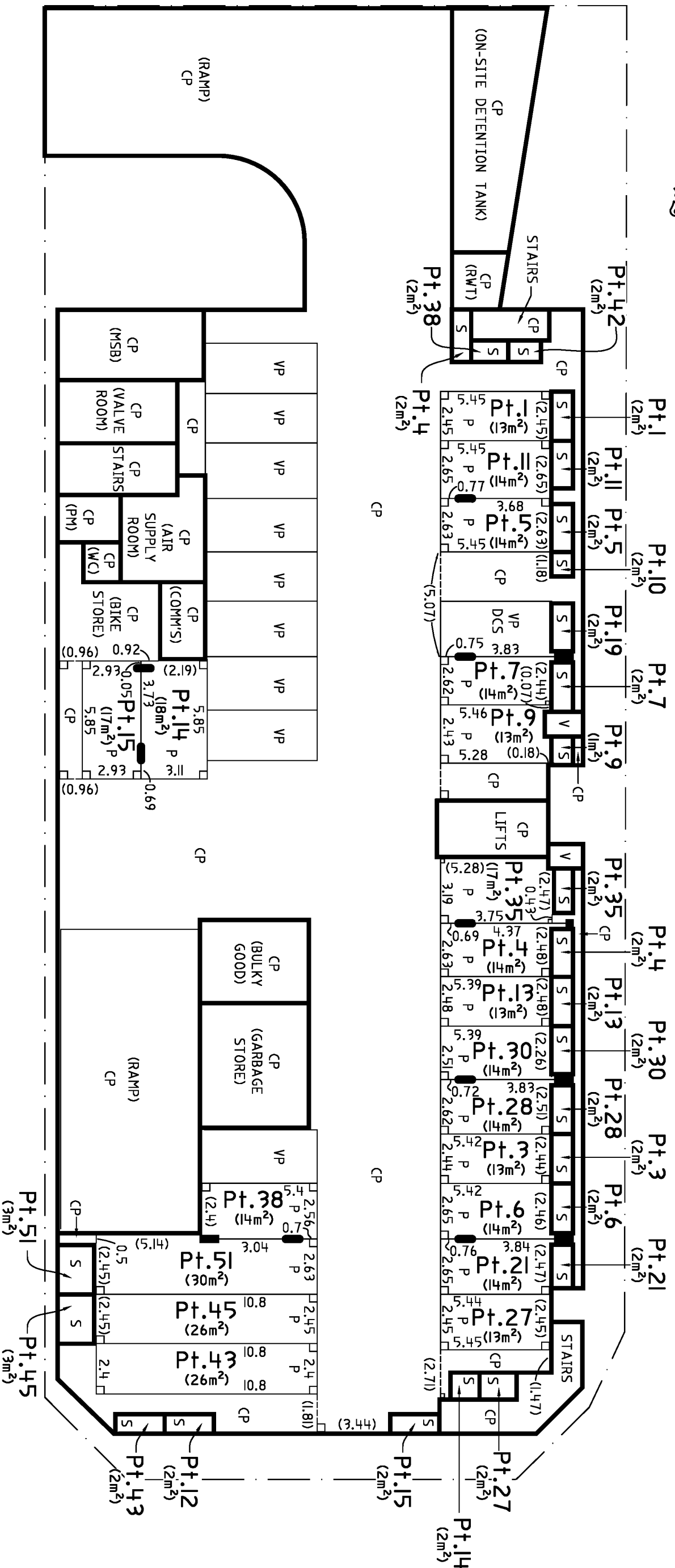
12/07/2022

SP102010

Lengths are in metres. Reduction Ratio 1:200

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140

BASEMENT LEVEL 1



NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015.

- ⊥ ~ DENOTES 90° CONNECTION (RIGHT ANGLE)
- ~—~ DENOTES CENTRELINE OF COLUMN
- ~—~ DENOTES PROLONGATION OF WALL OR COLUMN

- DCS ~ DENOTES DISABLED CAR PARKING SPACE (CP)
- MSB ~ DENOTES MAINS SWITCH BOARD
- RWT ~ DENOTES RAINWATER TANK
- WC ~ DENOTES WATER CLOSET
- PM ~ DENOTES PUMP ROOM
- CP ~ DENOTES COMMON PROPERTY
- VP ~ DENOTES VISITOR CAR PARKING SPACE (CP)
- P ~ DENOTES CAR PARKING SPACE
- S ~ DENOTES STORAGE SPACE
- COMM'S ~ DENOTES COMMUNICATION ROOM
- V ~ DENOTES VOID (CP)

Surveyor: WARREN RAYMOND SAUNDERS
 Date of Survey: 2/05/2022
 Surveyor's Ref: 320236.02M.SP

PLAN OF SUBDIVISION OF LOT 4 IN DP 280077

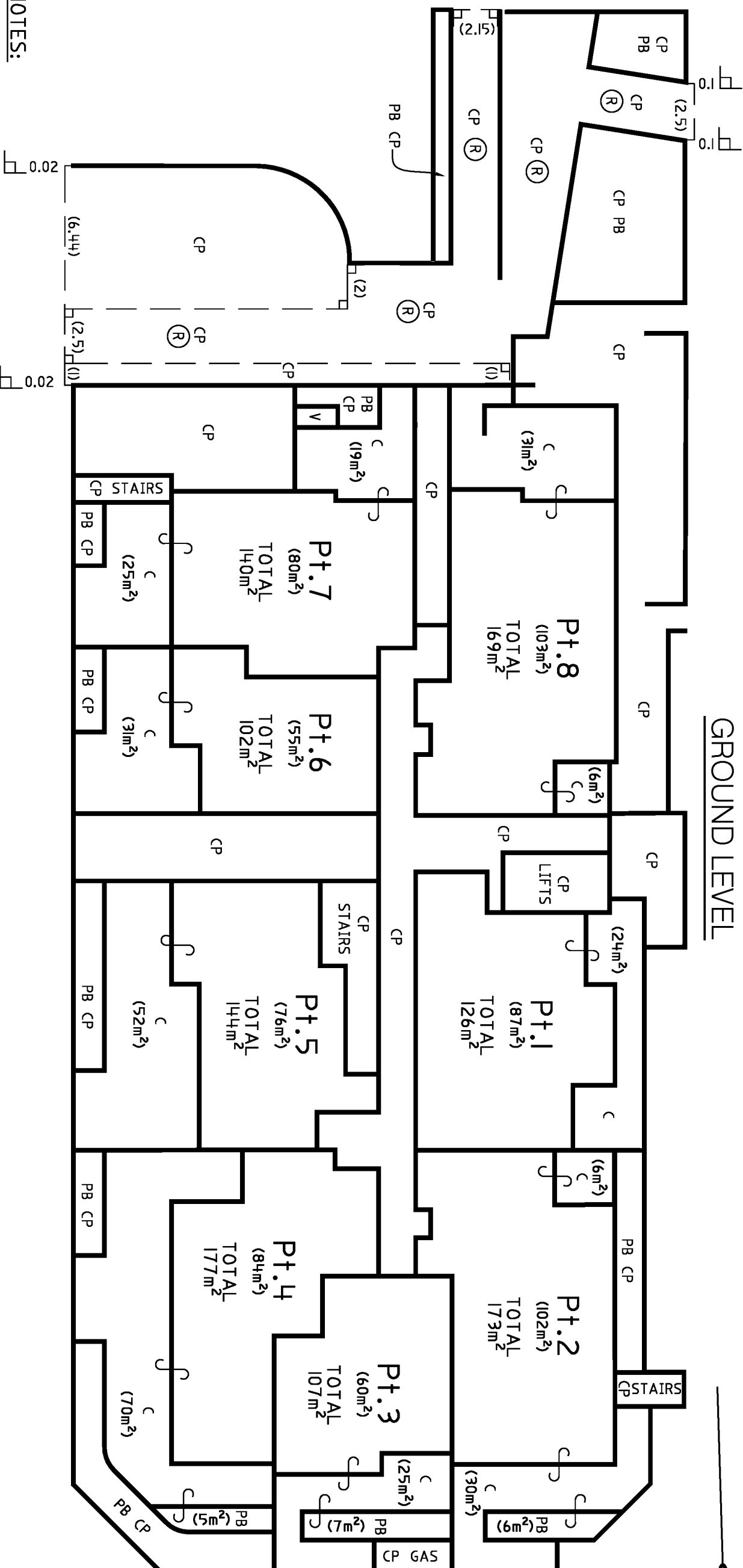
LGA: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 140.2021.442.1

Registered
 12/07/2022

SP102010

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Lengths are in metres. Reduction Ratio 1:200



NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015.
3. THE STRATUM OF THE COURTYARD IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
4. THE STRATUM OF THE PLANTER BOX IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: WARREN RAYMOND SAUNDERS
 Date of Survey: 2/05/2022
 Surveyor's Ref: 320236.02M.SP

PLAN OF SUBDIVISION OF LOT 4 IN DP 280077

LGA: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 140.2021.442.1
 Lengths are in metres. Reduction Ratio 1:200

Registered
 12/07/2022

SP102010

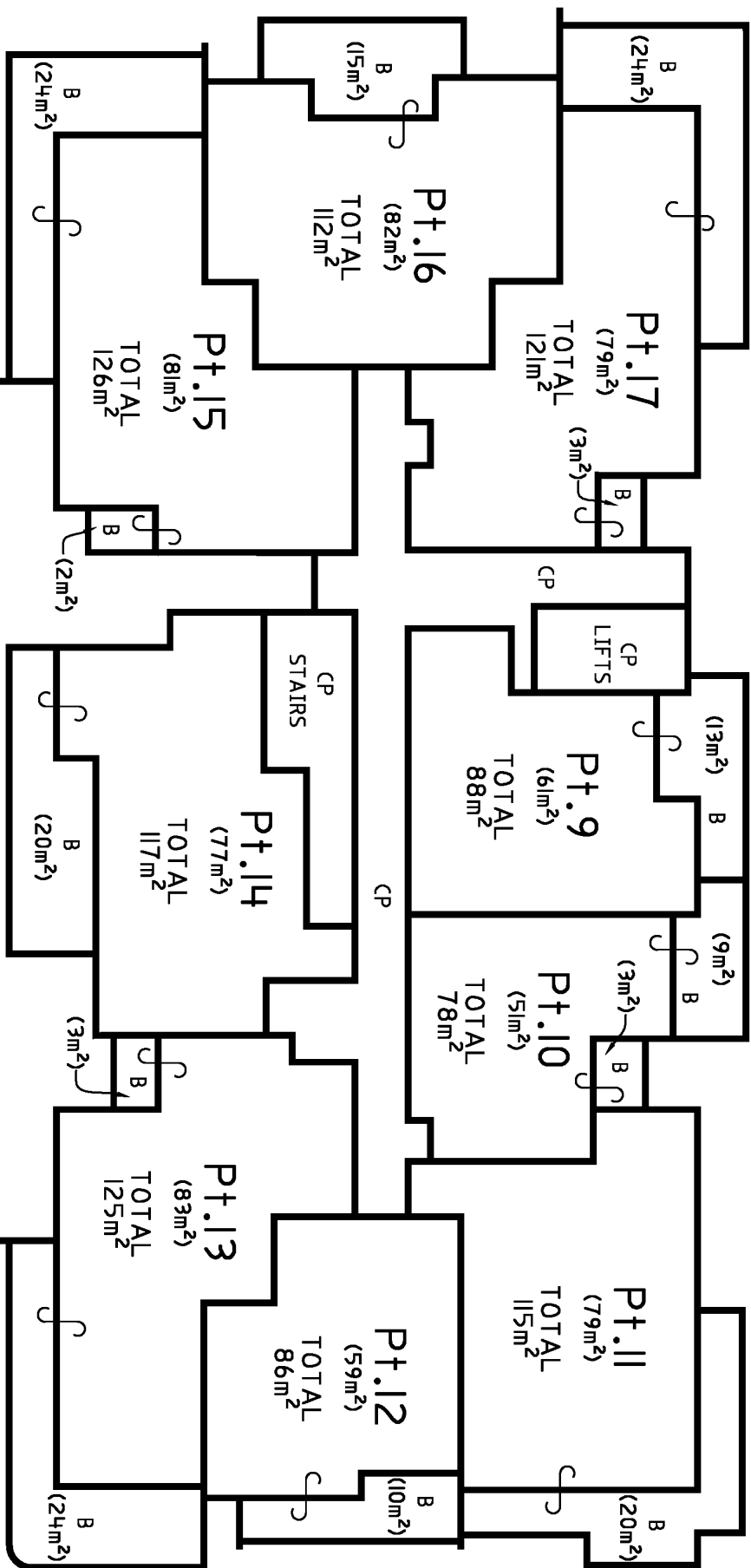
0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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LEVEL 1

NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015.
3. THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

CP ~ DENOTES COMMON PROPERTY
 B ~ DENOTES BALCONY

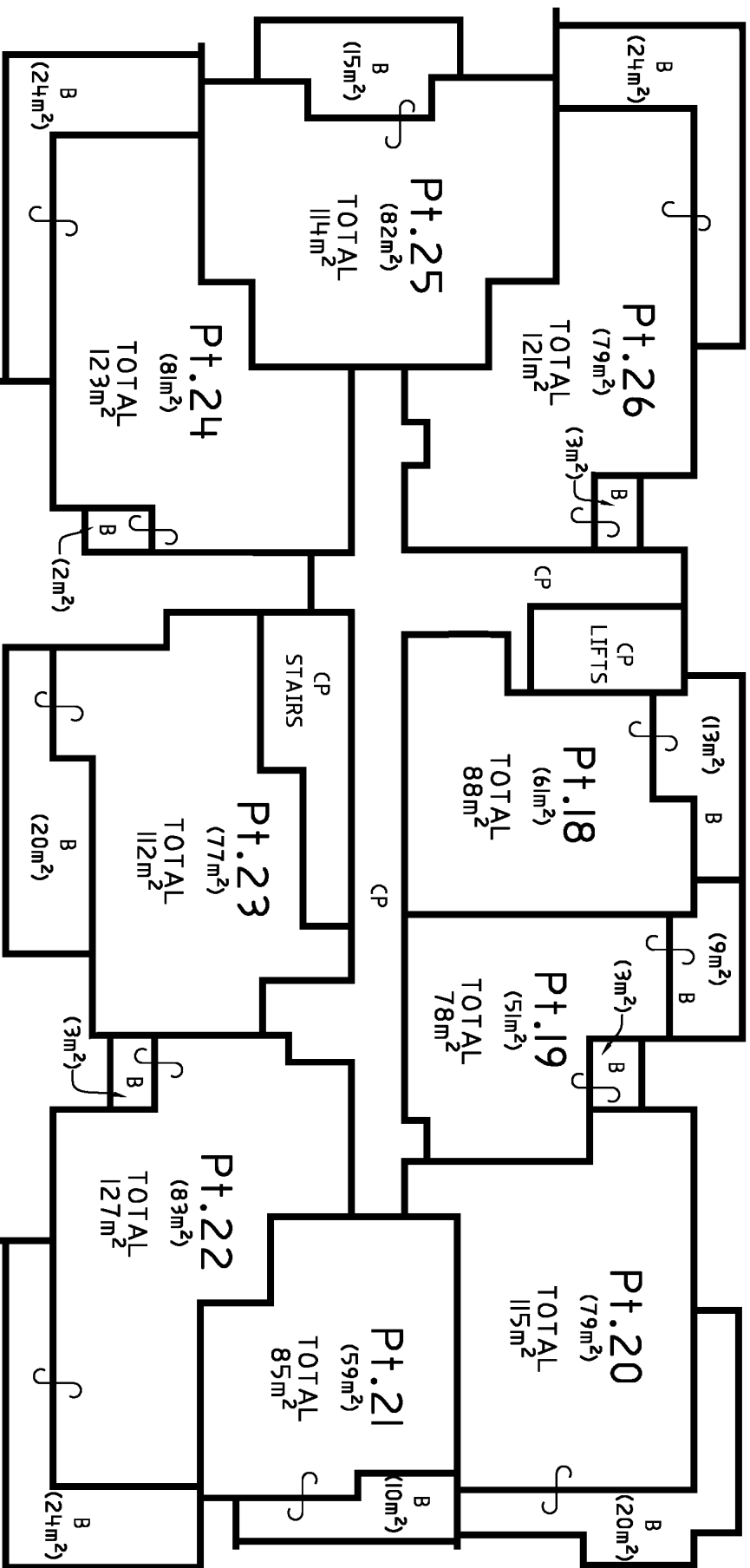


Surveyor: WARREN RAYMOND SAUNDERS Date of Survey: 2/05/2022 Surveyor's Ref: 320236.02M.SP		PLAN OF SUBDIVISION OF LOT 4 IN DP 280077		LGA: CAMDEN Locality: ORAN PARK Subdivision No: 140.2021.442.1 Lengths are in metres. Reduction Ratio 1:200		Registered 12/07/2022		SP102010						
0	10	20	30	40	50	60	70	80	90	100	110	120	130	140

NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
 2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015.
 3. THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
- CP ~ DENOTES COMMON PROPERTY
 B ~ DENOTES BALCONY

LEVEL 2



Surveyor: WARREN RAYMOND
 SAUNDERS
 Date of Survey: 2/05/2022
 Surveyor's Ref: 320236.02M.SP

PLAN OF SUBDIVISION OF LOT 4 IN DP 280077

LGA: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 140.2021.442.1
 Lengths are in metres. Reduction Ratio 1:200

Registered
 12/07/2022

SP102010

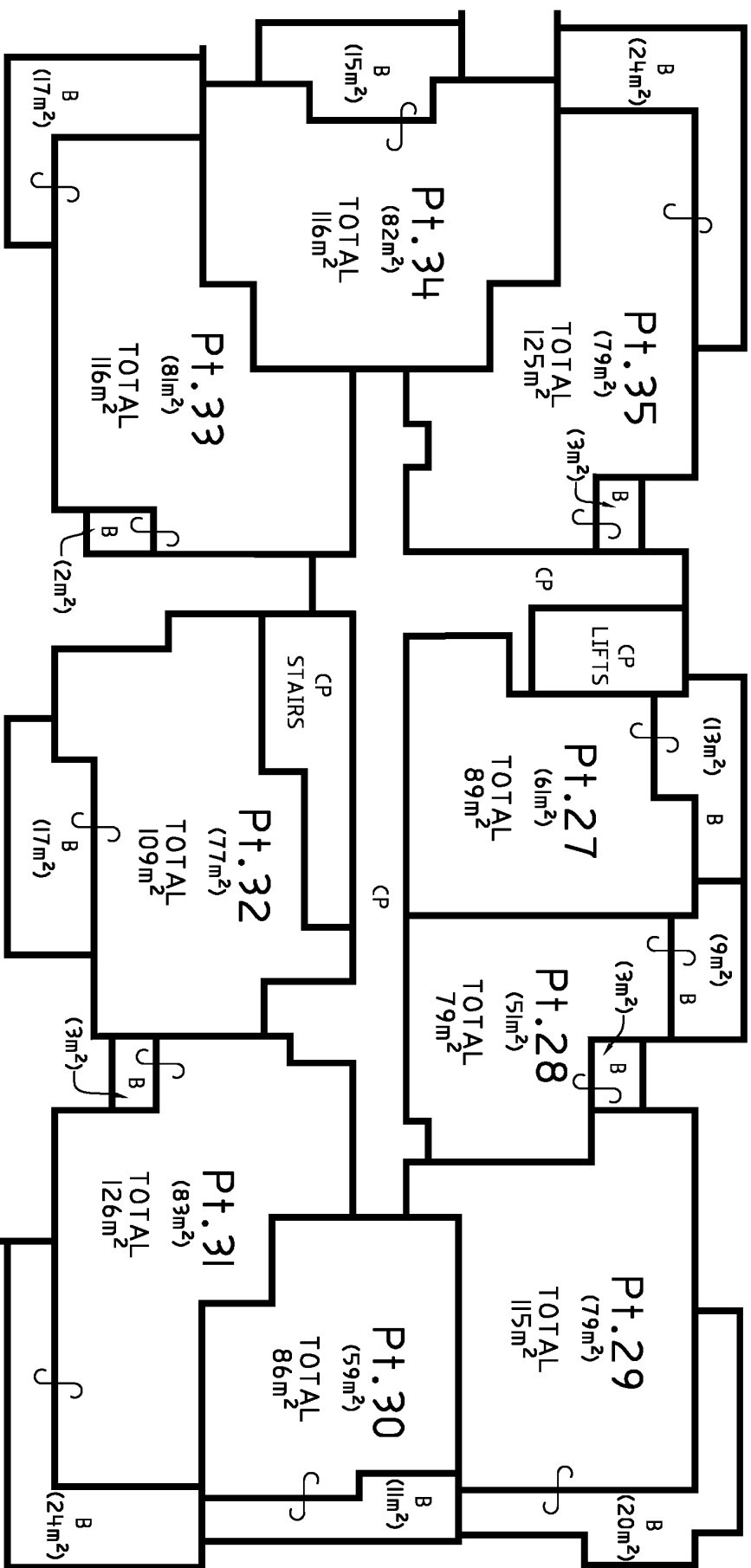
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NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015.
3. THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

CP ~ DENOTES COMMON PROPERTY
 B ~ DENOTES BALCONY

LEVEL 3



Surveyor: WARREN RAYMOND SAUNDERS Date of Survey: 2/05/2022 Surveyor's Ref: 320236.02M.SP	PLAN OF SUBDIVISION OF LOT 4 IN DP 280077	LGA: CAMDEN Locality: ORAN PARK Subdivision No: 140.2021.442.1 Lengths are in metres. Reduction Ratio 1:200	Registered 12/07/2022	SP102010
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140				

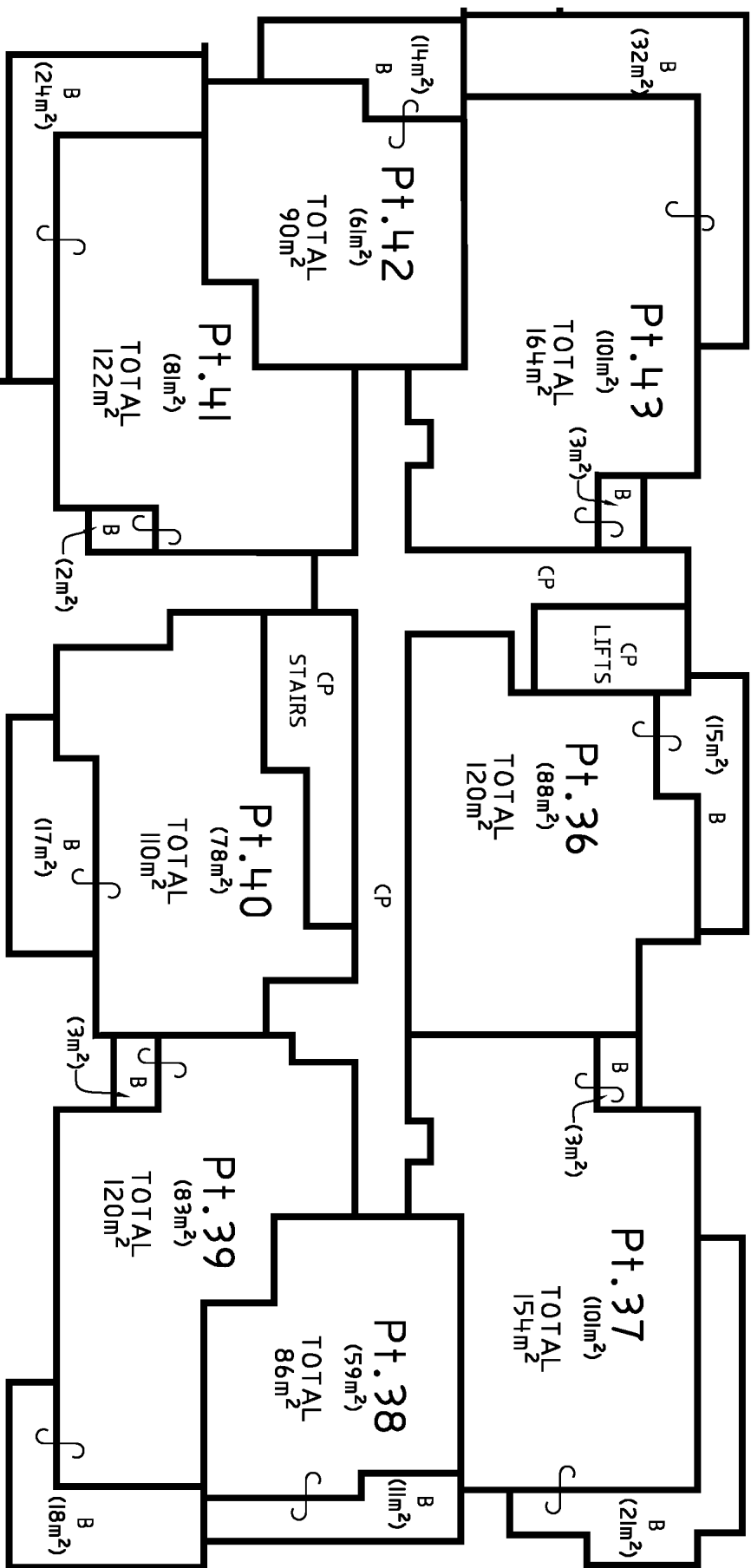


LEVEL 4

NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015.
3. THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

CP ~ DENOTES COMMON PROPERTY
 B ~ DENOTES BALCONY



Surveyor: WARREN RAYMOND
 SAUNDERS
 Date of Survey: 2/05/2022
 Surveyor's Ref: 320236.02M.SP

PLAN OF SUBDIVISION OF LOT 4 IN DP 280077

LGA: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 140.2021.442.1
 Lengths are in metres. Reduction Ratio 1:200

Registered
 12/07/2022

SP102010

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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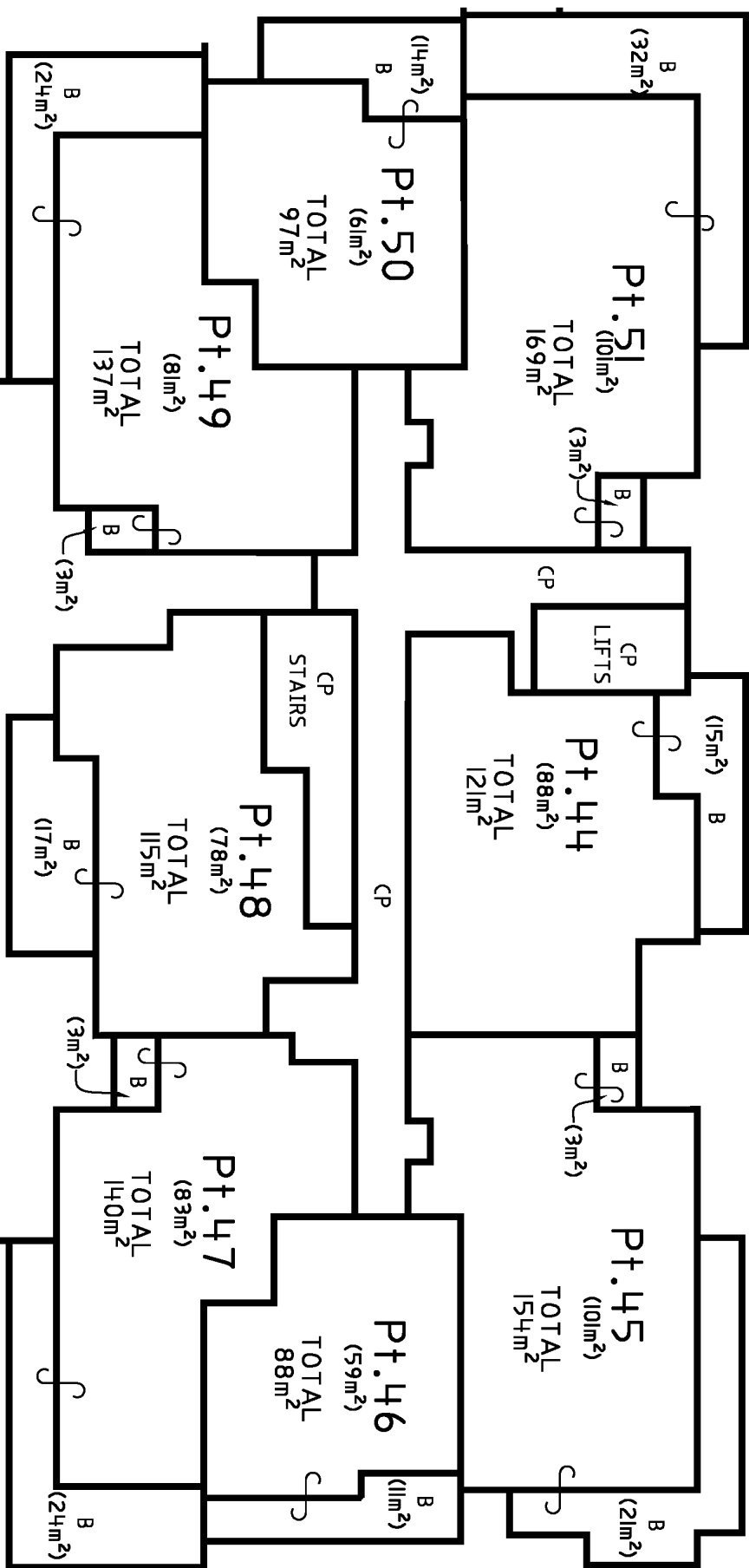
LEVEL 5



NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015.
3. THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

CP ~ DENOTES COMMON PROPERTY
 B ~ DENOTES BALCONY



Surveyor: WARREN RAYMOND
 SAUNDERS

Date of Survey: 2/05/2022

Surveyor's Ref: 320236.02M.SP

PLAN OF SUBDIVISION OF LOT 4 IN DP 280077

LGA: CAMDEN

Locality: ORAN PARK

Subdivision No: 140.2021.442.1

Lengths are in metres. Reduction Ratio 1:200

Registered

12/07/2022



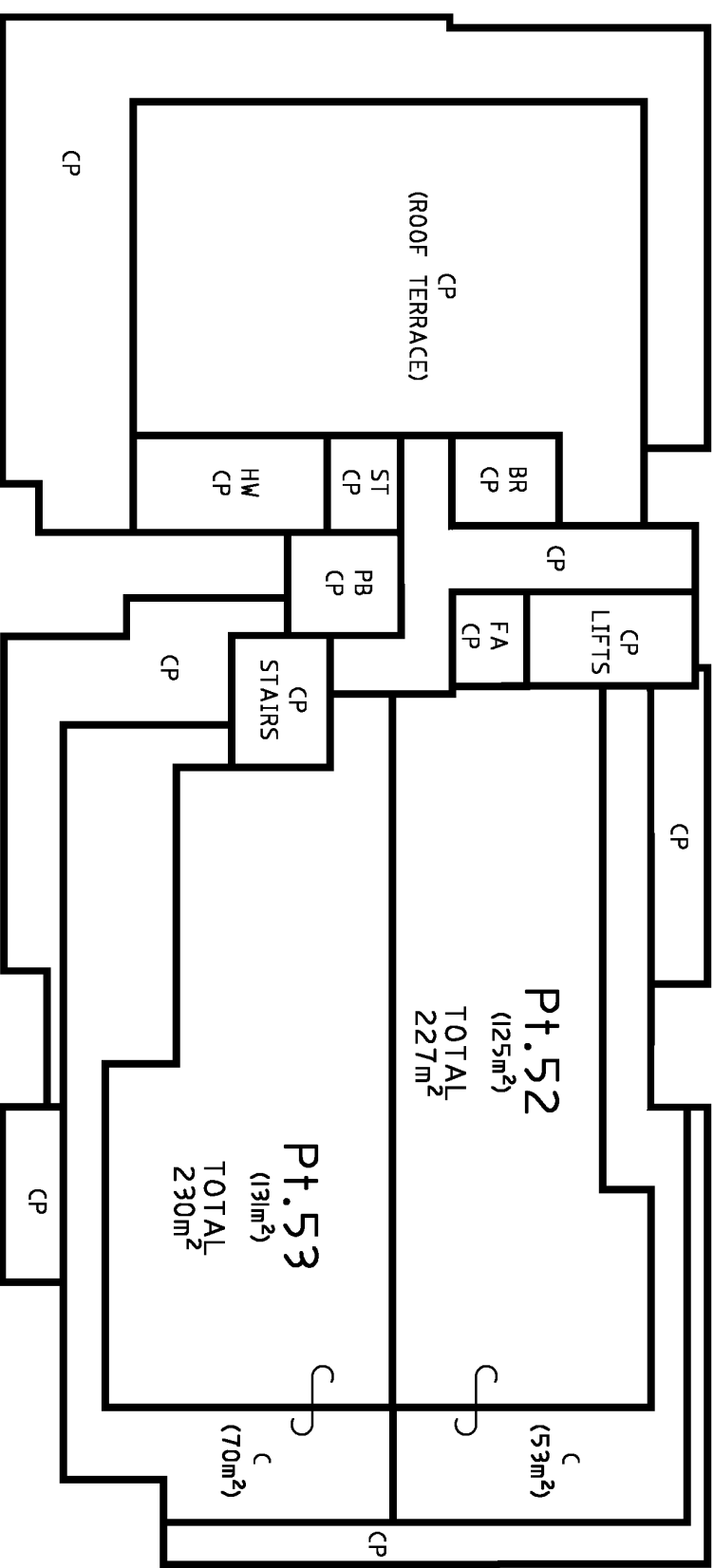
SP102010

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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LEVEL 6

NOTES:

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
 2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015.
 3. THE STRATUM OF THE COURTYARD IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
- C ~ DENOTES COURTYARD
 CP ~ DENOTES COMMON PROPERTY
 BR ~ DENOTES BATHROOM
 FA ~ DENOTES FAN ROOM
 HW ~ DENOTES HOT WATER PLANT
 PB ~ DENOTES PLANTER BOX
 ST ~ DENOTES STORE ROOM



Surveyor: WARREN RAYMOND
 SAUNDERS
 Date of Survey: 2/05/2022
 Surveyor's Ref: 320236.02M.SP




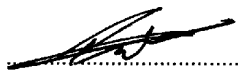
PLAN OF SUBDIVISION OF LOT 4 IN DP 280077

LGA: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 140.2021.442.1
 Lengths are in metres. Reduction Ratio 1:200


Registered
 12/07/2022

SP102010

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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SP FORM 3.02	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
Office Use Only		Office Use Only
Registered:  12/07/2022		SP102010
PLAN OF SUBDIVISION OF LOT 4 IN DP 280077		LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND
This is *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents Metro Apartments 2 Fordham Way 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 *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.
<p style="text-align:center;">Surveyor's Certificate</p> I WARREN RAYMOND SAUNDERS of PREMISE AUSTRALIA PTY LTD LEVEL 3 SUITE 301 ORAN PARK PODIUM ORAN PARK NSW 2570, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^		<p style="text-align:center;">Strata Certificate (Local Council)</p> CAMDEN COUNCIL 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> . *(a) This plan is part of a development scheme. *(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. *(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>.
Signature:  Date: 2/05/2022 Surveyor ID: 186 Surveyor's Reference: 320236.02M.SP ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Certificate Reference: 140.2021.442.1 Relevant Planning Approval No.: DA/2021/442/1 issued by: CAMDEN COUNCIL Signed by:  being the *Authorised Person, *General Manager Signature:  Date: 07.07.2022 # Insert the name of the local council ^ Insert lot numbers of proposed utility lots
* Strike through if inapplicable		

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 6 sheet(s)
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<p style="text-align: center;">Office Use Only</p> <p>Registered:  12/07/2022</p>	<p style="text-align: center;">Office Use Only</p> <h1 style="font-size: 2em; margin: 0;">SP102010</h1>
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VALUER'S CERTIFICATE

I, * IAIN AVERY of Landsburys Valuation & Advisory Pty Limited ABN 21 168 082 102

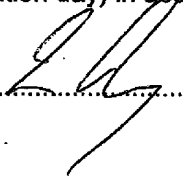
Suite 504, Level 5 105 Pitt Street, Sydney NSW 2000 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute (API)

Class of membership: AAPI

Membership number: API No.63504

certify that the unit entitlements shown in the schedule herewith were apportioned on 21/03/2022 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature:  Date 25th MAY 2022

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT NUMBER	UNIT ENTITLEMENT
1	201
2	218
3	162
4	201
5	189
6	158
7	189
8	214
9	155
10	152
11	183
12	155
13	189
14	188
15	188
16	189
17	191
18	157
19	153
20	184
21	157


LOT NUMBER	UNIT ENTITLEMENT
22	191
23	189
24	189
25	191
26	193
27	158
28	155
29	186
30	158
31	193
32	191
33	191
34	193
35	194
36	196
37	217
38	160
39	194
40	193
41	193
42	158

LOT NUMBER	UNIT ENTITLEMENT
43	220
44	202
45	233
46	168
47	201
48	199
49	199
50	166
51	228
52	264
53	264
AGGREGATE	10,000



 Camden Council Authorised Person

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 6 sheet(s)
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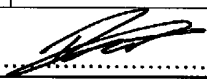
<p style="text-align: center;">Office Use Only</p> <p>Registered:  12/07/2022</p>	<p style="text-align: center;">Office Use Only</p> <h1 style="font-size: 2em; margin: 0;">SP102010</h1>
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This sheet is for the provision of the following information as 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 ADDRESSES

LOT No.	SUITE No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	G01	2	FORDHAM	WAY	ORAN PARK
2	G02	2	FORDHAM	WAY	ORAN PARK
3	G03	2	FORDHAM	WAY	ORAN PARK
4	G04	2	FORDHAM	WAY	ORAN PARK
5	G05	2	FORDHAM	WAY	ORAN PARK
6	G06	2	FORDHAM	WAY	ORAN PARK
7	G07	2	FORDHAM	WAY	ORAN PARK
8	G08	2	FORDHAM	WAY	ORAN PARK
9	101	2	FORDHAM	WAY	ORAN PARK
10	102	2	FORDHAM	WAY	ORAN PARK
11	103	2	FORDHAM	WAY	ORAN PARK
12	104	2	FORDHAM	WAY	ORAN PARK
13	105	2	FORDHAM	WAY	ORAN PARK
14	106	2	FORDHAM	WAY	ORAN PARK
15	107	2	FORDHAM	WAY	ORAN PARK
16	108	2	FORDHAM	WAY	ORAN PARK
17	109	2	FORDHAM	WAY	ORAN PARK
18	201	2	FORDHAM	WAY	ORAN PARK
19	202	2	FORDHAM	WAY	ORAN PARK
20	203	2	FORDHAM	WAY	ORAN PARK
21	204	2	FORDHAM	WAY	ORAN PARK
22	205	2	FORDHAM	WAY	ORAN PARK
23	206	2	FORDHAM	WAY	ORAN PARK
24	207	2	FORDHAM	WAY	ORAN PARK
25	208	2	FORDHAM	WAY	ORAN PARK
26	209	2	FORDHAM	WAY	ORAN PARK



 Camden Council Authorised Person

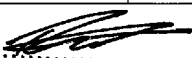
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 6 sheet(s)
Registered:  12/07/2022	Office Use Only	Office Use Only
		<h1>SP102010</h1>

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*


SCHEDULE OF ADDRESSES (cont'd)

LOT No.	SUITE No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
27	301	2	FORDHAM	WAY	ORAN PARK
28	302	2	FORDHAM	WAY	ORAN PARK
29	303	2	FORDHAM	WAY	ORAN PARK
30	304	2	FORDHAM	WAY	ORAN PARK
31	305	2	FORDHAM	WAY	ORAN PARK
32	306	2	FORDHAM	WAY	ORAN PARK
33	307	2	FORDHAM	WAY	ORAN PARK
34	308	2	FORDHAM	WAY	ORAN PARK
35	309	2	FORDHAM	WAY	ORAN PARK
36	401	2	FORDHAM	WAY	ORAN PARK
37	402	2	FORDHAM	WAY	ORAN PARK
38	403	2	FORDHAM	WAY	ORAN PARK
39	404	2	FORDHAM	WAY	ORAN PARK
40	405	2	FORDHAM	WAY	ORAN PARK
41	406	2	FORDHAM	WAY	ORAN PARK
42	407	2	FORDHAM	WAY	ORAN PARK
43	408	2	FORDHAM	WAY	ORAN PARK
44	501	2	FORDHAM	WAY	ORAN PARK
45	502	2	FORDHAM	WAY	ORAN PARK
46	503	2	FORDHAM	WAY	ORAN PARK
47	504	2	FORDHAM	WAY	ORAN PARK
48	505	2	FORDHAM	WAY	ORAN PARK
49	506	2	FORDHAM	WAY	ORAN PARK
50	507	2	FORDHAM	WAY	ORAN PARK
51	508	2	FORDHAM	WAY	ORAN PARK



 Camden Council Authorised Person

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 6 sheet(s)
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Office Use Only	Office Use Only
Registered:  12/07/2022	SP102010


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

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- 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 ADDRESSES (cont'd)

LOT No.	SUITE No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
52	601	2	FORDHAM	WAY	ORAN PARK
53	602	2	FORDHAM	WAY	ORAN PARK
COMMON PROPERTY	-	2	FORDHAM	WAY	ORAN PARK






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Camden Council Authorised Person


SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 6 sheet(s)
Office Use Only	Office Use Only	
Registered:  12/07/2022	SP102010	

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*

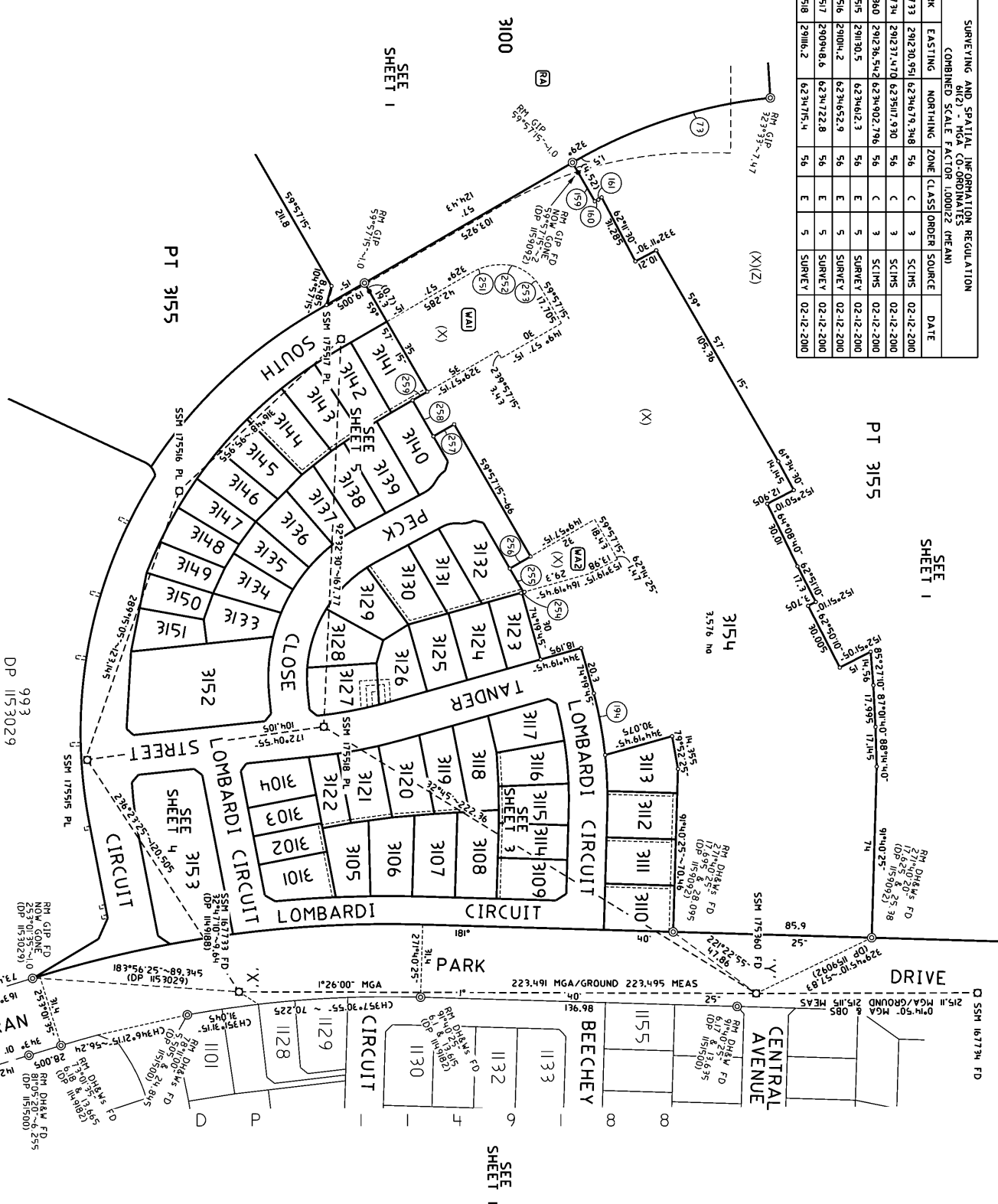
(ACN 001 253 587)
Executed by Perich Property Pty Limited as trustee for the Perich Property Unit Trust
(~~ABN 74 413 146 214~~) by its duly appointed attorneys pursuant to registered
Power of Attorney Book 4767 No.281.

 _____ Signature of attorney	 _____ Signature of attorney
MARK PERICH P.O.A _____ Name and Position of attorney	KENNETH HAUSTEAD P.O.A _____ Name and position of attorney
 _____ Signature of witness	 _____ Signature of witness
SHAWN VAN DUIN _____ Name of witness corner ORAN PARK DR & PETER BRUCH DR	SHAWN VAN DUIN _____ Name of witness corner ORAN PARK DR & PETER BRUCH DR
ORAN PARK NSW 2570 _____ Address of witness	ORAN PARK NSW 2570. _____ Address of witness


.....
Camden Council Authorised Person



SURVEYING AND SPATIAL INFORMATION REGULATION				
COMBINED SCALE FACTOR (AVERAGE) (MEAN)				
MARK	EASTING	NORTHING	ZONE CLASS ORDER	DATE
SSM 167733	290230.951	62346479.348	56 C	3 SCINS 02-12-2000
SSM 167734	290231.470	6235017.930	56 C	3 SCINS 02-12-2000
SSM 175300	290236.542	6234902.796	56 C	3 SCINS 02-12-2000
SSM 177515	290130.5	6234612.3	56 E	5 SURVEY 02-12-2000
SSM 177516	290048.2	6234652.9	56 E	5 SURVEY 02-12-2000
SSM 177517	290048.6	6234722.8	56 E	5 SURVEY 02-12-2000
SSM 177518	290046.2	6234715.4	56 E	5 SURVEY 02-12-2000



No.	BEARING	CHORD	ARC	RADIUS
73	34.2°06'55"	88.565	89.235	210.2
159	59°57'15"	19.3	1.895	190.9
160	329°57'10"	1.5	179.3	179.3
161	330°14'20"	1.895	27.14	25.9
194	79°34'15"	27.115	17.355	10.2
251	34.9°31'45"	17.355	1.78	1.785
252	14.9°04'50"	1.78	14.895	20.9
233	39°22'15"	14.58	14.895	20.9
234	34.4°19'45"	0.7	1.785	1.785
235	59°57'15"	11.8	10.4	10.4
256	14.9°57'15"	10.4	10.4	10.4
257	329°57'15"	10.4	10.4	10.4
258	59°57'15"	10.4	10.4	10.4
259	329°57'15"	10.4	10.4	10.4

SSM CONNECTIONS
 SSM 167733 - SSM 167734
 180°51'06" MGA & OBS
 4.985716 MGA/GROUND 4.985875 MEAS

- (X) RESTRICTION ON THE USE OF LAND - DP1153029, DP1153030, DP1151500 & DP1159092
- (Z) RESTRICTION ON THE USE OF LAND - DP1159094
- (A) RESTRICTION ON THE USE OF LAND
- (B) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
- (C) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

Surveyor: PAUL MICHAEL DALY
 Date of Survey: 10-01-2011
 Surveyor's Ref: 0432073(STADP) (ISSUE J)
 2011M1000(944)

PLANSUBDIVISION OF
 LOT 995 IN DP 1159094, LOT 103 IN DP 1130969
 AND LOTS 3153 & 3154 IN DP 1159092 AND
 EASEMENTS WITHIN LOT 993 IN DP 1153029

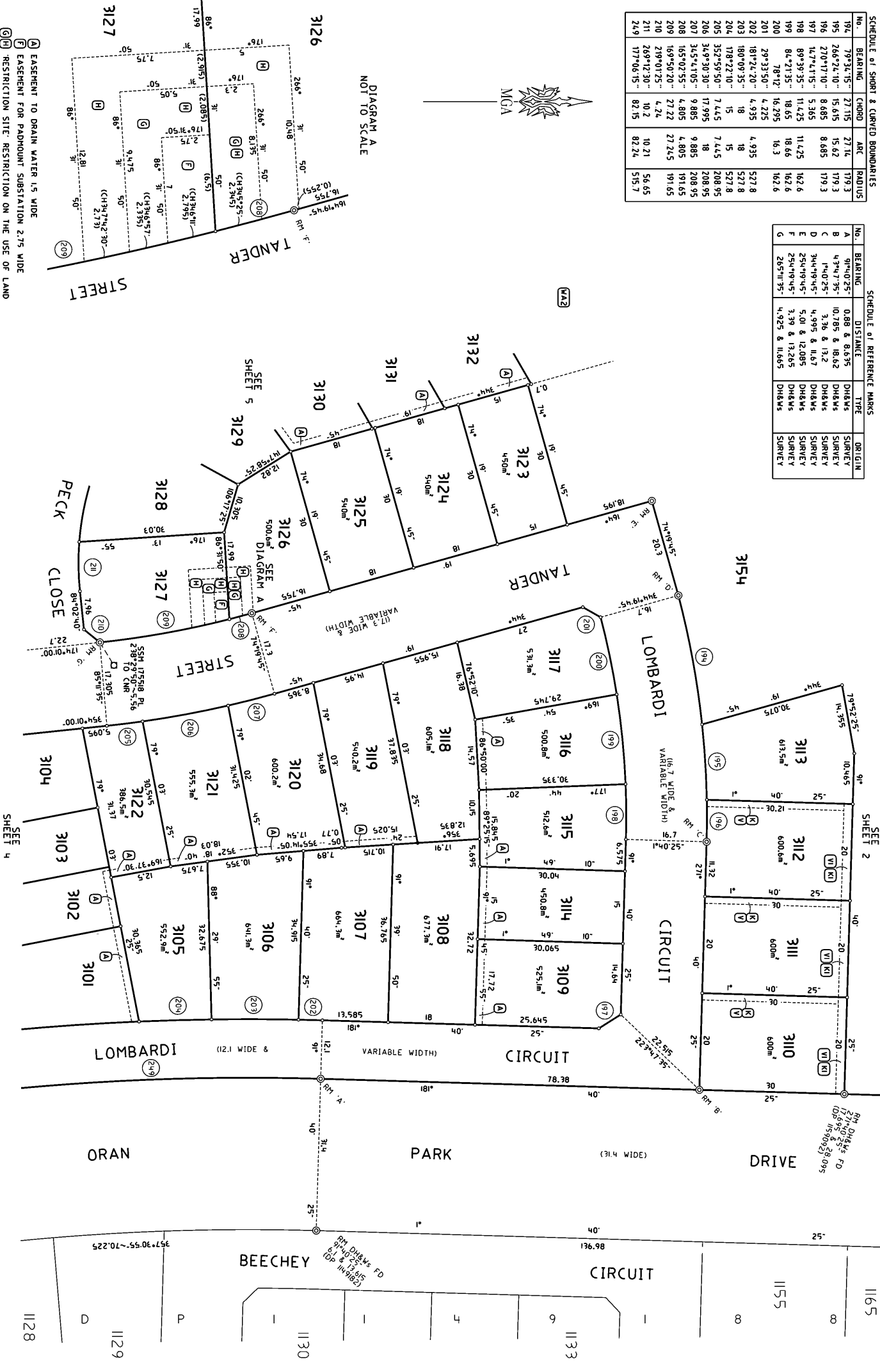
L.G.A.: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 11250

Registered:
 10.6.2011

DP1153032

SCHEDULE of SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	RADIUS
192	79°34'15"	27.15	179.3
195	266°24'10"	15.615	159.3
196	270°17'10"	8.685	179.3
197	147°41'15"	5.365	
198	89°39'35"	11.425	162.6
199	84°21'35"	18.65	162.6
200	78°12'	16.295	162.6
201	29°33'30"	4.225	16.3
202	181°24'20"	4.935	527.8
203	180°09'35"	18	527.8
204	178°22'10"	15	527.8
205	352°59'50"	7.445	208.95
206	349°30'30"	17.995	18
207	345°41'05"	9.885	208.95
208	165°02'55"	4.805	4.805
209	169°50'20"	27.22	27.245
210	219°01'25"	4.24	10.2
211	269°12'30"	10.2	56.65
212	177°06'15"	82.15	177°06'15"

SCHEDULE of REFERENCE MARKS			
No.	BEARING	DISTANCE	ORIGIN
A	91°40'25"	0.88 & 8.635	D&M'S SURVEY
B	47°40'25"	10.785 & 18.62	D&M'S SURVEY
C	17°40'25"	3.36 & 13.2	D&M'S SURVEY
D	304°49'45"	4.995 & 11.67	D&M'S SURVEY
E	254°49'45"	5.01 & 12.085	D&M'S SURVEY
F	254°49'45"	3.39 & 13.265	D&M'S SURVEY
G	265°11'35"	4.925 & 11.665	D&M'S SURVEY



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (C) RESTRICTION ON THE USE OF LAND 1.4 WIDE
- (D) RESTRICTION ON THE USE OF LAND 1.8 WIDE
- (E) RESTRICTION ON THE USE OF LAND 1.8 WIDE
- (F) POSITIVE COVENANT 1.4 WIDE
- (G) POSITIVE COVENANT 1.8 WIDE
- (H) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

Surveyor: PAUL MICHAEL DALY
 Date of Survey: 10-01-2011
 Surveyor's Ref: 0432073(S1A)DP (ISSUE J)
 2011/11/100(344)

PLAN OF SUBDIVISION OF LOT 995 IN DP 1159094, LOT 103 IN DP 1130869 AND LOTS 3153 & 3154 IN DP 1159092 AND EASEMENTS WITHIN LOT 993 IN DP 1153029

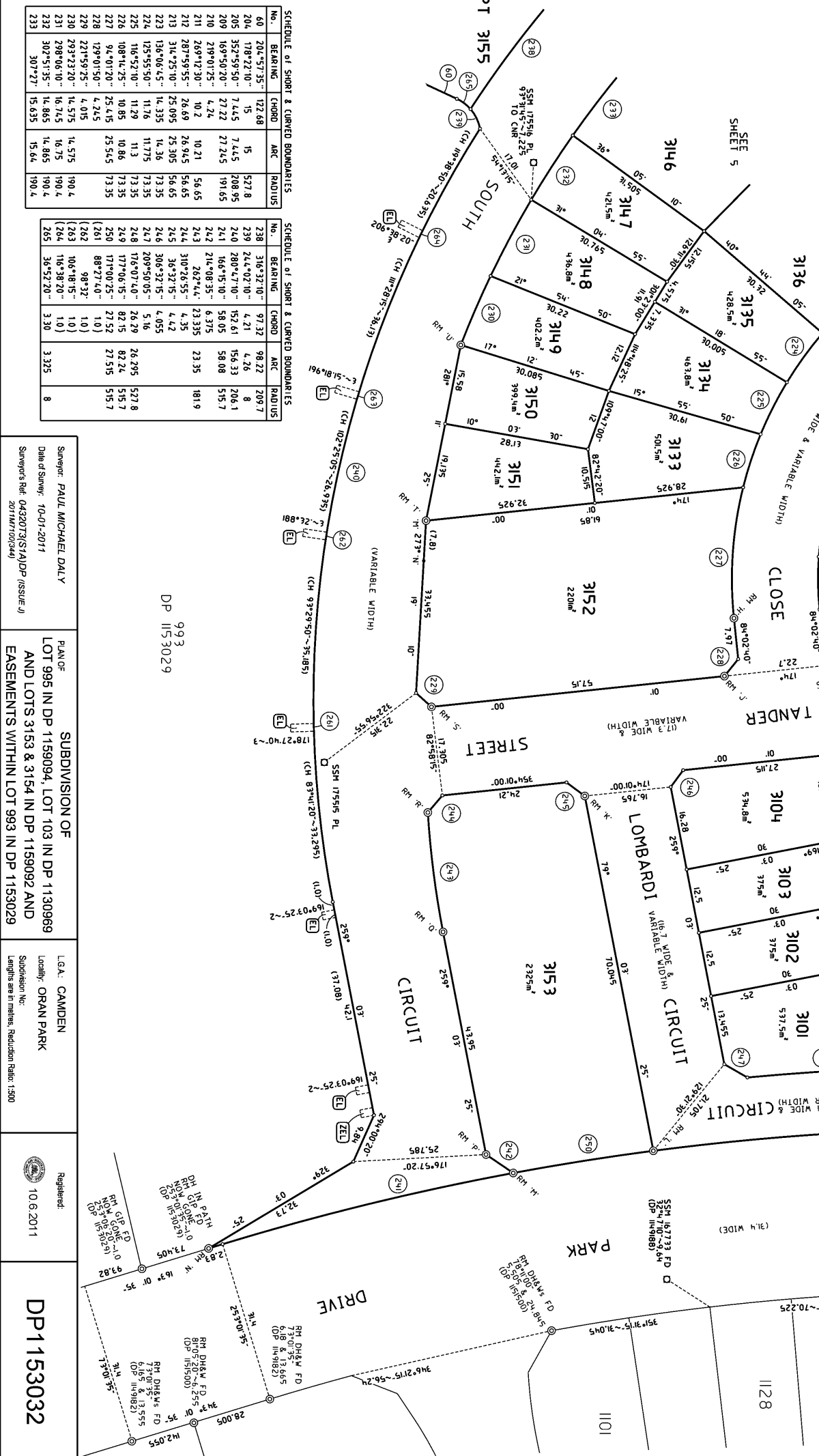
L.G.A.: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 1500

Registered: 10.6.2011

DP1153032

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	TYPE	ORIGIN
G	265°41'35"	4.925 & 11.665	DH&MS SURVEY	DH&MS
H	174°02'40"	4.21 & 12.65	DH&MS SURVEY	DH&MS
J	174°40'	7.585 & 15.07	DH&MS SURVEY	DH&MS
K	174°40'	5.045 & 11.68	DH&MS SURVEY	DH&MS
L	129°23'30"	9.685 & 17.585	DH&MS SURVEY	DH&MS
M	214°38'50"	9.57 & 20.19	DH&MS SURVEY	DH&MS
N	164°03'25"	4.05 & 11.505	DH&MS SURVEY	DH&MS
P	156°57'20"	5.385 & 22.775	DH&MS SURVEY	DH&MS
Q	157°04'40"	3.795 & 20.15	DH&MS SURVEY	DH&MS
R	25°49'30"	6.62	DH&M SURVEY	DH&M
S	25°49'30"	22.32	SSM 175515 TO CNR	SSM 175515
T	262°58'15"	4.715 & 11.845	DH&MS SURVEY	DH&MS
U	354°00'00"	5.42 & 18.915	DH&MS SURVEY	DH&MS
V	174°2'45"	5.04 & 14.725	DH&MS SURVEY	DH&MS



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
60	204°57'35"	122.68	15	527.8
204	178°22'10"	15	7.445	208.95
205	352°59'50"	27.22	27.22	191.65
209	169°50'20"	4.24	10.21	56.65
210	219°01'25"	0.2	26.945	56.65
211	269°12'30"	4.24	26.945	56.65
212	287°59'55"	26.69	25.305	56.65
213	314°25'10"	25.095	25.305	56.65
214	314°25'10"	25.095	25.305	56.65
215	314°25'10"	25.095	25.305	56.65
216	314°25'10"	25.095	25.305	56.65
217	314°25'10"	25.095	25.305	56.65
218	314°25'10"	25.095	25.305	56.65
219	314°25'10"	25.095	25.305	56.65
220	314°25'10"	25.095	25.305	56.65
221	314°25'10"	25.095	25.305	56.65
222	314°25'10"	25.095	25.305	56.65
223	314°25'10"	25.095	25.305	56.65
224	125°55'50"	11.76	11.76	73.35
225	116°52'10"	11.29	11.3	73.35
226	108°14'25"	25.415	10.86	73.35
227	94°01'20"	25.415	25.545	73.35
228	129°01'50"	4.245	4.015	190.4
229	221°59'25"	4.015	16.745	190.4
230	293°23'20"	14.575	16.745	190.4
231	298°06'10"	16.745	16.745	190.4
232	302°51'35"	14.865	16.745	190.4
233	307°27'	15.635	15.64	190.4

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
238	316°32'10"	97.32	98.22	209.7
239	244°02'10"	4.21	4.26	8
240	280°47'10"	152.61	156.33	206.1
241	166°15'10"	58.05	58.08	515.7
242	214°08'35"	6.375	23.35	181.9
243	262°44'	23.335	23.35	181.9
244	310°26'55"	4.35	2.4	306.32715"
245	36°32'15"	4.42	4.055	26.295
246	306°32'15"	4.055	26.295	527.8
247	209°50'05"	5.16	82.24	515.7
248	116°07'40"	26.29	27.515	515.7
249	177°06'15"	82.24	27.515	515.7
250	177°06'15"	27.52	27.515	515.7
251	117°00'25"	27.52	27.515	515.7
252	88°27'40"	1.0	1.0	1.0
253	88°32'	1.0	1.0	1.0
254	106°18'15"	1.0	1.0	1.0
255	116°38'20"	1.0	1.0	1.0
256	116°38'20"	3.30	3.325	8

993
 DP 1153029

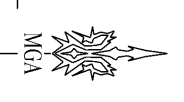
Subdivision of
 LOT 995 IN DP 1159094, LOT 103 IN DP 1130969
 AND LOTS 3153 & 3154 IN DP 1159092 AND
 EASEMENTS WITHIN LOT 993 IN DP 1153029

Surveyor: PAUL MICHAEL DALY
 Date of Survey: 10-01-2011
 Surveyor's Ref: 0432073(STADP) (ISSUE J)
 2011M7100(344)

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

Registered:
 10.6.2011
 DP1153032

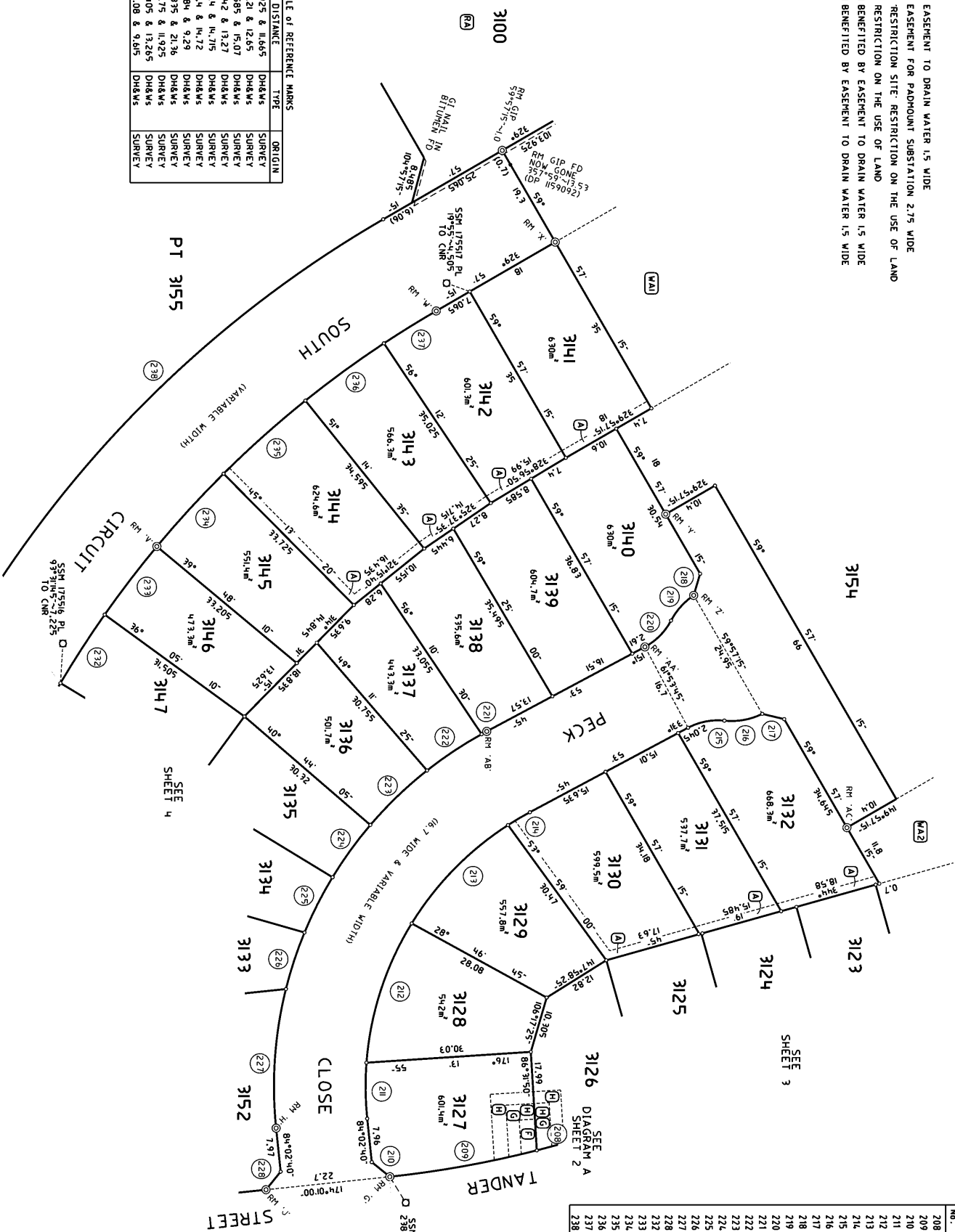
(A) EASEMENT TO DRAIN WATER 1.5 WIDE
 (B) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE
 (C) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 1153029)
 (D) 'N' RESTRICTION ON THE USE OF LAND





- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (F) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (G) RESTRICTION ON THE USE OF LAND
- (RA) RESTRICTION ON THE USE OF LAND
- (MA) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
- (MA2) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

No.	BEARING	DISTANCE	TYPE	ORIGIN
G	265°11'35"	4.925 & 11.665	DH&MS SURVEY	
H	174°02'40"	4.21 & 12.65	DH&MS SURVEY	
I	174°40'	7.595 & 15.07	DH&MS SURVEY	
J	98°48'10"	3.42 & 13.27	DH&MS SURVEY	
K	59°57'15"	3.4 & 14.715	DH&MS SURVEY	
L	59°57'15"	1.84 & 14.72	DH&MS SURVEY	
M	19°33'45"	3.335 & 21.36	DH&MS SURVEY	
N	239°57'15"	4.75 & 11.925	DH&MS SURVEY	
O	241°53'45"	3.405 & 13.265	DH&MS SURVEY	
P	241°53'45"	2.08 & 9.615	DH&MS SURVEY	
Q	106°05'30"		DH&MS SURVEY	



No.	BEARING	CHORD	ARC	RADIUS
208	165°02'55"	4.805	4.805	191.65
209	169°50'20"	27.22	27.245	191.65
210	219°01'25"	4.24	10.21	56.65
211	269°12'30"	10.2	26.945	56.65
212	287°59'55"	26.69	25.305	56.65
213	314°25'10"	4.62	4.625	56.65
214	329°34'	6.765	6.865	11.5
215	34.8°59'4.5"	6.995	7.09	12.5
216	34.9°50'55"	4.115		
217	13°24'4.5"	4.115		
218	106°29'4.0"	6.175	6.24	12.5
219	132°00'	6.175	6.865	11.5
220	132°47'4.5"	6.765	1.06	73.35
221	151°29'20"	1.06	11.965	73.35
222	168°23'35"	11.95	14.36	73.35
223	186°06'4.5"	14.335	10.86	73.35
224	185°55'50"	11.76	11.775	73.35
225	168°52'10"	11.29	11.3	73.35
226	108°14'25"	10.85	25.545	73.35
227	94°01'20"	25.415		
228	129°01'50"	4.245	14.865	190.4
229	94°01'20"	25.415	15.635	190.4
230	307°27'	15.635	18.005	190.4
231	312°30'4.5"	18	20.01	190.4
232	318°13'55"	20	17.73	190.4
233	323°54'4.0"	17.72	11.22	190.4
237	328°15'55"	11.215	11.22	190.7
238	316°32'10"	97.32	98.22	209.7

Surveyor: PAUL MICHAEL DALY

Date of Survey: 10-01-2011

Surveyor's Ref: 0432073(S1A)DP (ISSUE J)

SUBDIVISION OF

LOT 995 IN DP 1159094, LOT 103 IN DP 1130969

AND LOTS 3153 & 3154 IN DP 1159092 AND

EASEMENTS WITHIN LOT 993 IN DP 1153029

L.G.A.: CAMDEN

Locality: ORAN PARK

Subdivision No.: Lengths are in metres, Reduction Ratio: 1:500

Registered: 10.6.2011

DP1153032

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. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (EL)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
4. RESTRICTION ON THE USE OF LAND (G) (H)
5. RESTRICTION ON THE USE OF LAND 1.4 WIDE (K)
6. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K1)
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. POSITIVE COVENANT 1.4 WIDE (V)
14. POSITIVE COVENANT 1.8 WIDE (V1)
15. RESTRICTION ON THE USE OF LAND (RA)

IT IS INTENDED TO DEDICATE :
 LOMBARDI CIRCUIT, PECK CLOSE, SOUTH CIRCUIT AND TANDER STREET TO THE PUBLIC AS PUBLIC ROAD

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")

C. McAlister
 * Authorised Person/General Manager/Accredited Certifier


Consent Authority: Camden Council
 Date of Endorsement: 6th May 2011
 Accreditation no:
 Subdivision Certificate no: 18/2011
 File no: PA 14.35/2009

* Strike through inapplicable parts.

Office Use Only

DP1153032

Office Use Only

Registered:  10.6.2011
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF
 SUBDIVISION OF
 LOT 995 IN DP 1159094, LOT 103 IN 1130969
 AND LOTS 3153 & 3154 IN DP 1159092 AND
 EASEMENTS WITHIN LOT 993 IN DP 1153029

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: 10-01-2011

The survey relates to
LOTS 3101 TO 3154
PART LOT 3100 AND PART LOT 3155 COMPILED
 (specify the land actually surveyed or specify any land shown in the
 plan that is not the subject of the survey)

Paul Michael Daly
 Signature Dated: 25-02-2011
 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 1130969	DP 1153030
DP 1149172	DP 1153031
DP 1149182	DP 1159092
DP 1149188	DP 1159094
DP 1149191	
DP 1151500	
DP 1153029	

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

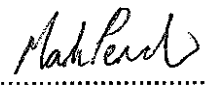
SURVEYOR'S REFERENCE: 04320T3(S1A)DP (ISSUE J)
2011M7100(344)


DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 995 IN DP 1159094, LOT 103 IN DP 1130969 AND LOTS 3153 & 3154 IN DP 1159092 AND EASEMENTS WITHIN LOT 993 IN DP 1153029	Office Use Only
	DP1153032
	Office Use Only
Registered:  10.6.2011	

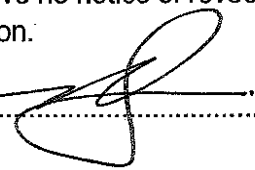
Subdivision Certificate No: 18/2011 Date of Endorsement: 6th May 2011

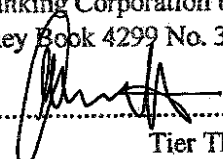

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: 
Print Name: Mark Perich
Office Held Lot A Book 4586 No. 336
23/3/10

Signature: 
Print Name: RALPH BRUCE
Office Held PJA 4586/336 Dated 23/3/2010

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

Signature: 

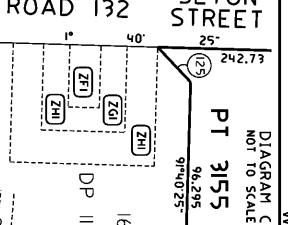
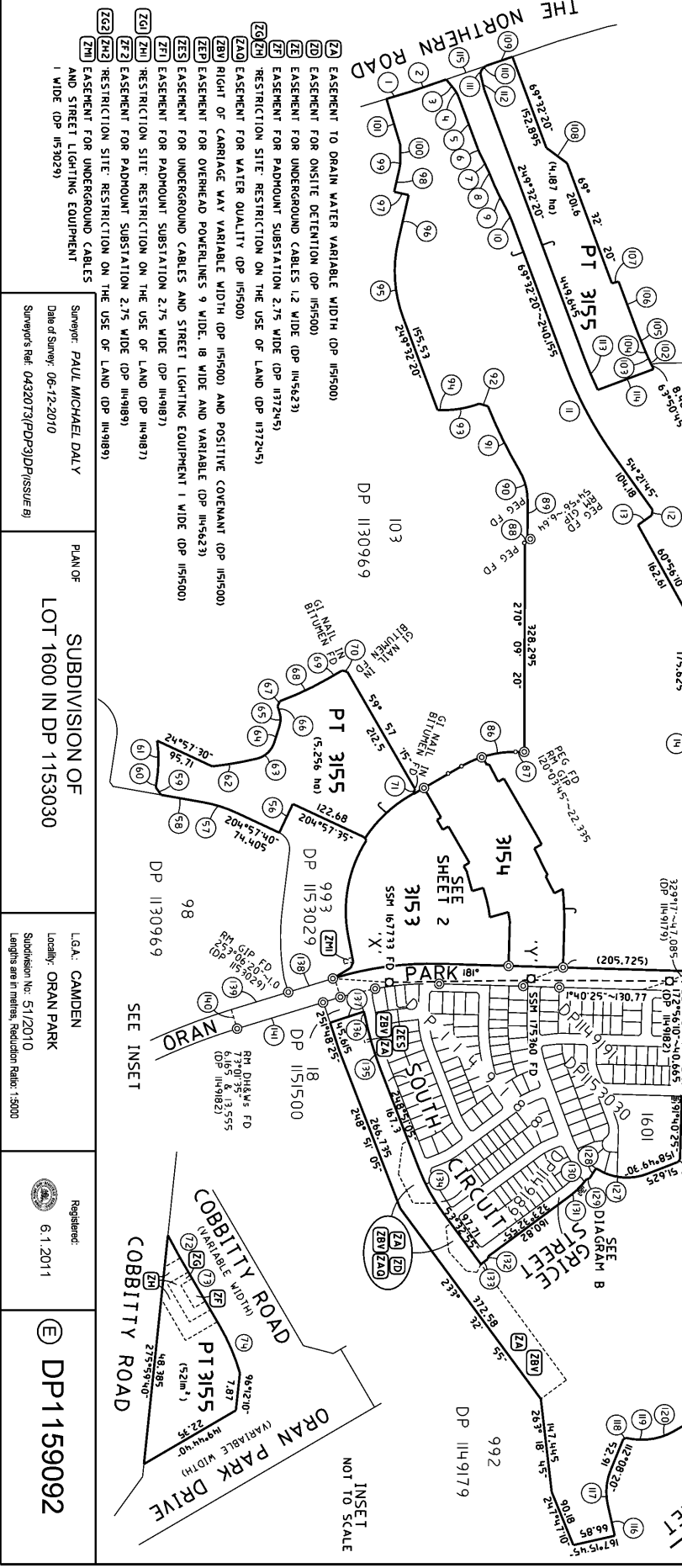
Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee
SIGNED by GEOFFREY SMITH as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332

(Signature) Tier Three Attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.
I certify that the attorney for the Mortgagee
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.
Signature of witness: **KATHLEEN FOX**
Name of witness: 
Address of witness: Level 29, 275 Kent St
Sydney NSW 2000

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	34.3°15'55"	4.0795		
2	34.1°06'05"	58.1	14.4	4.31
3	50°19'10"	18.81	14.4	4.31
4	59°55'45"	16.39	14.4	4.31
5	69°32'20"	88.46	5.95	56.9
6	66°06'30"	31.725	3.69	4.31
7	64.4727	3.69	60.065	43.6
8	66.4727	60.01	25.21	161.4
9	65°03'50"	162.61	163.085	615.7
10	61°57'05"	8.865		
11	90°21'15"	28.525		
12	144°21'15"	68.525		
13	144°21'15"	68.525		
14	144°21'15"	68.525		
15	144°21'15"	68.525		
16	32°56'45"	20.515	20.595	14.53
17	34.5°07'50"	2.6		
18	34.5°07'50"	2.6		
19	33.0°14'30"	10.58	4.035	29.4
20	32°02'55"	2.885	2.29	11
21	32°02'55"	2.885	6.845	29.1
22	33.4°23'50"	6.845	17.565	79
23	32.7°12'20"	17.525		
24	63°17'25"	24.02		
25	33°17'25"	9.095		
26	19°06'35"	6.98	184.415	584.3
27	71.0°07'50"	183.655		
28	14.0°7'50"	31.4		
29	14.0°7'50"	31.4		
30	22°0'0'0"	28.97	6.77	108.7
31	22°0'0'0"	12.84		
32	24°35'55"	12.84		
33	25°30'30"	34.41		
34	26.2°08'15"	52.355	52.6	156.505
35	46°38'35"	8.505		
36	1.46	2.55		
37	269°4'35.0"	8.485		
38	198.42	19.01	94.28	159.5
39	170°05'50"	14.01		
40	125°22'45"	4.535	4.535	509.5
41	125°22'45"	4.535		
42	125°22'45"	4.535		
43	215°38	19		
44	305°22'05"	3.585	4.535	490.5
45	260°04'35"	14.28		
46	302°49'30"	19.025		
47	348°22'55"	13.575		
48	286°09'20"	24.379	246.315	490.5
49	271°46'	28.565		
50	226°43'10"	14.13		
51	271°46'	31.4		
52	1°0'27.5"	14.155		
53	1°0'27.5"	19		
54	16°4'37.0"	14.13		
55	115°16'25"	50		
56	115°16'25"	54.48	54.635	209
57	197°28'20"	67.745		
58	189°59'	14.85		
59	229°59'	7.23		
60	270°54'55"	66.185	209.1	509.1
61	350°10'0"	71.35	21.4	542.6
62	317°06'40"	39.13	38.1	
63	287°04'15"	28.45		
64	286°31'35"	23.75	24.15	38.1
65	251°32'50"	8.765		
66	208°53'35"	8.58		
67	329°45'10"	84.21	84.315	486.4
68	337°45'10"	23.6		
69	337°45'10"	9.485		
70	104°57'15"	9.485		
71	104°57'15"	9.485		
72	81°15'30"	9.76	184.7	
73	59°4'40"	10.785	10.815	44
74	64°17'05"	52.875	53.09	189
75	10°09'20"	13.88		
76	315°09'20"	53.085		
77	270°09'20"	63.08		
78	270°09'20"	49.085	91.9	531
79	242°50'45"	12.805	12.91	753.1
80	196°34'30"	14.39	57.125	160.2
81	169°51'40"	9.03	120.975	208.1
82	286°11'50"	119.225		
83	282°50'50"	15.425		
84	192°28'25"	23.43		
85	282°50'50"	37.19	13.095	58.5
86	276°26'05"	13.07		
87	270°01'15"	24.36		
88	253°15'55"	75.745		

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
102	244°03'35"	5.015		
103	245°14'35"	9.095		
104	246°24'40"	10.635		
105	247°30'50"	28.41		
106	249°32'35"	86.785		
107	165°10'4.0"	10.79		
108	216°33'4.5"	40.67		
109	341°06'0.5"	44.055		
110	319°20'20"	6.935		
111	281°9'15"	11.135	11.725	10.6
112	256°08'05"	24.025		
113	246°55'	54.81		
114	159°22'20"	93.79		
115	341°06'0.5"	66.185		
116	271°15'45"	50.025		
117	91°42'20.5"	54.25	55.085	90.5
118	183°05'45"	4.53		
119	182°09'20"	34.555	34.7	109.1
120	182°31'55"	42.82	43.3	99.53
121	345°53'45"	120.28	121.86	220.9
122	181°40'25"	39.3		
123	228°43'10"	4.24		
124	228°43'10"	4.245		
125	228°43'10"	4.245		
126	305°14'55"	5		
127	5°53'10"	81.705	84.825	89.8
128	302°56'45"	19.3		
129	351°24'50"	4.435		
130	309°05'45"	17.25		
131	316°49'20"	91.35	27.42	108.7
132	320°32'55"	4.245		
133	322°32'55"	13.6		
134	61°12'	82.42	82.665	309.5
135	73°4'05"	86.725	86.83	509.5
136	75°44'	7.445	7.45	74
137	161°48'25"	55.995		
138	163°01'35"	73.405		
139	163°01'35"	93.82		
140	343°30'135"	142.055		



MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SCHE	DATE
SSM 167733	291230.951	6234679.348	56	C	3	SCIMS	02-12-2000
SSM 167734	291231.470	6235011.930	56	C	3	SCIMS	02-12-2000
SSM 167735	291234.660	6235365.789	56	C	3	SCIMS	02-12-2000
SSM 175360	291236.542	6234902.796	56	C	3	SCIMS	02-12-2000

SURVEYING AND SPATIAL INFORMATION REGULATION
COMBINED SCALE FACTOR 1.00022 (MEAN)

SSM CONNECTIONS
SSM 167733 - SSM 175360
128.000 MGA
223.491 MGA/GROUND 223.495 MEAS
SSM 175360 - SSM 167734
215.1 MGA/GROUND 215.0 MEAS
SSM 167734 - SSM 167735
7.720 MGA/GROUND 7.725 MEAS
SSM 167735 - SSM 167736
247.933 MGA/GROUND & MEAS
SSM 167736 - SSM 167737
686.494 MGA/GROUND 686.505 MEAS

- (Z1) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 115500)
- (Z2) EASEMENT FOR ON SITE DETENTION (DP 115500)
- (Z3) EASEMENT FOR UNDERGROUND CABLES 1.2 WIDE (DP 115623)
- (Z4) EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE (DP 117245)
- (Z5) RESTRICTION SITE RESTRICTION ON THE USE OF LAND (DP 117245)
- (Z6) EASEMENT FOR WATER QUALITY (DP 115500)
- (Z7) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP 115500) AND POSITIVE COVENANT (DP 115500)
- (Z8) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE, 18 WIDE AND VARIABLE (DP 115623)
- (Z9) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 115500)
- (Z10) EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE (DP 114987)
- (Z11) RESTRICTION SITE RESTRICTION ON THE USE OF LAND (DP 114987)
- (Z12) EASEMENT FOR PADPOUNT SUBSTATION ON THE 2.75 WIDE (DP 114989)
- (Z13) RESTRICTION SITE RESTRICTION ON THE USE OF LAND (DP 114989)
- (Z14) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT
- (Z15) WIDE (DP 1153029)

Surveyor: **PAUL MICHAEL DALY**
Date of Survey: 06-12-2010
Surveyor's Ref: 0432013(P/P3DP)ISSUE B)

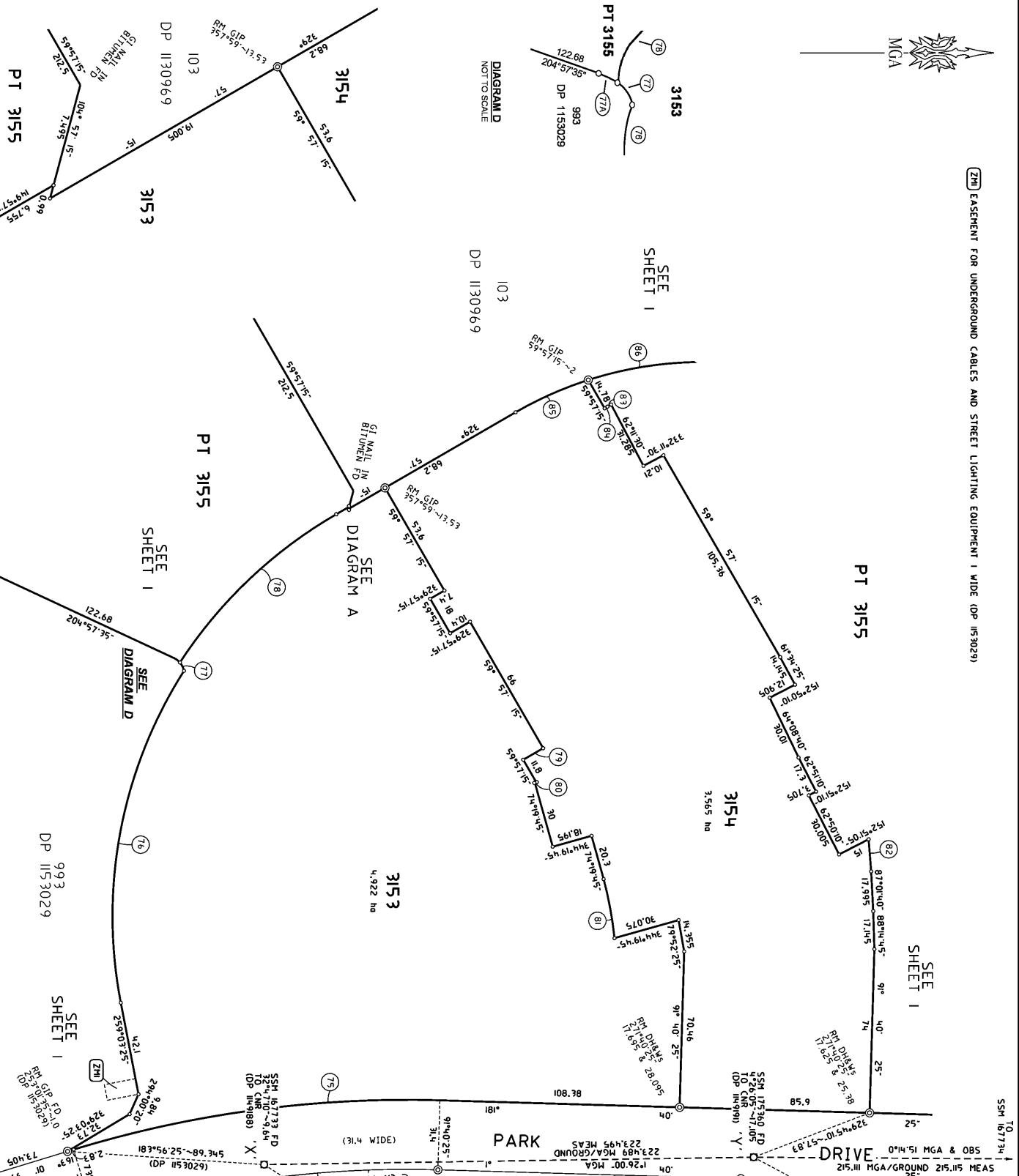
PLAN OF SUBDIVISION OF LOT 1600 IN DP 1153030

L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No: 51/2010
Lengths are in metres, Reduction Ratio: 1:5000

Registered: 6.1.2011
DP1159092



[ZM] EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 1153029)



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
75	172°27'	167.095	167.835	515.7
76	280°47'10"	152.61	156.33	206.1
77	244°02'10"	4.21	4.26	8
78	316°32'10"	97.32	98.22	209.7
79	114°57'15"	10.4	10.4	10.4
80	344°19'45"	0.7	0.7	0.7
81	79°34'15"	27.115	27.11	179.3
82	88°27'10"	16.56	16.56	190.9
83	330°47'20"	1.895	1.895	190.9
84	329°57'15"	1.15	35.925	35.925
85	334°03'15"	53.09	53.09	169
86	351°09'20"	52.875	53.09	169
77A	38°52'20"	3.30	3.325	8

Surveyor: PAUL MICHAEL DALY
 Date of Survey: 06-12-2010
 Surveyors Ref: 0432013(P/P3)DP/ISSUE B)

PLAN OF SUBDIVISION OF LOT 1600 IN DP 1153030

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 51/2010
 Lengths are in metres. Reduction Ratio: 1:1250

Registered: 6.1.2011

DP1159092



PLAN FORM 6

WARNING: Cashing or forwarding will lead to rejection

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

DP1159092

Registered:  6.1.2011

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

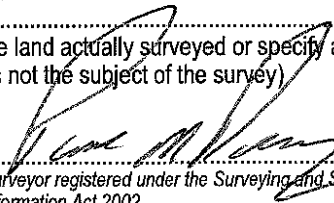
PLAN OF SUBDIVISION OF LOT 1600 IN DP 1153030

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: 06-12-2010

The survey relates to LOTS 3153 AND 3154 - PT LOT 3155 COMPILED & Lot 3156
 (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 1149172
- DP 1149182
- DP 1149188
- DP 1149191
- DP 1151500
- DP 1153029

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

SURVEYOR'S REFERENCE: 04320T3(PDP3)DP(ISSUE B)

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

Crown Lands NSW/Western Lands Office Approval

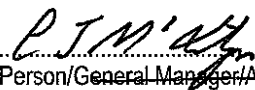
Iin approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given

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: 5112010
 File no: DA 1175/2010

* Strike through in inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1600 IN DP 1153030	Office Use Only DP1159092	
	Registered:  6.1.2011	Office Use Only

Subdivision Certificate No: 51/2010


Date of Endorsement: 22 DEC 2010

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: 

Print Name: Mark Perich

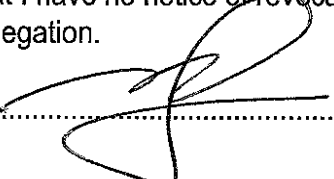
Office Held PFA book 4586 No. 836

Signature: 

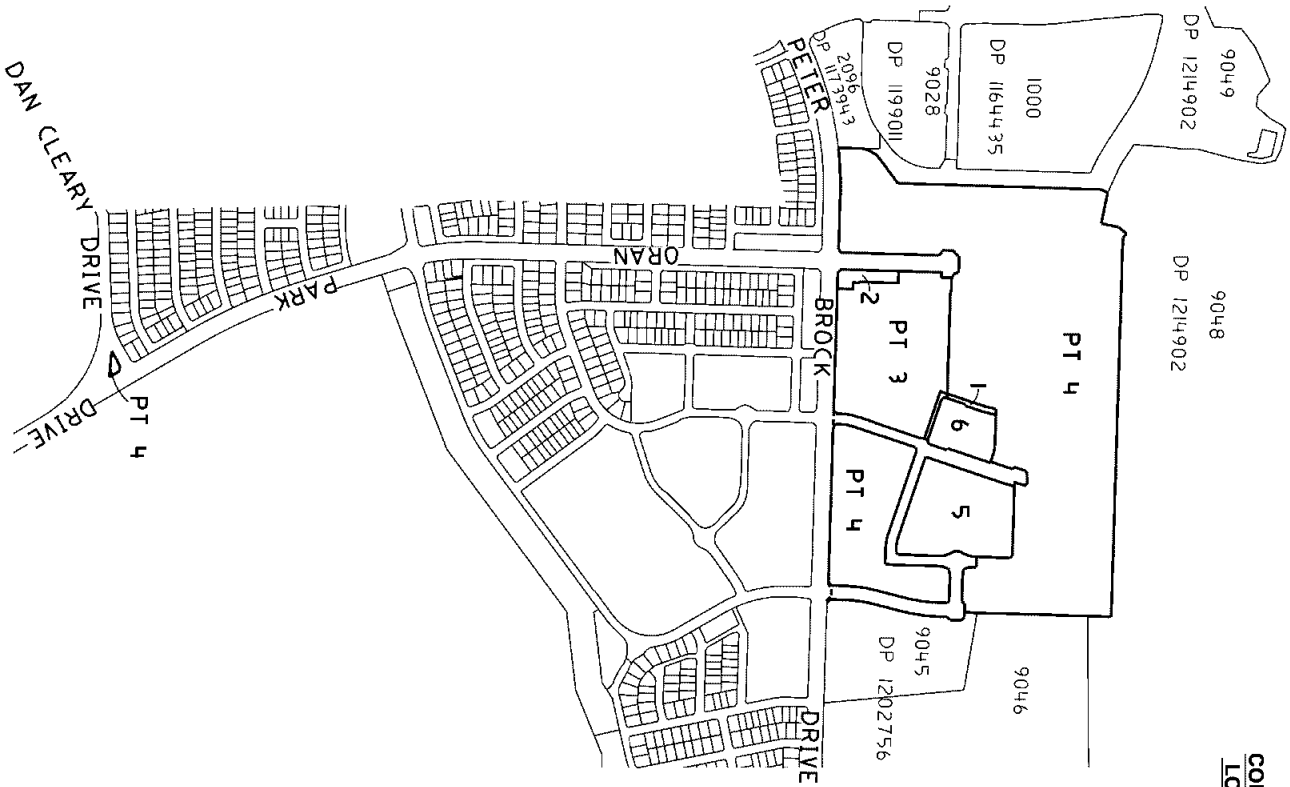
Print Name: Ralph Bruce

Office Held General Manager, GDC.
P.F.A. Book 4586 No. 836
Reg'd 23/03/2010

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: 

MB



**COMMUNITY PLAN
LOCATION PLAN**



THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

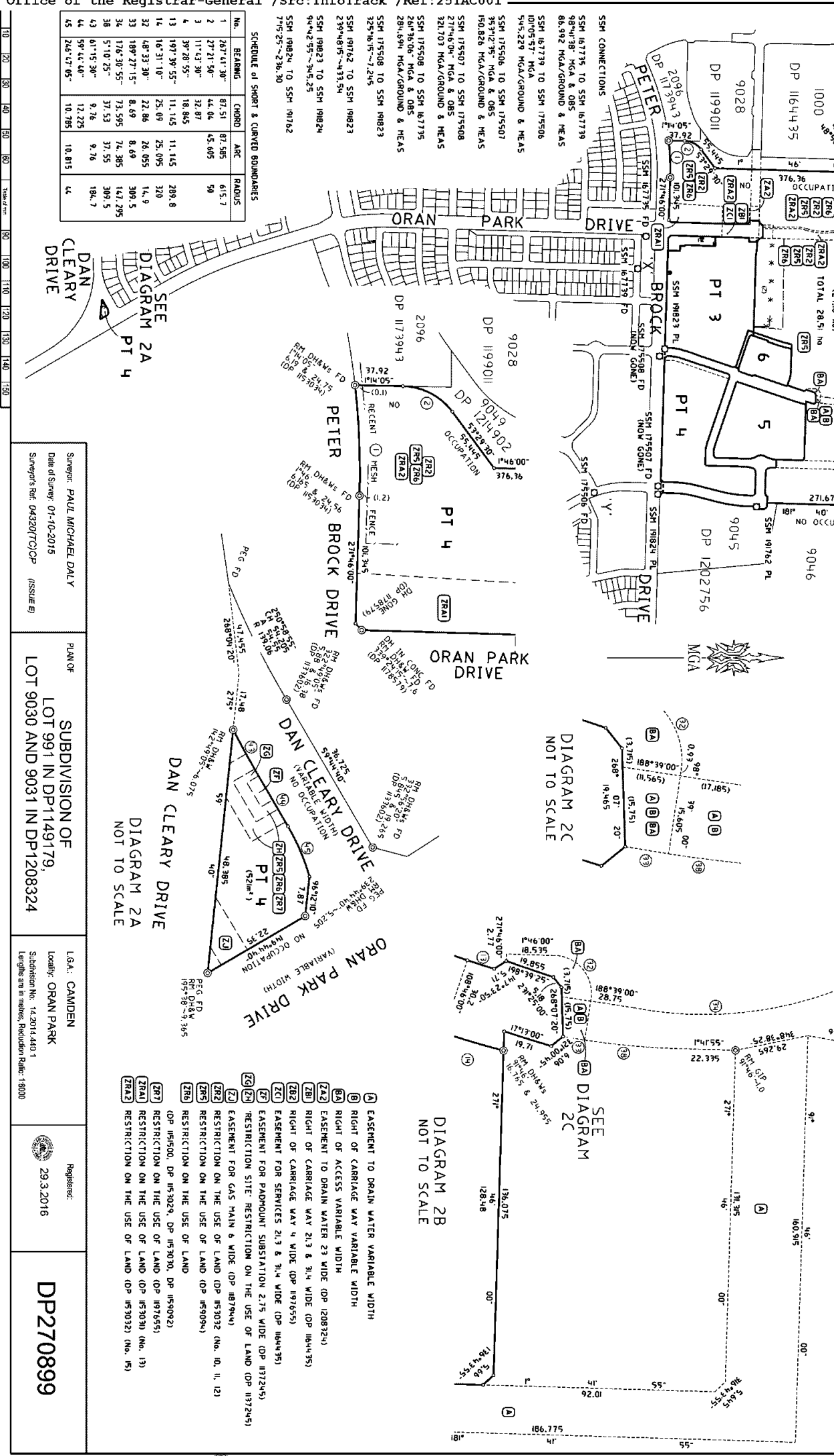
**SCHEDULE OF CHANGES TO THE
SCHEME**

LOT No.	DETAILS	SHEET No.
4	SUBDIVIDED INTO LOTS 7-11	7-8
7, 9, 10	SEVERED - SEE AP352979	-
11	SUBDIVIDED INTO LOT 12	9-10
8	SUBDIVIDED INTO LOTS 1-3 IN DP280077	-
12	SUBDIVIDED INTO LOTS 13-15	11-12
6 & 15	SUBDIVIDED INTO LOTS 16-18	13-14
13-14	SUBDIVIDED INTO LOTS 19-20 AND ROAD	15
3 & 18	SUBDIVIDED INTO LOTS 21-23	16-17

Subdivision No.: 14.2014.440.1
Date of Survey: 01-10-2015
Surveyor: PAUL MICHAEL DALY
Surveyor's Ref: 04320(T/C)CP (ISSUE E)
Registered: 29.3.2016

DP270899 ©

MARK	EASTING	NORTHING	R.L. (AHD)	ZONE	CLASS	ORDER	SOURCE	DATE
SSM 167735	291244.66	6235365.789	100.73 (L5)	54	C	4	SCIMS	01-10-2015
SSM 167739	291330.663	6235352.638	102.885 (L4)	54	C	3	SCIMS	01-10-2015
SSM 175506	291665.759	6235267.666	97.17 (L4)	54	C	4	SCIMS	01-10-2015
SSM 175507	291821.924	6235307.45	98.315 (L4)	54	C	3	SCIMS	01-10-2015
SSM 175508	291526.355	6235407.375	100.68 (L4)	54	C	3	SCIMS	01-10-2015
SSM 191742	291996.8	6235300.9	98.005	54	U	U	TRAVERSE	01-10-2015
SSM 191823	291522.1	6235412.9	100.490	54	U	U	TRAVERSE	01-10-2015
SSM 191824	291664.9	6235306.5	97.315	54	U	U	TRAVERSE	01-10-2015



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	CURVED	RADIUS
1	267°41'30"	87.51	87.595	615.7
2	27°21'50"	44.04	45.405	50
3	111°43'30"	32.87		
4	39°28'55"	18.845		
13	197°39'55"	11.145	11.145	289.8
14	16°31'10"	25.09	25.095	320
32	68°33'30"	22.86	26.055	14.9
33	189°27'15"	8.69	8.69	309.5
34	176°30'55"	73.595	74.385	309.5
38	5°10'25"	37.53	37.55	309.5
43	61°15'30"	9.76	9.76	184.7
44	59°44'00"	12.235		
45	246°47'05"	10.785	10.815	44

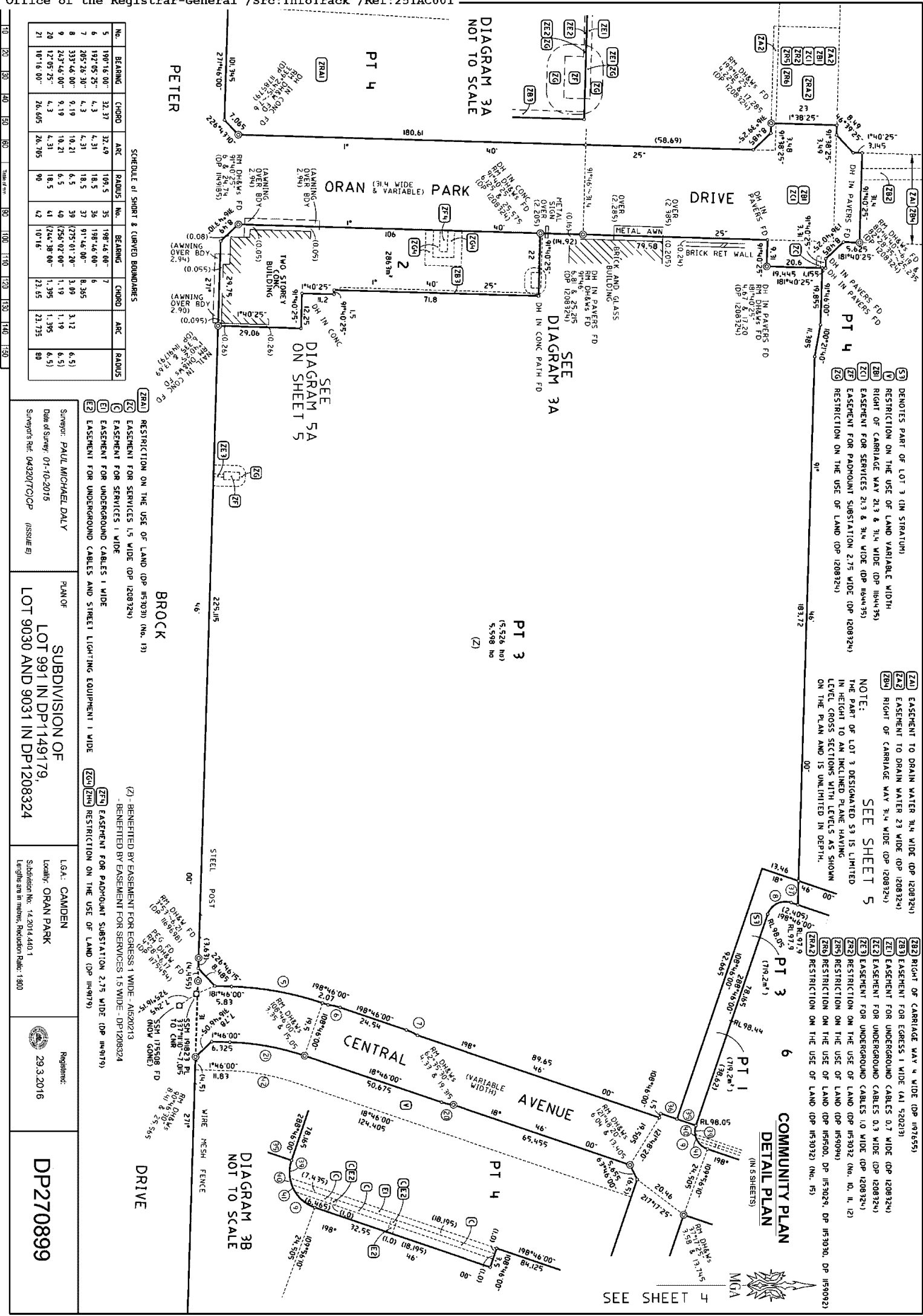
Surveyor: PAUL MICHAEL DALY
 Date of Survey: 01-10-2015
 Surveyor's Ref: 04320(T)CP (ISSUE 5)

PLAN OF
 SUBDIVISION OF
 LOT 991 IN DP1149179,
 LOT 9030 AND 9031 IN DP1208324

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Subdivision No.: 14,2014,440,1
 Lengths are in metres. Reduction Ratio: 1:8000

Registered:
 29.3.2016

DP270899



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	NO.	BEARING	CHORD	ARC	RADIUS
1	190°16'00"	32.37	32.49	104.5	35	199°14'00"	7	6.51	6.51
2	192°05'25"	4.3	4.31	18.5	36	198°14'00"	6	6.51	6.51
3	205°36'30"	4.3	4.31	18.5	37	91°14'00"	8	3.85	3.85
4	243°46'00"	9.19	10.21	6.5	39	275°01'20"	3.89	3.12	6.51
5	243°46'00"	9.19	10.21	6.5	40	254°02'00"	1.19	1.19	6.51
6	18°16'00"	76.605	76.705	18.5	41	244°38'00"	1.395	1.395	6.51
7	18°16'00"	76.605	76.705	18.5	42	10°11'16"	23.45	23.735	80

RESTRICTION ON THE USE OF LAND (DP 153031 (No. 13))
 (ZAI) EASEMENT FOR SERVICES 1.5 WIDE (DP 1208324)
 (ZBI) EASEMENT FOR SERVICES 1 WIDE
 (ZCI) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE
 (ZDI) EASEMENT FOR UNDERGROUND CABLES 1 WIDE
 (ZEI) EASEMENT FOR EGRESS 1 WIDE (AI520213)
 (ZFI) EASEMENT FOR SERVICES 1.5 WIDE - DP1208324
 (ZGI) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (DP 1208324)
 (ZHI) RESTRICTION ON THE USE OF LAND (DP 153032 (No. 15))

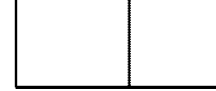
SUBDIVISION OF LOT 991 IN DP149179,
 LOT 9030 AND 9031 IN DP1208324

Surveyor: PAUL MICHAEL DALY
 Date of Survey: 01-10-2015
 Surveyor's Ref: 04320(T)CP (ISSUE 8)

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Subdivision No.: 14,2014,440,1
 Lengths are in metres. Reduction Factor: 1.000

Registered: 29.3.2016

DP270899



SEE SHEET 4

DIAGRAM 3A NOT TO SCALE

DIAGRAM 3B NOT TO SCALE

SEE SHEET 5

DIAGRAM 5A ON SHEET 5

PT 3
 (5,526 sq m)
 (5,598 sq m)
 (Z)

PT 4

PT 5

PT 6

PT 1

PT 2

PT 3

PT 4

PT 5

PT 6

PT 7

PT 8

PT 9

PT 10

PT 11

PT 12

PT 13

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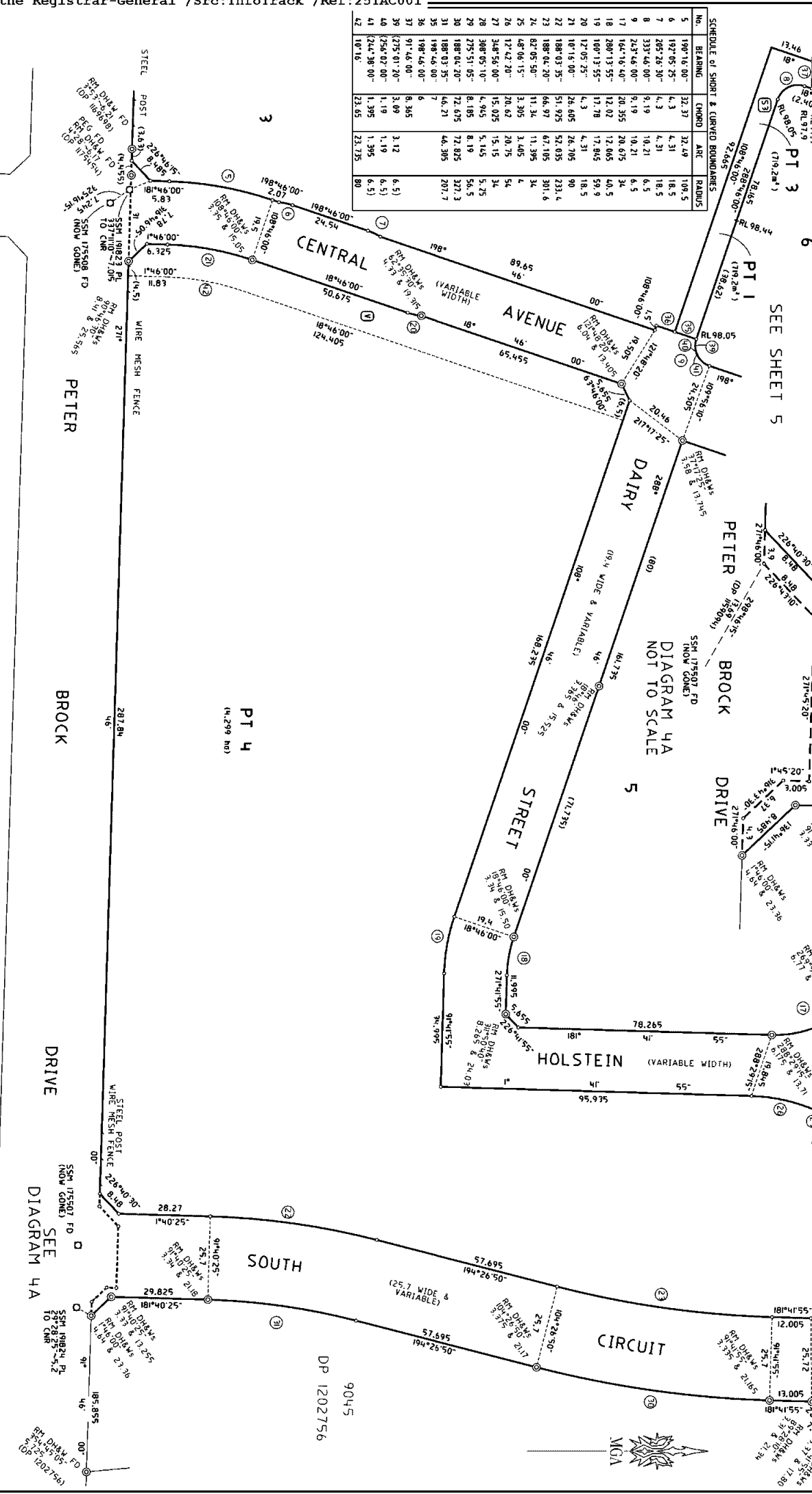
PT 79

PT 80

NOTE:
 THE PART OF LOT 3 DESIGNATED S3 IS LIMITED IN HEIGHT TO AN INCLINED PLANE HAVING LEVEL CROSS SECTIONS WITH LEVELS AS SHOWN ON THE PLAN AND IS UNLIMITED IN DEPTH.
 S3 DENOTES PART OF LOT 3 (IN STRUTUM)

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	(COORD)	ARC	RADIUS
5	190°16'00"	32.37	32.69	109.5
6	192°05'25"	4.3	4.31	18.5
7	205°28'30"	4.3	4.31	18.5
8	333°46'00"	9.19	10.21	6.5
9	237°46'00"	9.19	10.21	6.5
10	164°16'40"	20.355	20.675	34
11	200°13'55"	12.02	12.065	40.5
12	127°05'25"	17.78	17.845	59.9
13	10°16'00"	4.3	4.31	18.5
14	10°16'00"	26.605	26.705	90
15	188°03'35"	51.925	52.035	233.4
16	188°03'35"	66.97	67.105	34
17	82°05'50"	11.34	11.395	34
18	46°06'15"	3.305	3.405	4
19	12°42'20"	20.62	20.75	54
20	348°58'00"	15.075	15.15	34
21	348°58'00"	4.945	5.145	5.25
22	308°05'10"	8.185	8.19	8.19
23	275°51'05"	72.675	72.825	327.3
24	188°04'20"	46.271	46.305	207.7
25	188°03'35"	7	7	7
26	198°46'00"	6	6	6
27	198°46'00"	8.345	8.345	8.345
28	275°01'20"	3.09	3.12	6.5
29	275°01'20"	1.19	1.19	6.5
30	275°01'20"	1.395	1.395	6.5
31	275°01'20"	1.395	1.395	6.5
32	275°01'20"	1.395	1.395	6.5
33	275°01'20"	1.395	1.395	6.5
34	275°01'20"	1.395	1.395	6.5
35	275°01'20"	1.395	1.395	6.5
36	275°01'20"	1.395	1.395	6.5
37	275°01'20"	1.395	1.395	6.5
38	275°01'20"	1.395	1.395	6.5
39	275°01'20"	1.395	1.395	6.5
40	275°01'20"	1.395	1.395	6.5
41	275°01'20"	1.395	1.395	6.5
42	275°01'20"	1.395	1.395	6.5



RESTRICTION ON THE USE OF LAND VARIABLE WIDTH

Surveyor: PAUL MICHAEL DALY
 Date of Survey: 01-10-2015
 Surveyor's Ref: 04320(TO)CP (ISSUE E)

PLAN OF SUBDIVISION OF LOT 991 IN DP1149179, LOT 9030 AND 9031 IN DP1208324

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 14,2014,440,1
 Lengths are in metres. Reduction Factor: 1.000

Registered: 29.3.2016

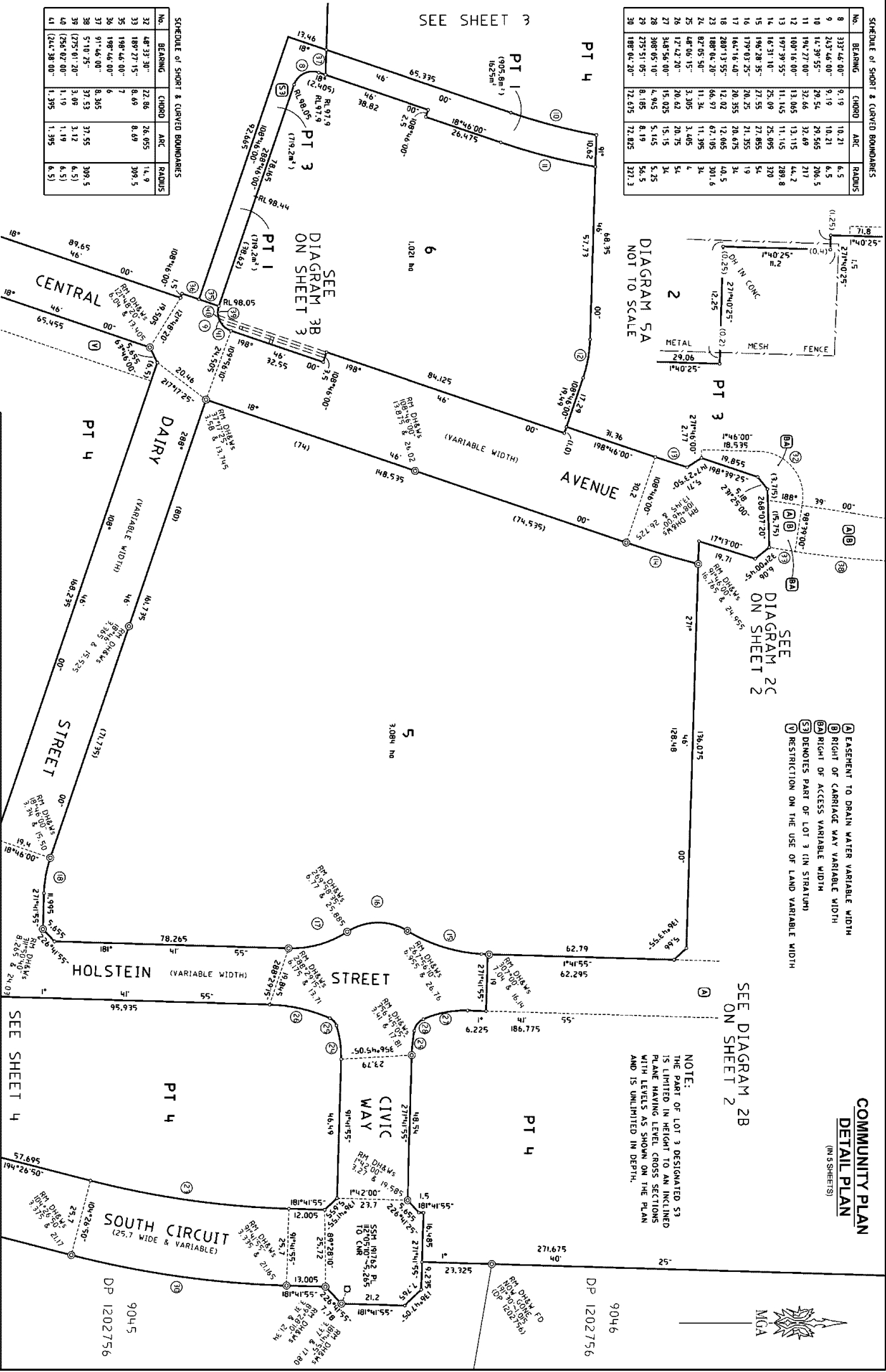
DP270899

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
8	333°46'00"	9.19	10.21	6.5
9	263°46'00"	9.19	10.21	6.5
10	14°39'55"	29.54	29.565	206.5
11	194°27'00"	32.66	32.69	217
12	100°16'00"	13.065	13.115	44.2
13	197°39'55"	11.145	11.145	289.8
14	163°31'00"	25.89	25.985	320
15	196°28'35"	27.55	27.655	54
16	179°03'25"	20.25	21.355	19
17	164°16'40"	20.355	20.675	34
18	280°13'55"	12.02	12.065	40.5
23	188°04'20"	66.97	67.105	301.6
24	82°05'50"	11.34	11.395	34
25	48°06'15"	3.305	3.405	4
26	172°42'20"	20.62	20.75	54
27	348°56'00"	15.025	15.15	34
28	308°05'10"	4.945	5.145	5.35
29	275°51'05"	8.185	8.19	56.5
30	188°04'20"	72.625	72.825	321.3

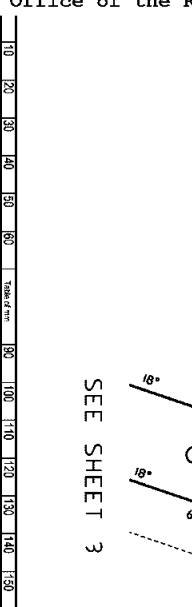
SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
32	48°33'30"	22.86	26.035	14.9
33	189°27'15"	8.69	8.69	308.5
35	198°46'00"	7	7	6
36	198°46'00"	6	6	6
37	91°46'00"	8.365	8.365	308.5
38	57°10'25"	37.53	37.55	308.5
39	275°01'20"	3.08	3.12	6.5
40	256°02'00"	1.19	1.19	6.5
41	244°38'00"	1.395	1.395	6.5



- (A) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (B) RIGHT OF CARRIAGE WAY VARIABLE WIDTH
- (BA) RIGHT OF ACCESS VARIABLE WIDTH
- (S3) DEMOTES PART OF LOT 3 (IN STRATUM)
- (7) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH

NOTE:
 THE PART OF LOT 3 DESIGNATED S3 IS LIMITED IN HEIGHT TO AN INCLINED PLANE HAVING LEVEL CROSS SECTIONS WITH LEVELS AS SHOWN ON THE PLAN AND IS UNLIMITED IN DEPTH.



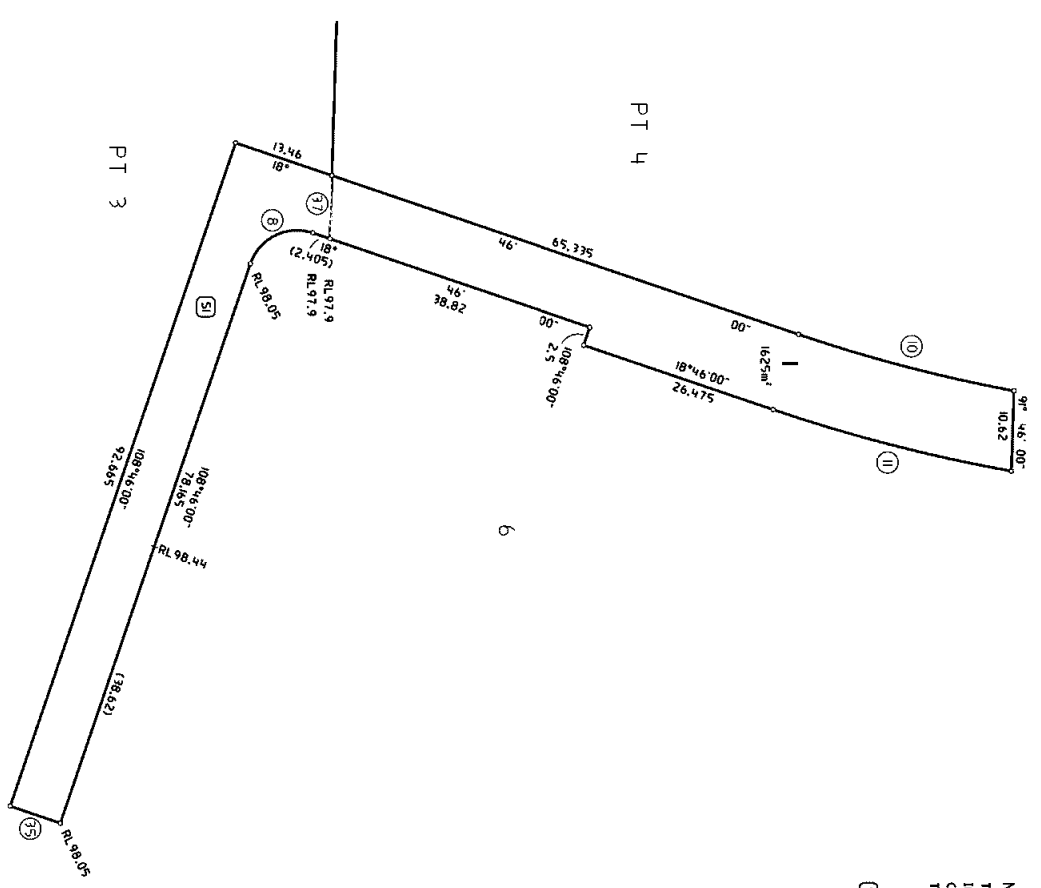
Surveyor: PAUL MICHAEL DALY
 Date of Survey: 01-10-2015
 Surveyor's ref: 04320(TO)CP (ISSUE E)

PLAN OF SUBDIVISION OF LOT 991 IN DP1149179, LOT 9030 AND 9031 IN DP1208324

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Subdivision No: 14.2014.440.1
 Lengths are in metres. Reduction Factor: 1.000

Registered: 29.3.2016

DP270899



NOTE:
 THE PART OF LOT 1 DESIGNATED S1 IS LIMITED IN DEPTH TO AN INCLINED PLANE HAVING LEVEL CROSS SECTIONS WITH LEVELS AS SHOWN ON THE PLAN AND IS UNLIMITED IN HEIGHT.

S1 DEMOTES PART OF LOT 1 (IN STRATUM)

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
8	153°46'00"	9.19	10.21	6.5
10	142°39'55"	29.54	29.545	206.5
11	194°27'00"	32.66	32.69	217
35	198°46'00"	7		
37	91°46'00"	8.365		

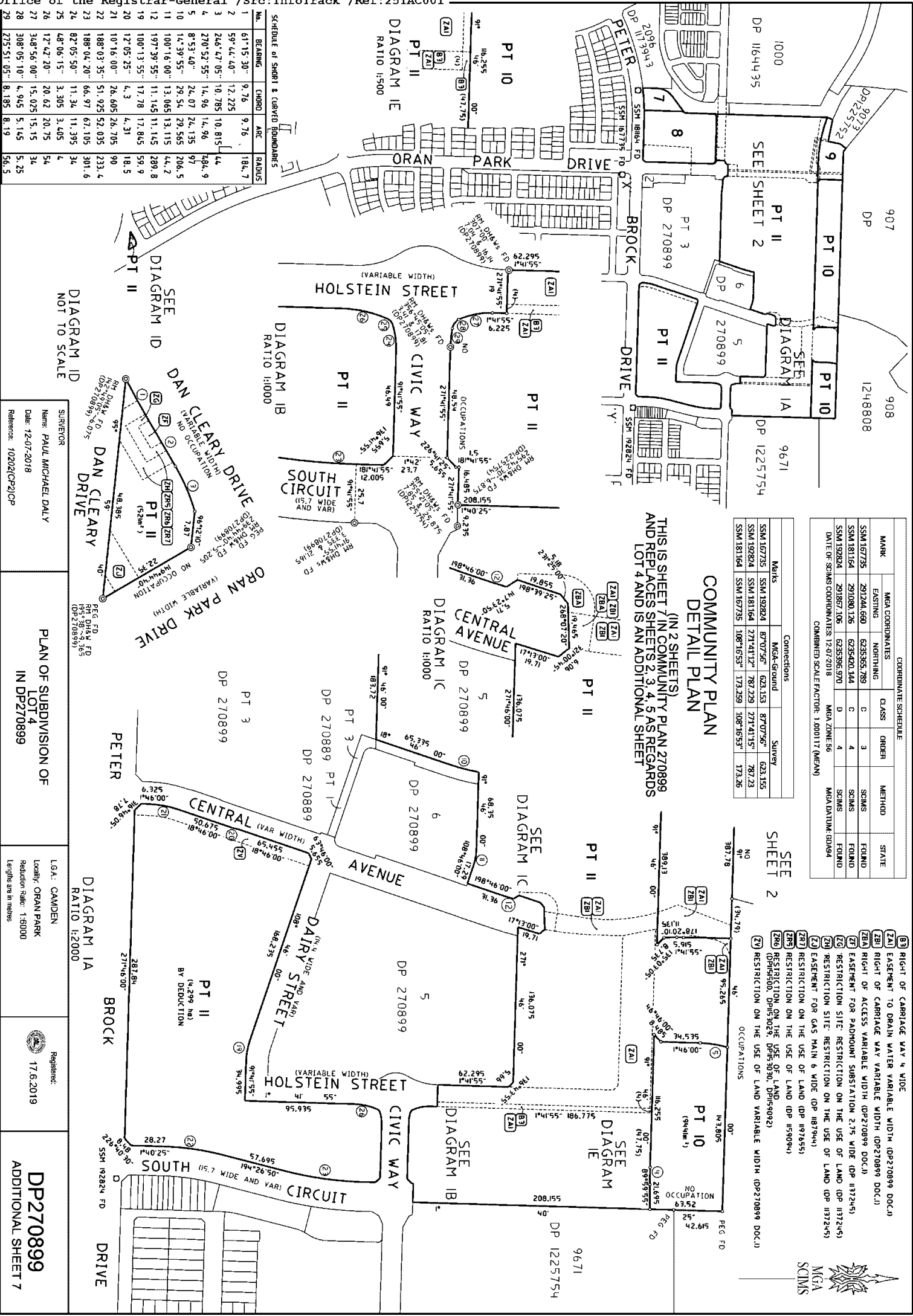
Surveyor: PAUL MICHAEL DALY Date of Survey: 01-10-2015 Surveyor's Ref: 04320(TO)CP (ISSUE E)	PLAN OF SUBDIVISION OF LOT 991 IN DP1149179, LOT 9030 AND 9031 IN DP1208324	L.G.A.: CAMDEN Locality: ORAN PARK Subdivision No: 14,2014,440,1 Lengths are in metres. Reduction Ratio: 1:500
Registrar: 29.3.2016		DP270899

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

COORDINATE SCHEDULE		METHOD		STATE
MARK	MEGA COORDINATES	CLASS	ORDER	
SSM 167735	291244.660	C	3	FOUND
SSM 181164	291089.126	C	4	FOUND
SSM 192824	291867.106	D	4	FOUND
DATE OF SCAMS COORDINATES:	12/07/2018	MEGA ZONE 56		
COMBINED SCALE FACTOR:	1.000117 (MEAN)	MEGA DATUM: SGDA94		

Connections		Survey	
Mark	Mega-ground	Survey	Survey
SSM 167735	SSM 192824	87°07'56"	623.133
SSM 192824	SSM 181164	78°22'29"	271.4115"
SSM 181164	SSM 167735	108°16'53"	173.259
		108°16'53"	173.26

**COMMUNITY PLAN
DETAIL PLAN**
(IN 2 SHEETS)
THIS IS SHEET 7 IN COMMUNITY PLAN 270899
AND REPLACES SHEETS 2, 3, 4, 5 AS REGARDS
LOT 4 AND IS AN ADDITIONAL SHEET



SCHEDULE OF SHORT & CURVED EDGELINES

No.	BEARING	CHORD	ARC	RADIUS
1	61°15'30"	9.76	9.76	184.7
2	59°44'40"	12.225		
3	246°47'05"	10.785	10.815	144
4	270°52'55"	14.96	14.96	1484.9
5	8°53'40"	24.07	24.135	91
6	14°39'55"	29.54	29.545	206.5
7	100°16'00"	13.065	13.115	44.2
8	197°39'55"	11.145	11.145	289.8
9	100°13'55"	17.78	17.845	59.9
10	12°05'25"	4.3	4.31	18.5
11	10°16'00"	26.605	26.705	90
12	188°03'35"	51.925	52.035	233.4
13	188°04'20"	66.97	67.105	301.6
14	82°05'50"	11.34	11.395	34
15	48°06'15"	3.305	3.405	4
16	12°42'20"	20.62	20.75	54
17	348°56'00"	15.025	15.15	34
18	308°05'10"	4.945	5.145	5.25
19	275°51'05"	8.185	8.19	56.5

DAN CLEARY DRIVE
SEE DIAGRAM ID
DIAGRAM ID NOT TO SCALE

ORAN PARK DRIVE
PLAN OF SUBDIVISION OF LOT 4 IN DP270899

DIAGRAM IA
RATIO 1:2000

DIAGRAM IB
RATIO 1:1000

DIAGRAM IC
RATIO 1:1000

DIAGRAM ID
RATIO 1:1000

DIAGRAM IE
RATIO 1:500

DIAGRAM IF
RATIO 1:1000

DIAGRAM IG
RATIO 1:1000

DIAGRAM IH
RATIO 1:1000

DIAGRAM II
RATIO 1:1000

DIAGRAM IJ
RATIO 1:1000

DIAGRAM IK
RATIO 1:1000

DIAGRAM IL
RATIO 1:1000

DIAGRAM IM
RATIO 1:1000

DIAGRAM IN
RATIO 1:1000

DIAGRAM IO
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DIAGRAM IP
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DIAGRAM IQ
RATIO 1:1000

DIAGRAM IR
RATIO 1:1000

DIAGRAM IS
RATIO 1:1000

DIAGRAM IT
RATIO 1:1000

DIAGRAM IU
RATIO 1:1000

DIAGRAM IV
RATIO 1:1000

DIAGRAM IW
RATIO 1:1000

DIAGRAM IX
RATIO 1:1000

DIAGRAM IY
RATIO 1:1000

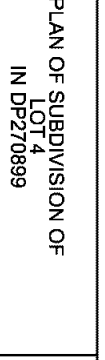
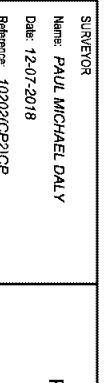
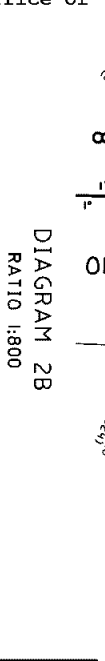
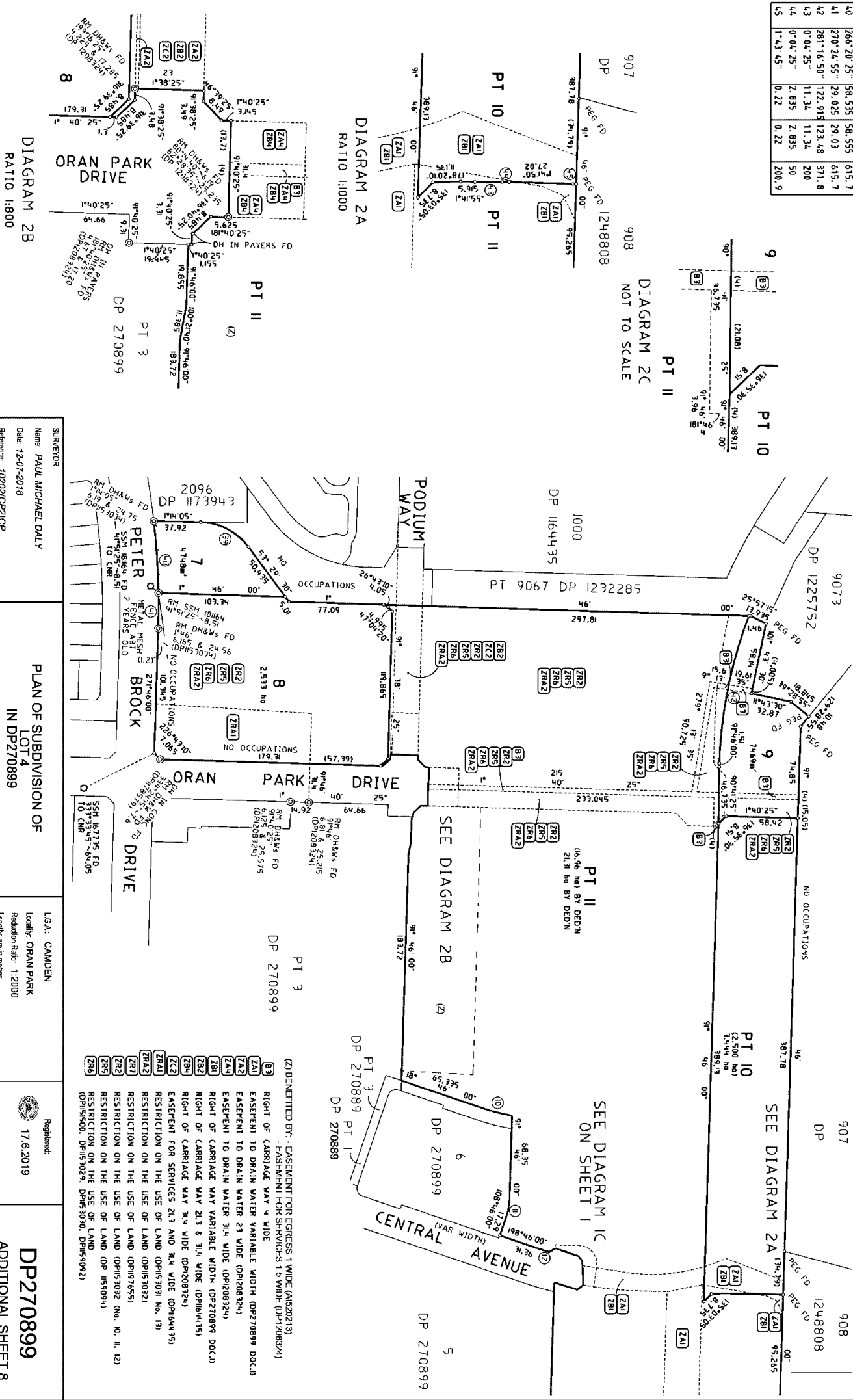
DIAGRAM IZ
RATIO 1:1000

COMMUNITY PLAN DETAIL PLAN

(IN 2 SHEETS)
THIS IS SHEET 8 IN COMMUNITY PLAN 270899
AND REPLACES SHEETS 2, 3, 4, 5 AS REGARDS
LOT 4 AND IS AN ADDITIONAL SHEET

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
10	14° 39' 55"	29.54	29.565	206.5
11	100° 16' 00"	13.065	13.115	44.2
12	197° 39' 55"	11.145	11.145	289.8
39	27° 21' 50"	64.04	45.605	50
40	266° 20' 25"	58.535	58.555	615.7
41	270° 24' 55"	29.025	29.03	615.7
42	281° 16' 50"	122.915	123.48	371.8
43	0° 04' 25"	11.34	11.34	200
44	0° 04' 25"	2.835	2.835	50
45	1° 43' 45"	0.22	0.22	200.9



SURVEYOR
Name: PAUL MICHAEL DALY
Date: 12-07-2018
Reference: 10202CP21CP

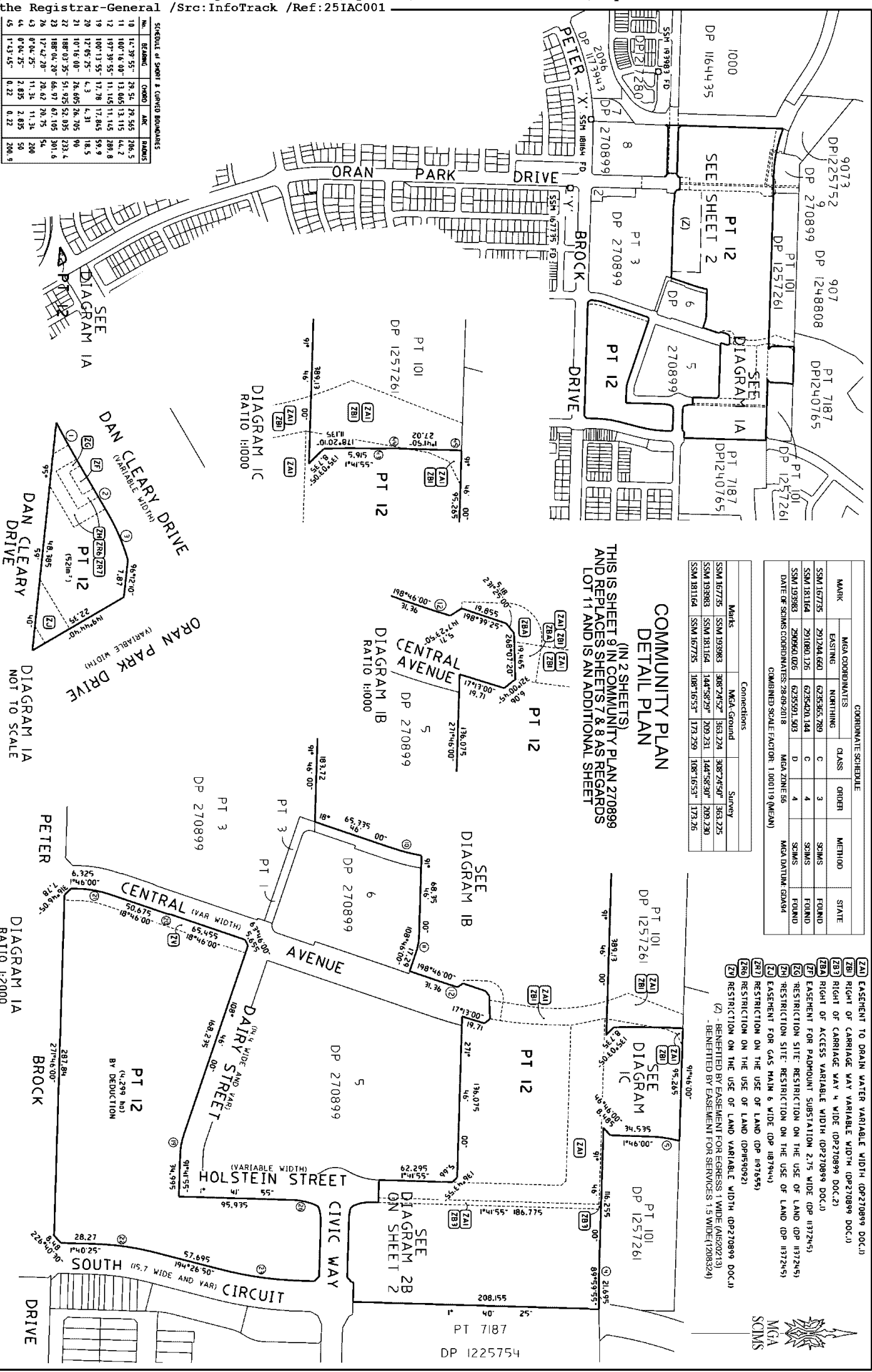
PLAN OF SUBDIVISION OF
LOT 4
IN DP270899

L.S.A.: CAMDEN
Locality: ORAN PARK
Reduction Ratio: 1:2000
Lengths are in metres

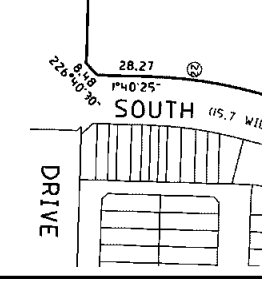
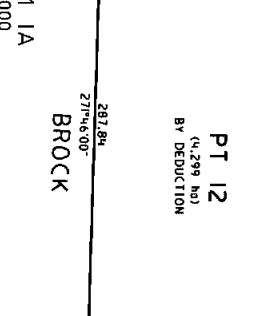
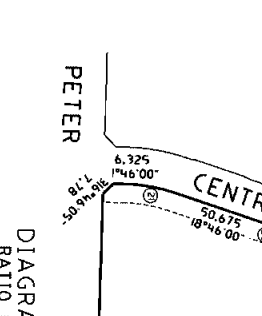
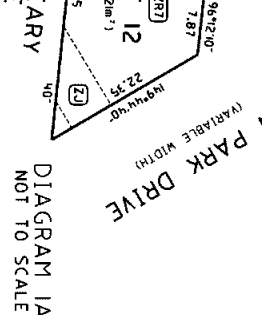
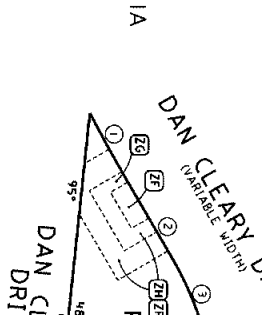
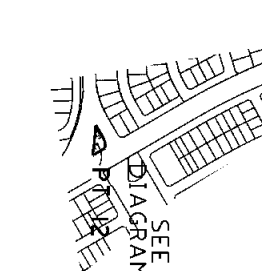
Registered:
17.6.2019

DP270899
ADDITIONAL SHEET 8

- (Z) BENEFITED BY - EASEMENT FOR EGRESS 1.5 WIDE (AN920213)
- EASEMENT FOR SERVICES 1.5 WIDE (P1208824)
- [B3] RIGHT OF CARRIAGE WAY 4 WIDE
 - [ZAN] EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP2708999 DOC.I)
 - [ZAN] EASEMENT TO DRAIN WATER 23 WIDE (DP1208324)
 - [ZAN] EASEMENT TO DRAIN WATER 31.4 WIDE (DP1208324)
 - [ZAN] EASEMENT TO DRAIN WATER 31.4 WIDE (DP1208324)
 - [ZAN] RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP2708999 DOC.I)
 - [ZAN] RIGHT OF CARRIAGE WAY 21.3 & 31.4 WIDE (DP1964435)
 - [ZAN] RIGHT OF CARRIAGE WAY 31.4 WIDE (DP1208324)
 - [ZAN] EASEMENT FOR SERVICES 21.3 AND 31.4 WIDE (DP1964435)
 - [ZAN] RESTRICTION ON THE USE OF LAND (DP153031 NO. 13)
 - [ZAN] RESTRICTION ON THE USE OF LAND (DP153032)
 - [ZAN] RESTRICTION ON THE USE OF LAND (DP1917655)
 - [ZAN] RESTRICTION ON THE USE OF LAND (DP153032 (NO. 10, 11, 12))
 - [ZAN] RESTRICTION ON THE USE OF LAND (DP1159094)
 - [ZAN] RESTRICTION ON THE USE OF LAND (DP151500, DP153029, DP153030, DP15150921)



NO.	BEARING	CORNER	ARC	RADIUS
10	12.39 55.1	78.52	29.565	786.5
11	100.16 00.7	13.065	13.115	44.2
12	197.39 55.1	11.165	11.145	389.8
13	100.13 55.1	17.78	17.865	59.9
14	127.05 25.1	4.3	4.31	18.5
15	10.16 00.7	26.605	26.705	90
16	188.03 35.1	51.925	52.035	233.4
17	188.04 20.7	68.97	67.105	301.6
18	127.42 20.7	78.62	78.75	344.9
19	4.04 25.1	11.31	11.31	200
20	87.04 25.1	2.835	2.835	50
21	143.45	0.22	0.22	200.9



MARK	MGA COORDINATES	GLASS	ORDER	METHOD	STATE
SMM 167735	291284.626	6236365.289	C	3	SCIMS FOUND
SMM 181164	291080.126	6236400.144	C	4	SCIMS FOUND
SMM 193983	290980.026	6235951.503	D	4	SCIMS FOUND

Mark	MGA Ground	Survey
SMM 167735	SMM 193983	308.24 52.7
SMM 181164	SMM 181164	144.88 39.7
SMM 193983	SMM 167735	108.16 53.7

COMMUNITY PLAN
DETAIL PLAN
(IN 2 SHEETS)
THIS IS SHEET 9 IN COMMUNITY PLAN 270899
AND REPLACES SHEETS 7 & 8 AS REGARDS
LOT 11 AND IS AN ADDITIONAL SHEET

- (ZAI) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP270899 DOC.1)
 - (ZBI) RIGHT OF CARRIAGE VARY VARIABLE WIDTH (DP270899 DOC.1)
 - (ZBA) RIGHT OF ACCESS VARY WIDE (DP270899 DOC.2)
 - (ZB) RIGHT OF ACCESS VARIABLE WIDTH (DP270899 DOC.1)
 - (ZC) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1137245)
 - (ZD) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1137245)
 - (ZE) RESTRICTION SITE: RESTRICTION ON THE USE OF LAND (DP 1137245)
 - (ZF) RESTRICTION SITE: RESTRICTION ON THE USE OF LAND (DP 1137245)
 - (ZG) RESTRICTION FOR GAS MAIN 6 WIDE (DP 187944)
 - (ZH) EASEMENT ON THE USE OF LAND (DP 187645)
 - (ZI) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZJ) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZK) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZL) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZM) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZN) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZO) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZP) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZQ) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZR) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZS) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZT) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZU) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZV) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZW) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZX) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZY) RESTRICTION ON THE USE OF LAND (DP 187645)
 - (ZZ) RESTRICTION ON THE USE OF LAND (DP 187645)
- (Z) - BENEFITED BY EASEMENT FOR EGRESS 1 WIDE (A1502013)
- BENEFITED BY EASEMENT FOR SERVICES 1.5 WIDE (A208224)

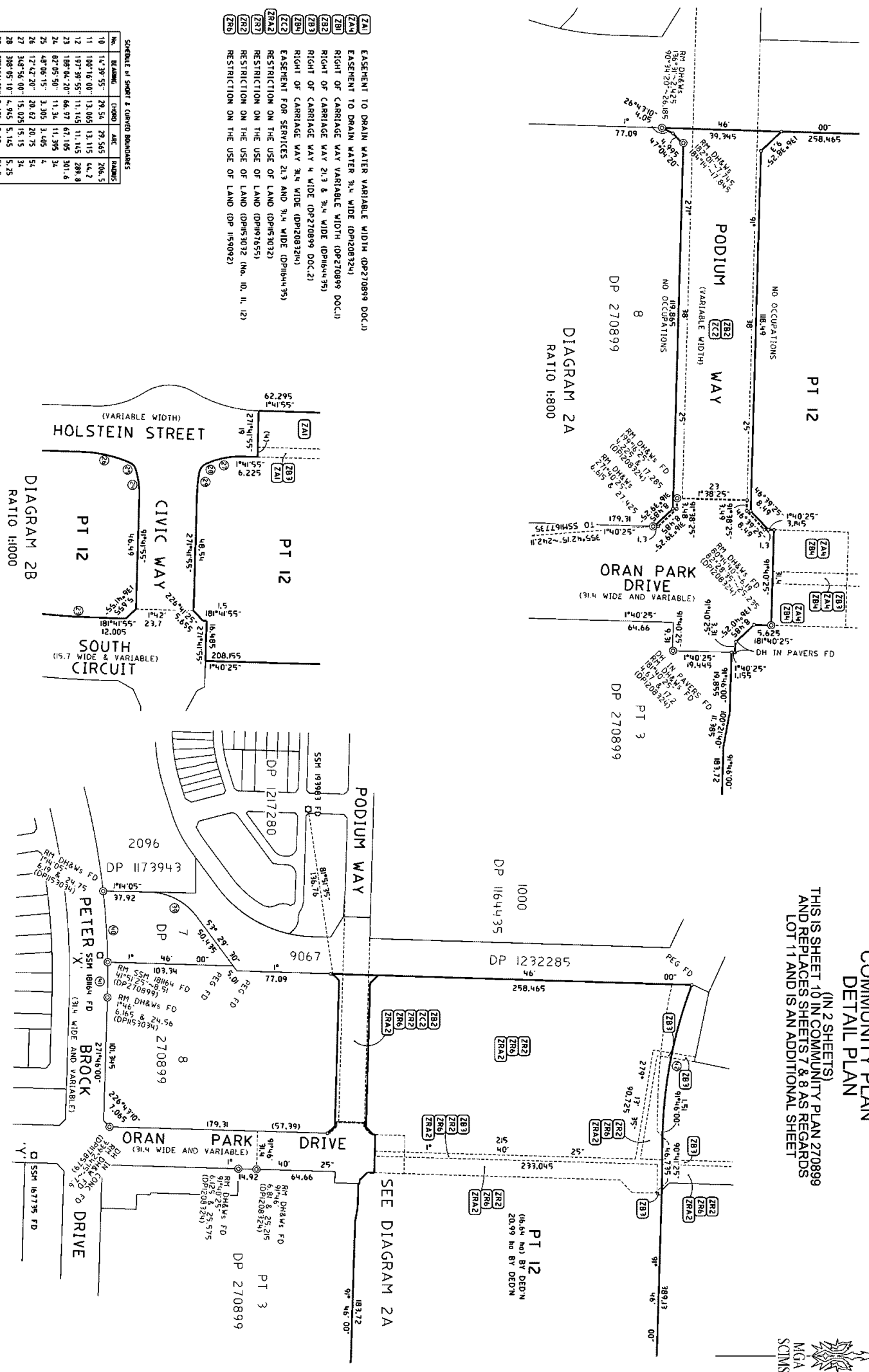
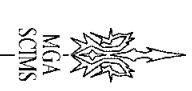
SURVEYOR Name: PAUL MICHAEL DALY Date: 28-09-2018 Reference: 10202(CP3)CP

PLAN OF SUBDIVISION OF LOT 11 IN DP270899

L.G.A.: CAMDEN Locality: ORAN PARK Reductor Scale: 1:5000

Register: DP270899 ADDITIONAL SHEET 9

**COMMUNITY PLAN
 DETAIL PLAN**
 (IN 2 SHEETS)
 THIS IS SHEET 10 IN COMMUNITY PLAN 270899
 AND REPLACES SHEETS 7 & 8 AS REGARDS
 LOT 11 AND IS AN ADDITIONAL SHEET



- (ZAI) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP270899 DOC.1)
- (ZAI) EASEMENT TO DRAIN WATER 3/4" WIDE (DP208324)
- (ZBI) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP270899 DOC.1)
- (ZB1) RIGHT OF CARRIAGE WAY 21/3" & 3/4" WIDE (DP164495)
- (ZB2) RIGHT OF CARRIAGE WAY 4" WIDE (DP270899 DOC.2)
- (ZB3) RIGHT OF CARRIAGE WAY 3/4" WIDE (DP208324)
- (ZB4) EASEMENT FOR SERVICES 21/3" AND 3/4" WIDE (DP164495)
- (ZB5) RESTRICTION ON THE USE OF LAND (DP164495)
- (ZB6) RESTRICTION ON THE USE OF LAND (DP167655)
- (ZB7) RESTRICTION ON THE USE OF LAND (DP163032 (No. 10, 11, 12)
- (ZB8) RESTRICTION ON THE USE OF LAND (DP 1159092)

SCHEDULE of SPACES & COVERED BUILDINGS

No.	BLANKING	COVER	AREA	RAIERS
10	14°39'55"	29.54	29.565	206.5
11	100°16'00"	13.065	13.115	44.2
12	197°39'55"	11.145	11.145	289.8
23	188°04'20"	66.97	67.105	301.6
24	82°05'50"	11.34	11.395	34.4
25	48°04'15"	3.395	3.405	4.4
26	127°42'30"	20.62	20.75	54.4
27	348°56'00"	15.025	15.15	34.4
28	308°05'10"	4.945	5.145	5.25
29	27°21'50"	44.04	45.605	50.4
39	275°51'05"	8.185	8.19	56.5
40	266°20'25"	58.535	58.555	615.7
41	270°24'55"	29.025	29.03	615.7
42	281°16'50"	122.915	123.48	371.8

SURVEYOR
 Name: PAUL MICHAEL DALY
 Date: 28-09-2018
 Reference: 10202(CP3)CP

PLAN OF SUBDIVISION OF
 LOT 11
 IN DP270899

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reducer Scale: 1:2000
 Lengths are in metres

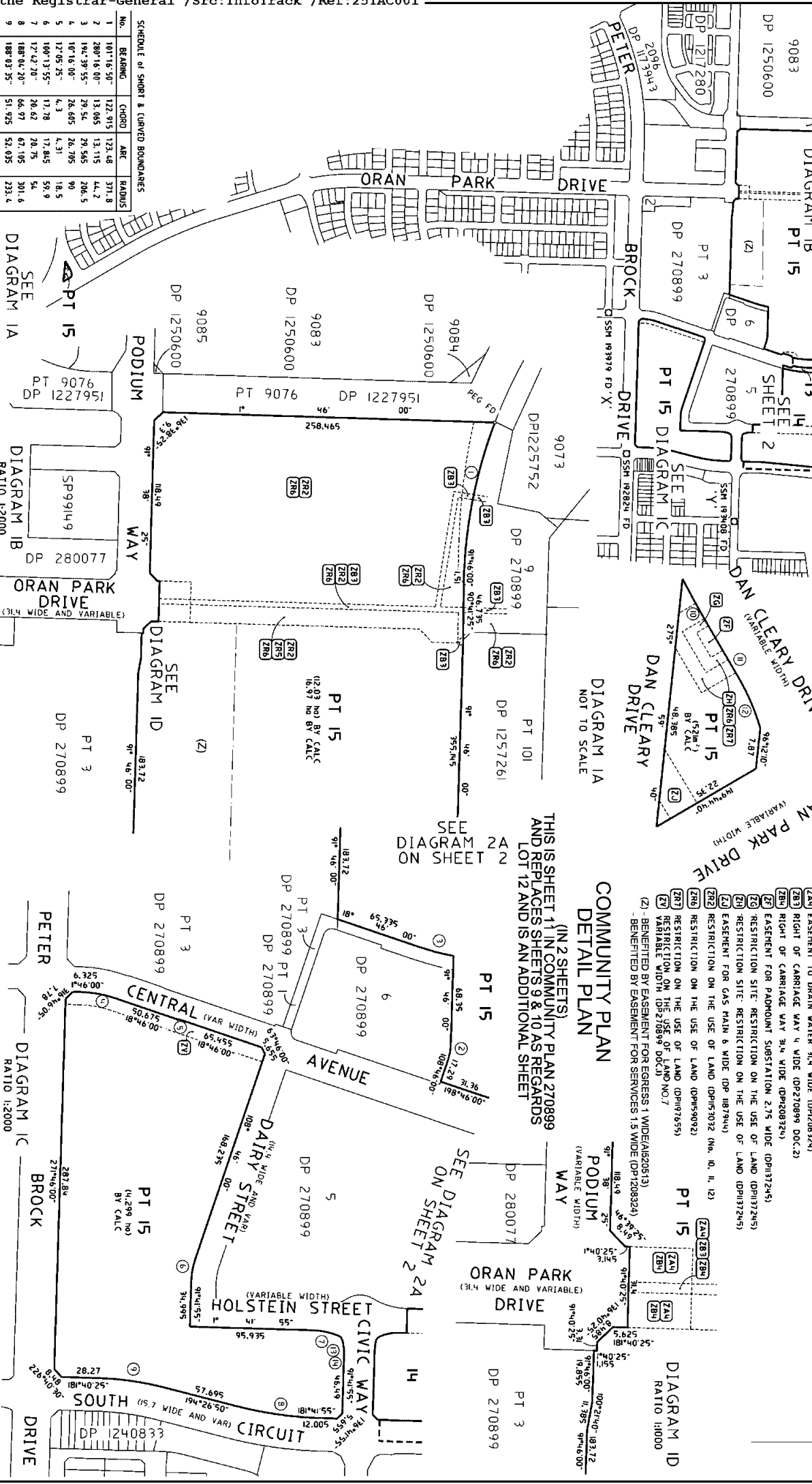
Registered:
 10.1.2020

DP270899
 ADDITIONAL SHEET 10

Mark	MGA Ground	Survey
SSM 193979	SSM 193408	63°29'55" 673.37
SSM 193408	SSM 192824	209°31'24" 279.583
SSM 192824	SSM 193079	262°59'40" 468.345
SSM 193079	SSM 207707	267°21'00" 469.975
SSM 207707	SSM 193408	123°15'30" 409.41

MARK	MGA COORDINATES	CLASS	OTHER	METHOD	STATE
EASTING	NORTHING	D	4	SCMS	FOUNDED
291867.106	6235396.970	D	4	SCMS	FOUNDED
292004.894	6235640.279	D	4	SCMS	FOUNDED
291402.210	6235339.773	D	4	SCMS	FOUNDED
291662.510	6235864.834	U	U	TRAVELER	PLACED

DATE OF SCMS COORDINATES: 19/07/2019 MGA ZONE: 96
 COMBINED SCALE FACTOR: 1.000115 MGA DATUM: GDA94



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	101°16'50"	122.915	123.48	371.8
2	200°16'00"	13.065	13.115	44.2
3	196°39'55"	29.54	29.565	206.5
4	10°16'00"	26.605	26.705	90
5	127°05'25"	4.3	4.31	18.5
6	100°13'55"	11.78	11.845	59.9
7	127°42'20"	26.62	26.75	54
8	188°04'20"	66.97	67.05	201.6
9	188°03'35"	51.925	52.035	233.4
10	61°15'30"	9.76	9.76	184.7
11	59°44'40"	12.225	10.815	44
12	246°47'05"	10.785	3.205	44
13	48°04'15"	3.205	11.395	44
14	82°05'50"	11.34	11.395	34

PLAN OF SUBDIVISION OF LOT 12 IN DP270899

SURVEYOR: ANGELA MARY RYAN
 Date: 26-07-2019
 Reference: 10202CP4CP

PLAN OF SUBDIVISION OF LOT 12 IN DP270899

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reducor Ratio: 1:5000

Registered: 22.9.2020

ADDITIONAL SHEET 11

THIS IS SHEET 11 IN COMMUNITY PLAN 270899 AND REPLACES SHEETS 9 & 10 AS REGARDS LOT 12 AND IS AN ADDITIONAL SHEET

COMMUNITY PLAN DETAIL PLAN (IN 2 SHEETS)

SEE DIAGRAM ON SHEET 24

**COMMUNITY PLAN
 DETAIL PLAN**

(IN 2 SHEETS)
 THIS IS SHEET 12 IN COMMUNITY PLAN 270899
 AND REPLACES SHEETS 9 & 10 AS REGARDS
 LOT 12 AND IS AN ADDITIONAL SHEET



SEE
 DIAGRAM IB
 ON SHEET 1

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
7	127.42.20"	20.62	20.75	501.6
8	188.04.20"	66.97	67.105	301.6
13	48.06.15"	3.305	3.405	4
14	82.05.50"	11.34	11.395	34
15	103.38.45"	14.26	14.285	273.4
16	275.51.05"	8.185	8.19	56.5
17	308.05.10"	4.945	5.145	5.25
18	348.56.00"	15.025	15.15	34
19	0.04.25"	11.34	11.34	200
20	0.04.25"	2.835	2.835	50
21	1.43.45"	0.22	0.22	200.9
22	188.53.40"	24.07	24.135	97
23	90.52.55"	14.96	14.96	484.9
24	184.22.55"	47.445	47.445	298.5
25	5.98.40"	46.2	46.215	309.5
26	187.50.10"	70.09	70.23	320
27	16.31.10"	25.09	25.095	320
28	197.39.55"	11.145	11.145	289.8
29	196.28.35"	27.55	27.855	54
30	8.24.45"	14.955	14.98	77.29
31	3.36.45"	12.545	12.545	187.7

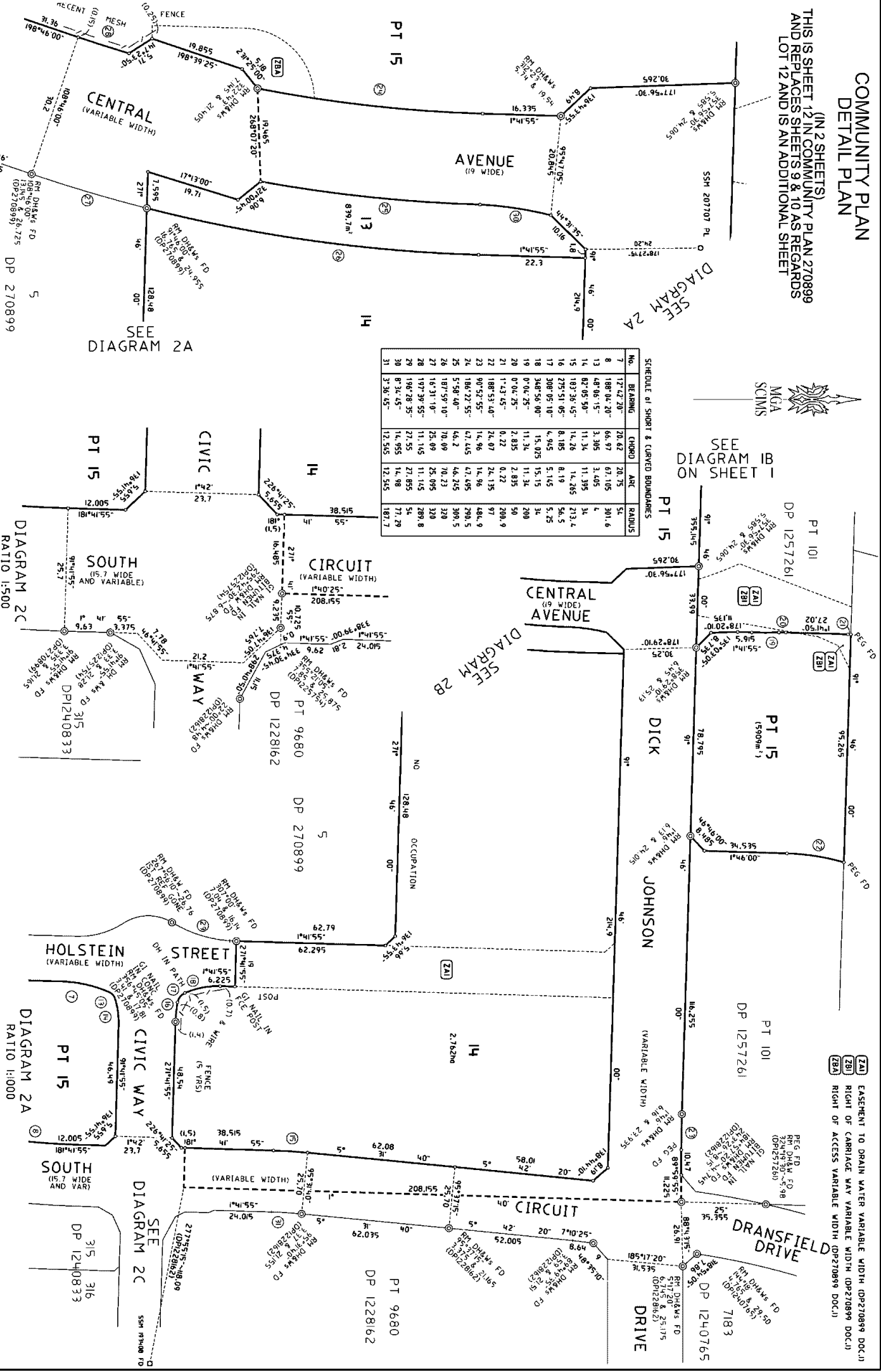


DIAGRAM 2B
 RATIO 1:500
 DP 270899

SURVEYOR
 Name: ANGELA MARY RYAN
 Date: 26-07-2019
 Reference: 10202CP4CP

PLAN OF SUBDIVISION OF
 LOT 12
 IN DP270899

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reduction Ratio: 1:1000
 Lengths are in metres

Registered:
 22.9.2020

ADDITIONAL SHEET 12
 DP270899

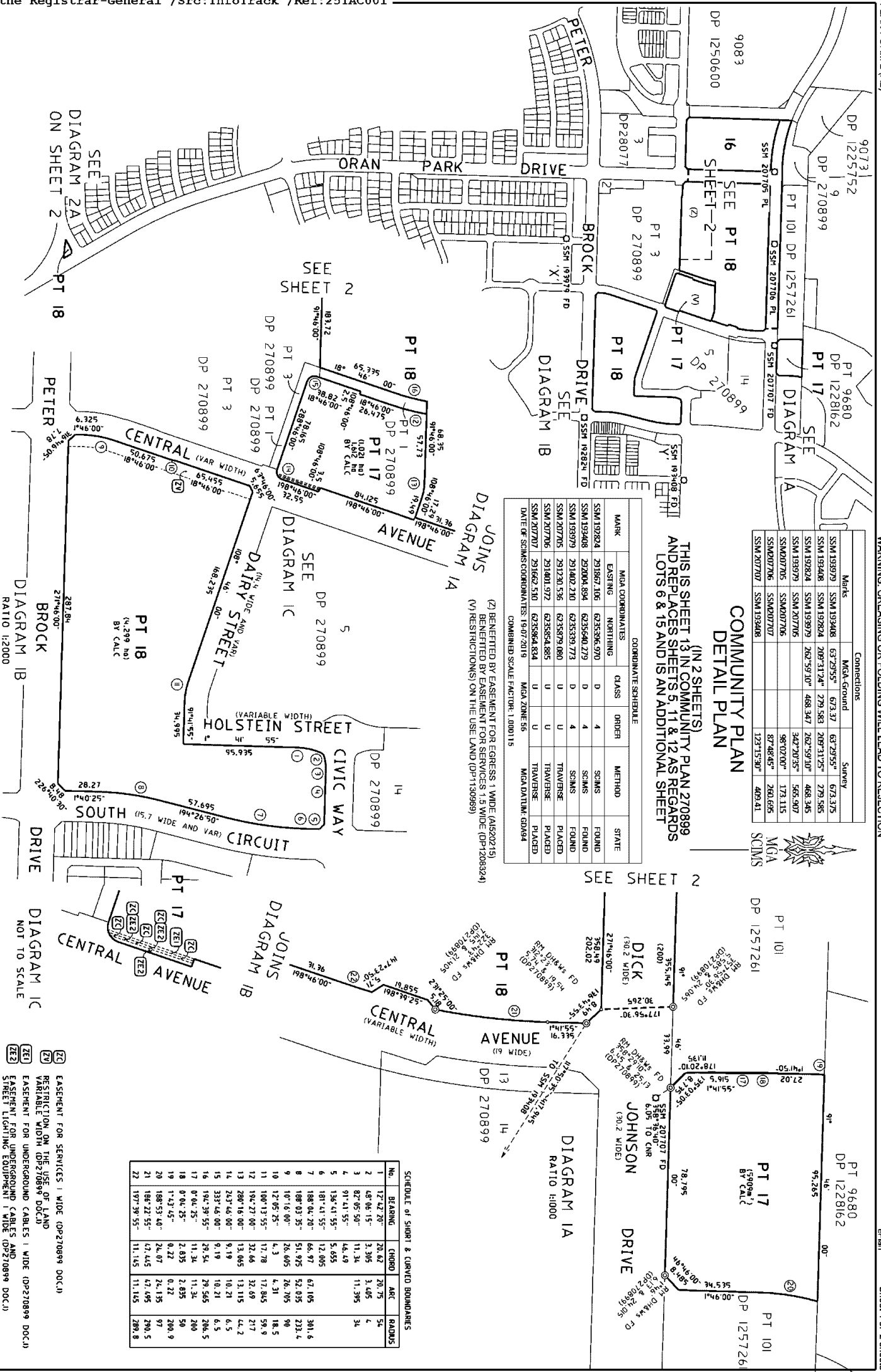
Mark	MGA Ground	Survey
SSM 193929	SSM 193948	63.2955° 673.375
SSM 193928	SSM 193924	209.3124° 279.583
SSM 193924	SSM 193929	209.3125° 279.585
SSM 193924	SSM 193979	262.5970° 468.347
SSM 193979	SSM 207705	262.5970° 468.345
SSM 207705	SSM 207706	342.2035° 565.907
SSM 207706	SSM 207707	98.0200° 173.115
SSM 207707	SSM 193948	87.4845° 260.695
SSM 207707	SSM 193948	132.5130° 401.401

**COMMUNITY PLAN
DETAIL PLAN
(IN 2 SHEETS)**
 THIS IS SHEET 13 IN COMMUNITY PLAN 270899
 AND REPLACES SHEETS 5, 11 & 12 AS REGARDS
 LOTS 6 & 15 AND IS AN ADDITIONAL SHEET

MARK	MGA COORDINATES	CLASS	ORDER	METHOD	STATE
SSM 192824	201867.106	D	4	SPKMS	FOUND
SSM 193948	292004.894	D	4	SPKMS	FOUND
SSM 193979	291440.210	D	4	SPKMS	FOUND
SSM 207705	291230.536	U	U	TRAVERSE PLACED	PLACED
SSM 207706	291440.972	U	U	TRAVERSE PLACED	PLACED
SSM 207707	291662.510	U	U	TRAVERSE PLACED	PLACED

DATE OF SIGNING COORDINATES: 19/07/2019
 MGA ZONE 56
 MGA DATUM: GDA94
 COMBINED SCALE FACTOR: 1.000115

(2) BENEFITTED BY EASEMENT FOR EGRESS 1.5 WIDE (AP2208215)
 (V) BENEFITTED BY EASEMENT FOR SERVICES 1.5 WIDE (DP1208824)
 (V) RESTRICTIONS ON THE USE LAND (DP1190899)



SURVEYOR
 Name: ANGELA HARRY RYAN
 Date: 11-12-2019
 Reference: 10202(CP5)/CP

PLAN OF
 SUBDIVISION OF
 LOTS 6 AND 15 IN DP270899 AND
 EASEMENTS AFFECTING
 LOT 9 IN DP270899

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reducer Ratio: 1:8000
 Lengths are in metres

REGISTERED
 25/09/2020

DP270899
 ADDITIONAL SHEET 13

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	127°42'20"	28.62	28.75	54
2	48°06'15"	3.205	3.405	4
3	82°05'50"	11.34	11.395	34
4	91°41'55"	16.49		
5	136°41'55"	5.655		
6	181°41'55"	12.005		
7	188°04'20"	66.97	67.105	301.6
8	188°03'35"	51.975	52.035	233.4
9	10°16'00"	26.605	26.705	90
10	12°05'25"	4.3	4.31	18.5
11	100°13'55"	17.78	17.845	59.9
12	194°27'00"	32.68	32.69	217
13	280°16'00"	13.065	13.115	44.2
14	247°46'00"	9.119	10.21	64.5
15	233°46'00"	9.119	10.21	64.5
16	192°39'55"	29.54	29.565	206.5
17	0°04'75"	11.34	11.34	200
18	0°04'75"	2.835	2.835	50
19	1°43'45"	0.22	0.22	200.9
20	188°53'40"	26.07	26.155	97
21	188°22'55"	47.445	47.495	290.5
22	197°39'55"	11.145	11.145	289.8

- (Z) EASEMENT FOR SERVICES 1 WIDE (DP270899 DOC.1)
- (Z) RESERVATION ON THE USE OF LAND (DP270899 DOC.1)
- (Z) VARIABLE WIDTH (DP270899 DOC.1)
- (Z) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP270899 DOC.1)
- (Z) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP270899 DOC.1)

SEE SHEET 2
 ON SHEET 2
 PT 18
 DIAGRAM 2A

SEE SHEET 2
 PT 18
 DIAGRAM 2A

SEE SHEET 2
 PT 18
 DIAGRAM 2A

SEE SHEET 2
 PT 18
 DIAGRAM 2A

SEE SHEET 2
 PT 18
 DIAGRAM 2A

SEE SHEET 2
 PT 18
 DIAGRAM 2A

SEE SHEET 2
 PT 18
 DIAGRAM 2A

SEE SHEET 2
 PT 18
 DIAGRAM 2A

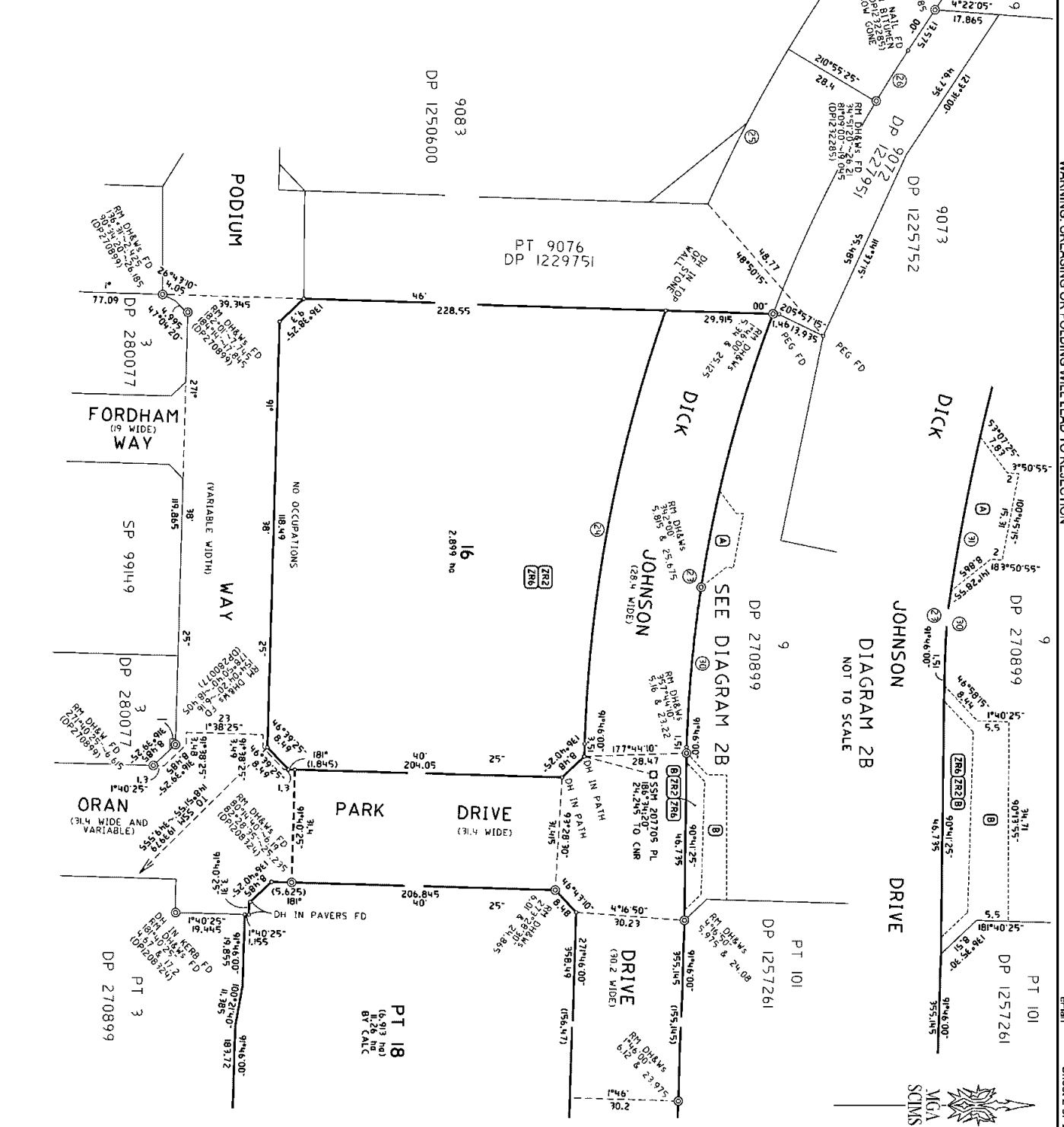
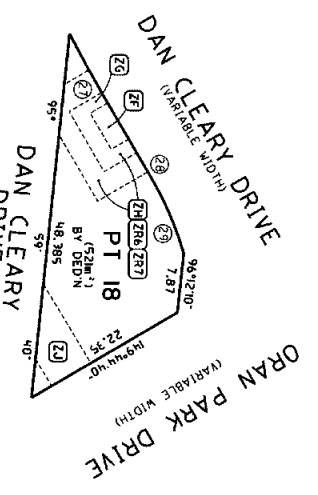
SEE SHEET 2
 PT 18
 DIAGRAM 2A

**COMMUNITY PLAN
 DETAIL PLAN**
 (IN 2 SHEETS)
 THIS IS SHEET 14 IN COMMUNITY PLAN 270899
 AND REPLACES SHEETS 5, 11 & 12 AS REGARDS
 LOTS 6 & 15 AND IS AN ADDITIONAL SHEET

SCHEDULE OF SHORT & CURVED BOUNDARIES

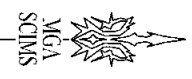
No.	BEARING	CHORD	ARC	RADIUS
23	101°18'50"	122.915	123.148	371.8
24	100°34'55"	122.67	123.16	400.2
25	297°28'45"	48.555	48.585	400.2
26	302°13'15"	16.825	16.825	371.8
27	61°15'30"	9.76	9.76	184.7
28	59°44'40"	12.225	12.225	10.815
29	246°47'05"	10.785	10.815	44
30	(275°12'35"	44.65	44.675	371.8
31	(280°45'20"	27.305	27.31	371.8

- (A) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (B) RIGHT OF CARRIAGE WAY VARIABLE WIDTH
- (Z1) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (OP137245)
- (Z2) RESTRICTION SITE RESTRICTION ON THE USE OF LAND (OP137245)
- (Z3) RESTRICTION SITE RESTRICTION ON THE USE OF LAND (OP137245)
- (Z4) EASEMENT FOR GAS MAIN 6 WIDE (OP 187944)
- (Z5) RESTRICTION ON THE USE OF LAND (OP13032 (No. 10, 11, 12)
- (Z6) RESTRICTION ON THE USE OF LAND (OP13032 (No. 10, 11, 12)
- (Z7) RESTRICTION ON THE USE OF LAND (OP187855)



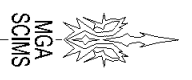
SURVEYOR Name: ANGELA MARY RYAN Date: 11-12-2019 Reference: 10202(CP5)/CP	PLAN OF LOTS 6 AND 15 IN DP270899 AND EASEMENTS AFFECTING LOT 9 IN DP270899	SUBDIVISION OF LOTS 6 AND 15 IN DP270899 AND EASEMENTS AFFECTING LOT 9 IN DP270899	L.G.A.: CAMDEN Locality: ORAN PARK Reduction Scale: 1:800 Lengths are in metres
REGISTERED	25/09/2020	(CP NUMBER) DP270899	ADDITIONAL SHEET 14

SEE DIAGRAM 1A ON SHEET 1



COMMUNITY PLAN DETAIL PLAN

(IN 1 SHEET)
 THIS IS SHEET 15 IN COMMUNITY PLAN 270899
 AND REPLACES SHEETS 11 AND 12 AS REGARDS
 LOTS 13 & 14 AND IS AN ADDITIONAL SHEET



SCHEDULE of SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	183°36'45"	14.26	14.265	213.4
2	275°51'05"	8.185	8.19	56.5
3	308°05'15"	4.945	5.145	5.25
4	348°56'00"	15.025	15.15	34
5	186°15'15"	50.835	50.89	320
6	57°58'40"	46.2	46.245	309.5
7	87°34'45"	14.955	14.98	77.29
8	188°22'55"	47.445	47.455	290.5
9	6°31'10"	25.09	25.095	320

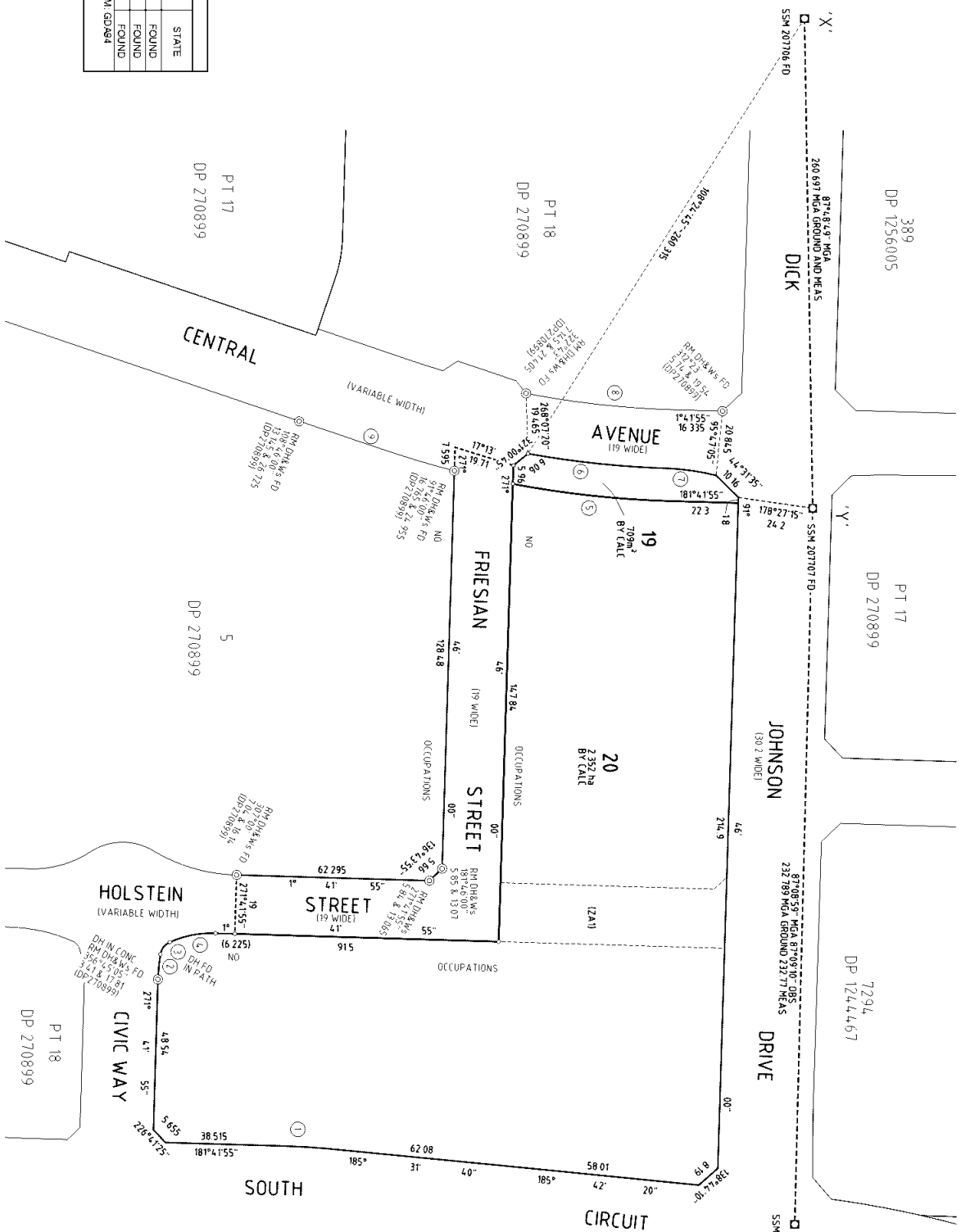
Connections

Marks	MGA-Ground	Survey
SSM199445	287°30'02" 493.478	287°30'05" 493.46

COORDINATE SCHEDULE

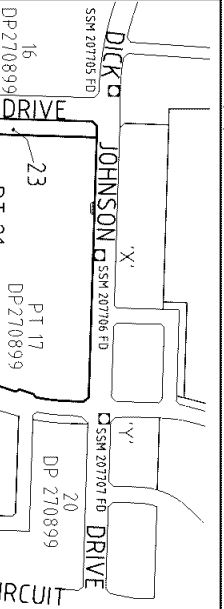
MARK	MGA COORDINATES	CLASS	ORDER	METHOD	STATE
SSM199445	291896.636 623887.865	D	0.03	SCIMS	FOUND
SSM207706	291402.471 623886.337	D	0.03	SCIMS	FOUND
SSM207707	291663.008 623886.278	D	0.02	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 02-08-2022
 MGA ZONE: 96
 MGA DATUM: GDA84
 COMBINED SCALE FACTOR: 1.000115



(Z)AN EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP270899 DOC 1)

SURVEYOR Name: ANGELA MARY RYAN Date: 06-09-2022 Reference: 10202(C/P)/CP	PLAN OF SUBDIVISION OF LOTS 13 AND 14 IN DP270899	L.C.A.: CAMDEN Locality: ORAN PARK Reduction Ratio: 1:1000 Lengths are in metres	REGISTERED 21/08/2023	DP270899 ADDITIONAL SHEET 15
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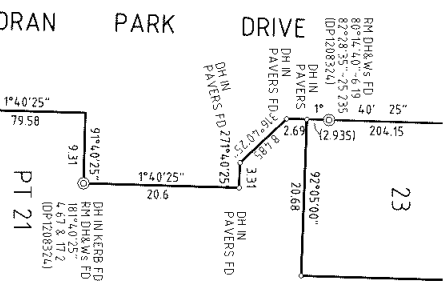
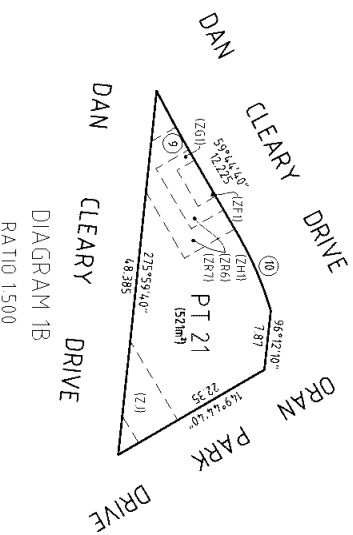


SCHEDULE OF SHORT & CURVED DIMENSIONS					
No.	BEARING	CHORD	ARC	RADIUS	RADIUS
9	61°15'30"	9.76	9.76	184.7	
10	66°47'05"	10.785	10.815	44.0	
19	226°46'00"	4.245	4.71	3.0	
20	316°46'00"	4.245	4.71	3.0	

COORDINATE SCHEDULE						
MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
SSM 207705	291231.034	6235980.538	D	N/A	SCIMS	FOUND
SSM 207706	291402.471	6235986.331	D	N/A	SCIMS	FOUND
SSM 207707	291663.008	6235986.278	D	N/A	SCIMS	FOUND

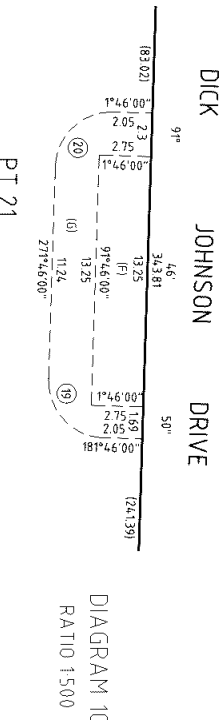
DATE OF SCIMS COORDINATES: 09-01-2023
 MGA ZONE 56
 MGA DATUM: GDA2020
 COMBINED SCALE FACTOR: 1.000115

MARKS		CONNECTIONS		SURVEY	
SSM 207706	SSM 207707	MGA-GROUND			
		260.687	87°48'48"	260.687	87°48'48"
		432.158	27°53'22"	432.158	27°53'22"
		173.116	98°02'02"	173.115	98°02'00"



- (F1) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (G1) RESTRICTION ON THE USE OF LAND
- (ZF1) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1137245)
- (ZF1J) RESTRICTION ON THE USE OF LAND (DP1137245)
- (ZFIJ) RESTRICTION ON THE USE OF LAND (DP1137245)
- (ZG1) RESTRICTION ON THE USE OF LAND (DP1137245)
- (ZG1J) RESTRICTION ON THE USE OF LAND (DP1137245)
- (ZFIJ) RESTRICTION ON THE USE OF LAND (DP154092)
- (ZFIJ) RESTRICTION ON THE USE OF LAND (DP154092)
- (ZFIJ) RESTRICTION ON THE USE OF LAND (DP1137655)

SEE DIAGRAM 1B
 RATIO 1:500



SURVEYOR
 Name: ANGELA MARY RYAN
 Date: 24-01-2023
 Reference: 10202(CP7)-CP

SUBDIVISION OF LOT 3 AND
 LOT 18 IN DP270899

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reduction Ratio: 1:5000
 Lengths are in metres

REGISTERED

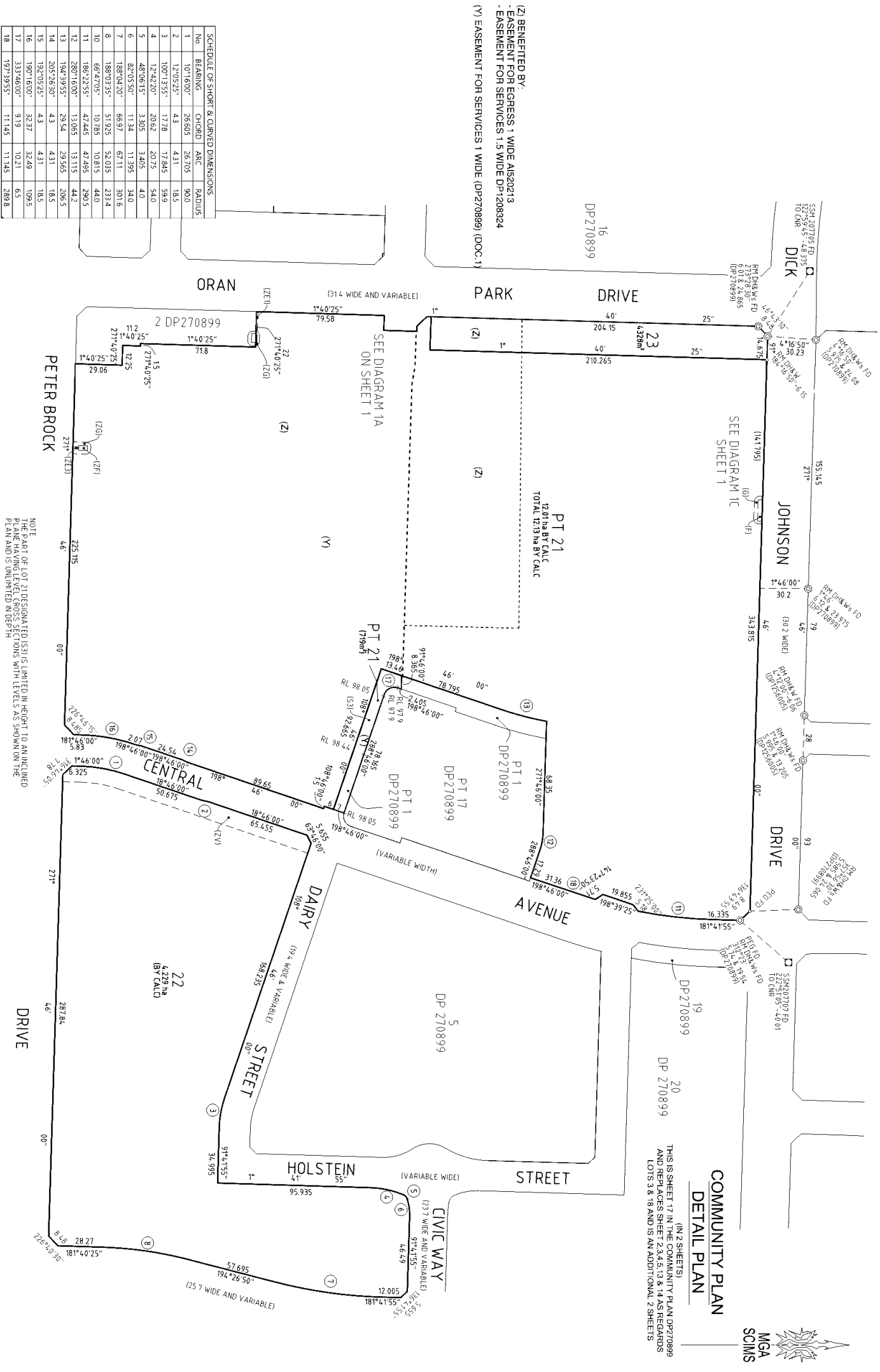
 22/08/2023

DP270899
 ADDITIONAL SHEET 16

COMMUNITY PLAN
 (IN 2 SHEETS)
 DETAIL PLAN



THIS IS SHEET 16 IN THE COMMUNITY PLAN DP270899
 AND REPLACES SHEET 2, 3, 4, 5, 13 & 14 AS REGARDS
 LOTS 3 & 18 AND IS AN ADDITIONAL 2 SHEETS



SCHEDULE OF SHORT & CURVED DIMENSIONS

No	BEARING	CHORD	ARC	RADIUS
1	10°16'00"	26.605	26.705	90.0
2	12°05'25"	4.3	4.31	18.5
3	100°13'55"	17.78	17.845	59.9
4	12°42'20"	20.62	20.75	54.0
5	48°06'15"	3.205	3.405	4.0
6	82°05'50"	11.34	11.395	34.0
7	188°04'20"	66.97	67.71	303.6
8	188°03'35"	51.925	52.035	233.4
10	66°47'05"	10.785	10.815	44.0
11	186°22'55"	47.445	47.495	280.5
12	280°16'00"	13.055	13.115	44.2
13	194°19'55"	29.64	29.565	206.5
14	205°26'30"	4.3	4.31	18.5
15	192°05'25"	4.3	4.31	18.5
16	192°16'00"	32.37	32.49	109.5
17	333°46'00"	9.19	10.21	6.5
18	197°39'55"	11.145	11.145	289.8

- (Z1) EASEMENT FOR UNDERGROUND CABLES 0.7 WIDE (DP208324)
- (Z2) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (DP208324)
- (Z3) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (DP208324)
- (Z4) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (DP208324)
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- (Z100) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE (DP208324)

SURVEYOR
 Name: ANGELA MARY RYAN
 Date: 24-01-2023
 Reference: 10202(CP7)-CP

SUBDIVISION OF LOT 3 AND LOT 18 IN DP270899

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reduction Ratio: 1:1500
 Lengths are in metres

REGISTERED
 22/08/2023

DP270899
 ADDITIONAL SHEET 17

NOTE:
 THE PART OF LOT 21 DESIGNATED (S31) IS LIMITED IN HEIGHT TO AN INCLINED PLANE HAVING LEVEL CROSS SECTIONS WITH LEVELS AS SHOWN ON THE PLAN AND IS UNLIMITED IN DEPTH

THIS IS SHEET 17 IN THE COMMUNITY PLAN DP270899 AND REPLACES SHEET 2.34.5.13 & 14.14.8 REGARDS LOTS 3 & 18 AND IS AN ADDITIONAL 2 SHEETS




**COMMUNITY PLAN
 DETAIL PLAN**

(IN 2 SHEETS)
 THIS IS SHEET 17 IN THE COMMUNITY PLAN DP270899 AND REPLACES SHEET 2.34.5.13 & 14.14.8 REGARDS LOTS 3 & 18 AND IS AN ADDITIONAL 2 SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  29.3.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1>DP270899</h1> Office Use Only (DOC.A)
--	--

PLAN OF SUBDIVISION OF LOT 991 IN DP1149179, LOT 9030 AND 9031 IN DP1208324	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 <u>PAUL MICHAEL DALY</u> of <u>JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELLTOWN</u> a surveyor registered under the <i>Surveying and Spatial Information Act,</i> <i>2002,</i> certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012,</i> is accurate and the survey was completed on <u>01-10-2015</u> *(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 <u><i>Paul M. Daly</i></u> Dated: <u>1-12-2015</u> Surveyor ID: <u>898</u> Datum Line: <u>'X' - 'Y'</u> Type: <u>Urban/Rural</u> The terrain is <u>*Level-Undulating / *Steep Mountainous</u> * 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 <u>Daniel Streater</u> *Authorised Person/* General Manager/* Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u><i>Daniel Streater</i></u> Accreditation number: Consent Authority: <u>Camden Council</u> Date of endorsement: <u>23-12-2015</u> Subdivision Certificate number: <u>14.2014.440.1</u> File number: <u>DA/2014/1990</u> * Strike through if inapplicable	STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE CENTRAL AVENUE, CIVIC WAY, DAIRY STREET, HOLSTEIN STREET AND SOUTH CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.
--	--

Plans used in the preparation of survey/compilation DP 1149179 DP 1149185 DP 1149185 DP 1169698 DP 1178579 DP 1202756 DP 1208324 If space is insufficient continue on PLAN FORM 6A	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A
--	---

Surveyor's Reference: <u>04320(TC)CP</u>	(ISSUE E)
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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  29.3.2016 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 991 IN DP1149179, LOT 9030 AND 9031 IN DP1208324	<h1 style="text-align: center;">DP270899</h1> <p style="text-align: right;">(DOC.A)</p>
Subdivision Certificate Number: <u>14.2014.440.1</u> Date of Endorsement: <u>23/12/2015</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A)
2. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B)
3. RIGHT OF ACCESS VARIABLE WIDTH (BA)
4. EASEMENT FOR SERVICES 1 WIDE (C)
5. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E1)
6. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (E2)
7. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (V)
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND

STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE



 Council Authorised Person

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



29.3.2016

Office Use Only

Office Use Only

DP270899

PLAN OF

SUBDIVISION OF
LOT 991 IN DP1149179,
LOT 9030 AND 9031 IN DP1208324

(DOC.A)

Subdivision Certificate No: 14,2014,440.1

Date of Endorsement: 23/12/2015

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Name of Development (Optional)

ORAN PARK TOWN CENTRE

Address for Service of Notice

340 ORAN PARK DRIVE
ORAN PARK NSW 2570

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains an "updated"/revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^.....

* Strike out whichever is inapplicable
^ insert date

VALUER'S CERTIFICATE (Approved Form 9)

I, ROBERT ROWLANDS
of LANDS BIRYS VALUATION ADVISORY PTY LTD
being a Valuer registered under the Valuers Registration Act 1975, certify that:

- *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on 25/09/14
- (b) ~~The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^..... being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.~~

Signature: [Signature] Dated: 16/12/15

* Strike out whichever is inapplicable
^ insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT
INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	ASSOCIATION PROPERTY	
2	3448	
3	33713	
4	52836	
5	10002	
6	1	

TOTAL 100,000

HISTORICAL FILE

SEE ADMINISTRATION SHEET 3 (DOC.B)

[Signature]


Council Authorised Person

If space is insufficient use annexure sheet - Plan Form 6A

Surveyor's Reference: 04320(TC)CP

(ISSUE E)

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

Registered:  29.3.2016 Office Use Only Office Use Only

DP270899

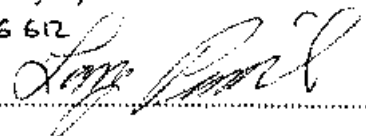
(DOC.A)

PLAN OF SUBDIVISION OF
LOT 991 IN DP1149179,
LOT 9030 AND 9031 IN DP1208324

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


Subdivision Certificate Number: 14.2014.44a.1
Date of Endorsement: 23/12/2015

Execution by Registered Proprietors:

Signed by Tocaroly Pty Ltd
ACN 120 306 612
Signature: 


Print Name: TONY PERICH
DIRECTOR

Office Held ~~P of A~~

Witness Signature: 
Print Name: MICHAEL OWENS


Address of Witness: 5 PETER BROCK DRIVE
ORAN PARK

SIGNATURE: 
PRINT NAME: CATHERINE PERICH
DIRECTOR

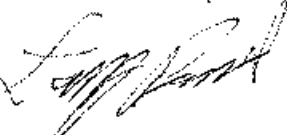
Signed by Perich Property Pty Ltd
ACN 001 253 562
567
Signature: 

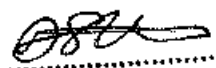
Print Name: MARK PERICH TONY PERICH
DIRECTOR DIRECTOR

Office Held ~~P of A~~

Witness Signature: 
Print Name: MICHAEL OWENS


Address of Witness: 5 PETER BROCK DRIVE
ORAN PARK

SIGNATURE: 
PRINT NAME: TONY PERICH

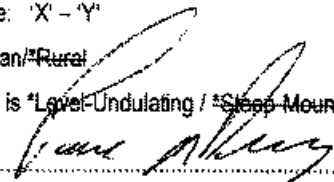

Council Authorised Person

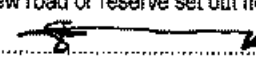
If space is insufficient use additional annexure sheet

PLAN FORM 6 (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 4 sheet(s)

Registered:  17.6.2019 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP270899</h1> (DOC.B) Office Use Only
--	---

PLAN OF SUBDIVISION OF LOT 4 IN DP270899	LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND
--	--

<p style="text-align: center;">Survey Certificate</p> I, PAUL MICHAEL DALY of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on of *(b) The part of the land shown in the plan ("being"excluding " PARTS OF LOT 11) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 12-07-2018, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous Signature:  Dated: 20-12-2018 Surveyor Identification No: 898 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
---	---


<p style="text-align: center;">Subdivision Certificate</p> I, <u>Sugale Mohamed</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: CAMDEN COUNCIL Date of endorsement: 09/05/2019 Subdivision Certificate number: 14.2017.1438.1 File number: DA/2017/1438/1 *Strike through if Inapplicable.	Plans used in the preparation of survey/compilation. DP270899 DP1178597 DP1149179 DP1208324 DP1149185 DP1225752 DP1153034 DP1248808 DP1169698
---	--

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	Surveyor's Reference: 10202(CP2)CP
--	------------------------------------

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

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  17.6.2019
 Office Use Only

Office Use Only

PLAN OF
 SUBDIVISION OF
 LOT 4 IN DP270899

DP270899

(DOC.B)

Subdivision Certificate number: 19/2017/138
 Date of Endorsement: 09/05/19

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

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

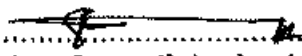
1. RIGHT OF CARRIAGE WAY 4 WIDE (B3)

IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGE WAY 4 WIDE (CREATED BY DP1225752)

Schedule of Street Addresses

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
7	N/A	341E	Oran Park	Drive	Oran Park
8	N/A	341	Oran Park	Drive	Oran Park
9	N/A	371	Oran Park	Drive	Oran Park
10	N/A	89	Central	Avenue	Oran Park
11	N/A	76	Central	Avenue	Oran Park


 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202(CP2)CP

PLAN FORM 6D (2016)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

<p>Office Use Only</p> <p>Registered: 17.6.2019</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP270899</p> <p style="text-align: right;">(DOC.B)</p>
<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOT 4 IN DP270899</p>	<p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p>
<p>Subdivision Certificate number: <u>14.2017.1438.1</u></p> <p>Date of endorsement: <u>09/05/19</u></p>	
<p>Name of Development (Optional)</p> <p style="text-align: center;">ORAN PARK TOWN CENTRE</p>	<p>Address for Service of Notices</p> <p>30 ORAN PARK DRIVE ORAN PARK NSW 2570</p>
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i>. Any changes will be recorded in a replacement schedule.</p>	<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>TAIN AVERY, AAPI</u> of <u>LANDSBOROUGH VALUATION & ADVICE</u> being a qualified valuer, as defined in the <i>Community Land Development Act 1989</i>, certify that:</p> <p>(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on <u>^</u></p> <p>(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on <u>^ 25.09.14</u> being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature: <u></u> Dated: <u>19-11-18</u></p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p>
<p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an updated ^{revised} Schedule of Unit Entitlements and replaces the existing schedule registered on <u>^ 29-03-2016</u></p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p>	<p><small>* Strike through if inapplicable ^ Insert date of valuation</small></p>

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Association Property	
2	3448	
3	33713	
4	Subdivision into Lots 7 to 11	See additional Sheets 7 & 8
5	10002	
6	1	
7	831	
8	9980	
9	1307	
10	6028	
11	34690	
TOTAL	100000	

HISTORICAL FILE
SEE ADMINISTRATION SHEET 1 (DOC. C)

If space is insufficient use annexure sheet -Plan Form 6A

Surveyor's Reference: 10202(CP2)CP

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



17.6.2019

Office Use Only

Office Use Only

DP270899

PLAN OF

SUBDIVISION OF
LOT 4 IN DP270899

(DOC.B)

Subdivision Certificate number: 14.2017.1438.1

Date of Endorsement: 09/05/19

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

Execution By Registered Proprietor: Perich Property Pty Ltd (ACN 001 253 587)
Pursuant to section 127 of the *Corporations Act 2001*

Mark Perich
Director

Tony Perich
Director

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:10202(CP2)CP


PLAN FORM 6D (2016)(Community annexure) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 1 sheet(s)																																							
<p style="text-align: right;">Office Use Only</p> <p>Registered: 14-11-2019</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP 270899</p> <p style="text-align: right;">(DOC. C)</p>																																								
<p>PLAN OF</p> <p style="text-align: center;">REPLACEMENT SHEET OF UNIT ENTITLEMENTS FOLLOWING SEVERANCE OF COMMUNITY DEVELOPMENT LOTS 7, 9 & 10 FROM DP270899 SCHEME</p>	<p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p>																																								
<p>Subdivision Certificate number:</p> <p>Date of endorsement:</p>																																									
<p style="text-align: center;">Name of Development (Optional)</p> <p style="text-align: center;">ORAN PARK TOWN CENTRE</p>	<p style="text-align: center;">Address for Service of Notices</p> <p>30 ORAN PARK DRIVE ORAN PARK NSW 2570</p>																																								
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<p style="text-align: center;">UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on <u>17-06-19</u></p> <p><small>* Strike through if inapplicable * Insert registration date of previous schedule</small></p>																																									
<p>SCHEDULE OF UNIT ENTITLEMENT</p>																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">LOT</th> <th style="width: 55%;">UNIT ENTITLEMENT</th> <th style="width: 30%;">SUBDIVISION</th> </tr> </thead> <tbody> <tr><td>1</td><td>Association Property</td><td></td></tr> <tr><td>2</td><td>3448</td><td></td></tr> <tr><td>3</td><td>33713</td><td></td></tr> <tr><td>4</td><td>Subdivision into Lots 7 to 11</td><td>See additional Sheets 7 & 8</td></tr> <tr><td>5</td><td>10082</td><td></td></tr> <tr><td>6</td><td>1</td><td></td></tr> <tr><td>7</td><td>Severed from the Scheme</td><td></td></tr> <tr><td>8</td><td>9980</td><td></td></tr> <tr><td>9</td><td>Severed from the Scheme</td><td></td></tr> <tr><td>10</td><td>Severed from the Scheme</td><td></td></tr> <tr><td>11</td><td>34690</td><td></td></tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">91834</td> <td></td> </tr> </tbody> </table>			LOT	UNIT ENTITLEMENT	SUBDIVISION	1	Association Property		2	3448		3	33713		4	Subdivision into Lots 7 to 11	See additional Sheets 7 & 8	5	10082		6	1		7	Severed from the Scheme		8	9980		9	Severed from the Scheme		10	Severed from the Scheme		11	34690		TOTAL	91834	
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<p>HISTORICAL FILE - SEE ADMINISTRATION SHEET (DOC. D)</p>																																									
<p>If space is insufficient use annexure sheet -Plan Form 6A</p>																																									
<p>Surveyor's Reference: 10202(CP2-SEV)CP</p>																																									

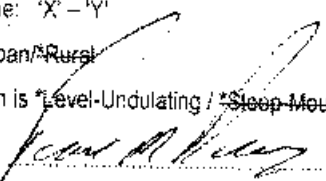
ISSUE A

~~2 of 2~~
 Sheet 1 of 1

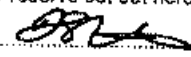
PLAN FORM 6 (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 4 sheet(s)

Registered:  10.1.2020 Office Use Only
 Title System: TORRENS (DOC.D)
DP270899

PLAN OF SUBDIVISION OF LOT 11 IN DP270899
 LGA: CAMDEN
 Locality: ORAN PARK
 Parish: COOK
 County: CUMBERLAND

Survey Certificate
 I, PAUL MICHAEL DALY of JOHN M DALY & ASSOC PTY LTD PO 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 2017*, is accurate and the survey was completed on or
 *(b) The part of the land shown in the plan (~~being~~ excluding "PARTS OF LOT 12") was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on 29-09-2018, the part not surveyed was compiled in accordance with that Regulation, or
 *(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*
 Datum Line: 'X' - 'Y'
 Type: *Urban/Rural
 The terrain is *Level-Undulating / *Sloped Mountainous.
 Signature:  Dated: 1-11-2018
 Surveyor Identification No: 898
 Surveyor registered under the *Surveying and Spatial Information Act 2002*
 *Strike out inappropriate words.
 **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.


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:

Subdivision Certificate
 I, Daniel Smeaton *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: 17.12.2019
 Subdivision Certificate number: 14.2015.352.2
 File number: DA/2015/352
 *Strike through if inapplicable.

Plans used in the preparation of survey/compilation:
 DP1149179 DP1208324
 DP1149185 DP1225752
 DP1153034
 DP1169698
 DP1178597
 Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
 IT IS INTENDED TO DEDICATE PODIUM WAY TO THE PUBLIC AS PUBLIC ROAD (SUBJECT TO RIGHT OF CARRIAGE WAY AND EASEMENT FOR SERVICES 21.3 AND 31.4 WIDE CREATED BY DP1164435)

Surveyor's Reference: 10202(CP3)CP Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)


Registered:  10.1.2020 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 11 IN DP270899	DP270899 (DOC.D)
Subdivision Certificate number: <u>19.2015.352.2</u> Date of Endorsement: <u>17.12.2015</u>	

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

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

1. EASEMENT TO DRAIN WATER 23 WIDE (CREATED BY DP1208324)

STREET ADDRESSES OF ALL LOTS NOT AVAILABLE



Council Authorised Person

Surveyor's Reference: 10202(CP3)CP *If space is insufficient use additional annexure sheet*

PLAN FORM 6D (2016)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only
 Registered:  10.1.2020

Office Use Only

DP270899

PLAN OF
 SUBDIVISION OF
 LOT 11 IN DP270899

(DOC.D)

Subdivision Certificate number: 14.2015.352.2
 Date of endorsement: 17.12.2019

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Name of Development (Optional)
 ORAN PARK TOWN CENTRE

Address for Service of Notices
~~80 ORAN PARK DRIVE~~ LEVEL 9, 66 GOULBURN ST
~~ORAN PARK NSW 2676~~ SYDNEY NSW, 2000

WARNING STATEMENT (Approved Form 7)


This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 *Community Land Development Act 1989*. Any changes will be recorded in a replacement schedule.

VALUER'S CERTIFICATE (Approved Form 9)

I, IAEN AVERY AAPT
 of LINDSBURTS VALUATIONS & ADVISORY
 being a qualified valuer, as defined in the *Community Land Development Act 1989*, certify that:
 (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^
 (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ 25-09-14 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

UPDATE NOTE (Approved Form 8)

This document contains an ~~updated~~/~~revised~~ Schedule of Unit Entitlements and replaces the existing schedule registered on ^ 29-03-2016

Signature:  Dated: 19-11-18
 ^ Strike through if inapplicable
 ^ Insert date of valuation

* Strike through if inapplicable
 ^ Insert registration date of previous schedule

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Association Property	
2	3448	
3	33713	
4	Subdivision into Lots 7 to 11	See additional Sheets 7 & 8
5	10002	
6	†	
7	Severed from the Scheme	
8	9980	DP280077
9	Severed from the Scheme	
10	Severed from the Scheme	
11	Subdivision into Lot 12 and Road	See additional Sheets 9 & 10
12	32392	
TOTAL	89536	


HISTORICAL FILE - SEE ADMINISTRATION SHEET (DOC. E)

If space is insufficient use annexure sheet -Plan Form 6A

Surveyor's Reference: 10202(CP3)CP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  10.1.2020 Office Use Only

Office Use Only
DP270899
(DOC.D)

PLAN OF
SUBDIVISION OF
LOT 11 IN DP270899

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

Subdivision Certificate number: 14, 2015, 352, 2
Date of Endorsement: 17, 12, 2019

Execution By Registered Proprietor: Perich Property Pty Ltd (ACN 001 253 587)

M. Owens

Nathan Whishaw

Mark Perich
Director
MICHAEL OWENS
P.O.A BK 4767 No 281

Tony Perich
Director
NATHAN WHISHAW
P.O.A BK 4767 No 281

WITNESS SIGNATURE: *[Signature]*
PRINT NAME: RAY FARD
ADDRESS IF WITNESS: 40 STATION ST
PARRAMATTA NSW 2150

WITNESS SIGNATURE: *[Signature]*
PRINT NAME: RAY FARD
ADDRESS IF WITNESS: 40 STATION ST
PARRAMATTA NSW 2150

Execution by Camden Council:
Signature: *[Signature]*
Signed by: Daniel Streater
Authorised officer as a delegate of Camden Council pursuant to S.37A of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.
Authority of Officer: *manage. certifica*
Witness Signature: *[Signature]*
Name of Witness: Mollie Gibbons
Address of Witness: 70 Central Ave
Oran Park

[Signature]
Council Authorised Person


If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202(CP3)CP

PLAN FORM 6 (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

Registered:  22.9.2020 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP270899</h1> Office Use Only (DOC.E)
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PLAN OF SUBDIVISION OF LOT 12 IN DP270899	LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND
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<p style="text-align: center;">Survey Certificate</p> I, ANGELA MARY RYAN of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on; or *(b) The part of the land shown in the plan (**being/**excluding ** PARTS OF LOT 15) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 28-07-2019, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: <u>Alyce</u> Dated: 7-8-2020 Surveyor Identification No: 8636 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
--	---

<p style="text-align: center;">Subdivision Certificate</p> I, <u>Sugnie Mohamed</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>[Signature]</u> Accreditation number: <u>NA</u> Consent Authority: <u>CAMDEN COUNCIL</u> Date of endorsement: <u>21/08/2020</u> Subdivision Certificate number: <u>14-2016-1535-2</u> File number: <u>DA/2016/1535/1</u> *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. DP270899 DP1208324 DP1225754 DP1228162
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Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSIONS OF CENTRAL AVENUE, DICK JOHNSON DRIVE AND SOUTH CIRCUIT TO THE PUBLIC AS PUBLIC ROAD	Surveyor's Reference: 10202(CP4)CP
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Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

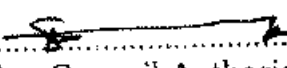
PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 6 sheet(s)

Registered:  22.9.2020 PLAN OF SUBDIVISION OF LOT 12 IN DP270899 Subdivision Certificate number: <u>K1:2016:1535:2</u> Date of Endorsement: <u>21/09/2020</u>	Office Use Only <h1 style="margin: 0;">DP270899</h1> (DOC.E) This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
---	---

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

1. RIGHT OF CARRIAGE WAY 4 WIDE (CREATED BY DP270899)(DOC 2)
2. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (CREATED BY DP270899)(DOC 1)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (CREATED BY DP270899)(DOC 1)
4. RIGHT OF ACCESS VARIABLE WIDTH (CREATED BY DP270899)(DOC 1)

Schedule of Street Addresses					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
13	N/A	76	CENTRAL	AVENUE	ORAN PARK
14	N/A	1	CIVIC	WAY	ORAN PARK
15	N/A	61	PODIUM	WAY	ORAN PARK


 Camden Council Authorised Person


If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202(CP4)CP

PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Registered:  22.9.2020 Office Use Only

DP270899

PLAN OF
 SUBDIVISION OF
 LOT 12 IN DP270899

(DOC. E)

Subdivision Certificate number: 14/2016/1535-2
 Date of endorsement: 21/08/2020

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A

Name of Development (Optional)
 ORAN PARK TOWN CENTRE

Address for Service of Notices
 PO Box H181
 AUSTRALIA SQUARE NSW 1215

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.
 Any changes will be recorded in a replacement schedule.


VALUER'S CERTIFICATE (Approved Form 9)

IAIN AUSEBY
 of LANDSURTS VALUATIONS & ADVISORY
 being a qualified valuer, as defined in the Community Land Development Act 1989 by virtue of having membership with:
 Professional Body: AUSTRALIAN PROPERTY INSTITUTE
 Class of membership: AAPI (ASSOCIATE MEMBER)
 Membership number: 63504
 certify that:

UPDATE NOTE (Approved Form 8)

This document contains an ~~updated~~ revised Schedule of Unit Entitlements and replaces the existing schedule registered on [^]10-01-2020
 * Strike through if inapplicable
 ^ Insert registration date of previous schedule

- *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on 01-04-2020
- *(b) ~~The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^~~ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule

Signature:  Dated: 17-08-20

* Strike through if inapplicable * Full name, valuer company name or company address
 ^ Insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT


LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Associated Property	
2	2912	
3	19484	
4	Subdivision into Lots 7 to 11	See additional Sheets 7 & 8
5	9414	
6	1	
7	Severed from the Scheme	
8	19176	

LOT	UNIT ENTITLEMENT	SUBDIVISION
9	Severed from the Scheme	
10	Severed from the Scheme	
11	Subdivision into Lot 12 and Road	See additional Sheets 9 & 10
12	Subdivision into Lots 13,14,15	See additional Sheets 11 & 12
13	1	
14	6658	
15	40890	
TOTAL	89536	

If space is insufficient use annexure sheet - Plan Form 6A

HISTORICAL FILE - SEE ADMINISTRATION SHEET (DOC. F)

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 6 sheet(s)

Registered:  22.9.2020
Office Use Only

Office Use Only

DP270899

PLAN OF
SUBDIVISION OF
LOT 12 IN DP270899

(DOC E)

Subdivision Certificate number: 14.2016.1535.2
Date of Endorsement: 21/08/2020

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

APPROVED FORM 18
COMMUNITY LAND DEVELOPMENT ACT

ATTESTATION

The common seal of the *Community/*Precinct/*Neighbourhood Association Deposited Plan No 270899... was affixed hereto on ^ 24 August 2020..... in the presence of;

Sean Bermingham and

Signature(s)..... 

being the person(s) authorised by section 8 Community Land Management Act 1989 to attest to the affixing of the seal.

*strike out if inapplicable
^insert date of affixing
#insert name(s)




If space is insufficient use additional annexure sheet

Surveyor's Reference:10202(CP4)CP

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

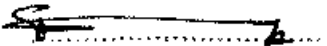
Sheet 5 of 6 sheet(s)

Registered:  22.9.2020	Office Use Only
PLAN OF SUBDIVISION OF LOT 12 IN DP270899	Office Use Only <h1 style="text-align: center;">DP270899</h1>
Subdivision Certificate number: <u>14/2016/LS35/R</u> Date of Endorsement: <u>21/08/2020</u>	(DOC E) This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**APPROVED FORM 23
COMMUNITY LAND DEVELOPMENT ACT**

**CERTIFICATE OF ASSOCIATION
APPROVING THE REVISED SCHEDULE OF UNIT ENTITLEMENTS**

The *Community/*Precinct/*Neighbourhood Association Deposited Plan No. 270899 certifies that on 05-06-2020 it passed a special resolution approving the revised schedule of unit entitlements shown in the document herewith.




 Authorised Person

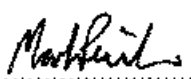
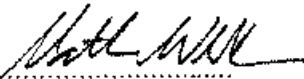
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Surveyor's Reference: 10202(CP4)CP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 6 sheet(s)

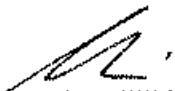
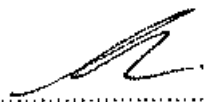
Registered:  22.9.2020	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 12 IN DP270899		DP270899 (DOC.E)
Subdivision Certificate number: <u>14.2016.1535.2</u>		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSF Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement: <u>21/08/2020</u>		

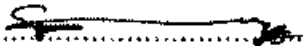
Execution By Registered Proprietor: Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney:  Signature of Attorney: 

Name of Attorney: MARK PERICH Name of Attorney: NATHAN WHISMAHY

Power of Attorney Book: 4767 Number: 281 Power of Attorney Book: 4767 Number: 281

Witness Signature:  Witness Signature: 
Print Name: SHAWN VAN DUEN Print Name: PETER MARCH
Address Of Witness: CAN ORAN PARK DR Address Of Witness: CAN ORAN PARK DR + PETER MARCH DR
ORAN PARK NSW 2570 ORAN PARK NSW 2570


Camden Council Authorised Person


If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202(CP4)CP

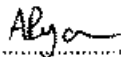
PLAN FORM 6 (2017)

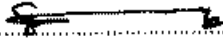
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Registered:  25/09/2020 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP270899</h1> (DOC. F) Office Use Only
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PLAN OF SUBDIVISION OF LOTS 6 AND 15 IN DP270899 AND EASEMENTS AFFECTING LOT 9 IN DP270899	LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND
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<p style="text-align: center;">Survey Certificate</p> I, ANGELA MARY RYAN of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on or *(b) The part of the land shown in the plan ("being"/"excluding" LOT 16 AND ROADS) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 11-12-2019, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: 7-08-2020 Surveyor Identification No: 8636 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
--	--

<p style="text-align: center;">Subdivision Certificate</p> I, <u>Sugale Mohamed</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: <u>NA</u> Consent Authority: <u>CAMDEN COUNCIL</u> Date of endorsement: <u>21/08/2020</u> Subdivision Certificate number: <u>14.2019.753.2</u> File number: <u>DA/2019/753/1</u> *Strike through if inapplicable.	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Sugale Mohamed</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: <u>NA</u> Consent Authority: <u>CAMDEN COUNCIL</u> Date of endorsement: <u>21/08/2020</u> Subdivision Certificate number: <u>14.2019.753.2</u> File number: <u>DA/2019/753/1</u> *Strike through if inapplicable.
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Plans used in the preparation of survey/compilation. DP270899 DP280077 DP1208324 DP1225754 DP1232285 DP1257213	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSIONS OF ORAN PARK DRIVE AND DICK JOHNSON DRIVE TO THE PUBLIC AS PUBLIC ROAD.
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Surveyor's Reference: 10202(CP5)CP	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A
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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s)

Registered:  25/09/2020 Office Use Only	Office Use Only <h1 style="margin: 0;">DP270899</h1> <p style="margin: 0;">(DOC. F)</p>
PLAN OF SUBDIVISION OF LOTS 6 AND 15 IN DP270899 AND EASEMENTS AFFECTING LOT 9 IN DP270899	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>14-2019-753-R</u> Date of Endorsement: <u>21/08/2020</u>	

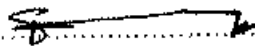
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919,
 IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A)
2. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B)

IT IS INTENDED TO RELEASE:

1. EASEMENT TO DRAIN WATER 31.4 WIDE (CREATED BY DP1208324)
2. RIGHT OF CARRIAGE WAY 31.4 WIDE (CREATED BY DP1208324)
3. RIGHT OF CARRIAGE WAY 4 WIDE (CREATED BY DP270899 DOC 2)
4. EASEMENT TO DRAIN WATER VARIABLE WIDTH (CREATED BY DP270899 DOC 1)
5. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (CREATED BY DP270899 DOC 1)
6. RIGHT OF ACCESS VARIABLE WIDTH (CREATED BY DP270899 DOC 1)

Schedule of Street Addresses					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
16	N/A	61	PODIUM	WAY	ORAN PARK
17	N/A	69	CENTRAL	AVENUE	ORAN PARK
18	N/A	79	CENTRAL	AVENUE	ORAN PARK


 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202(CP5)CP

PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 5 sheet(s)

<p>Office Use Only</p> <p>Registered: 25/09/2020</p> <p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF</p> <p style="text-align: center;">LOTS 6 AND 15 IN DP270899 AND EASEMENTS AFFECTING LOT 9 IN DP270899</p> <p>Subdivision Certificate number: <u>14,2019-753-2</u></p> <p>Date of endorsement: <u>21.8.2020</u></p> <p>Name of Development (Optional)</p> <p style="text-align: center;">ORAN PARK TOWN CENTRE</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP270899</p> <p style="text-align: center;">(DOC. F)</p> <p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p> <p>Address for Service of Notices</p> <p style="text-align: center;">PO BOX H181 AUSTRALIA SQUARE NSW 1215</p>
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<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.</p> <p>Any changes will be recorded in a replacement schedule.</p> <p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an "updated" revised Schedule of Unit Entitlements and replaces the existing schedule registered on [^]</p> <p><small>* Strike through if inapplicable [^] Insert registration date of previous schedule</small></p>	<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>IAIN AVERY</u> of <u>LANESBOROUGH VALUATIONS & ADVISORY</u> being a qualified valuer, as defined in the Community Land Development Act 1989 by virtue of having membership with: Professional Body: <u>AUSTRALIAN PROPERTY INSTITUTE</u> Class of membership: <u>AAPI (ASSOCIATE MEMBER)</u> Membership number: <u>63504</u> certify that:</p> <p>(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on [^]</p> <p>(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on [^] 01-04-2020 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature: <u></u> Dated: <u>17-08-20</u></p> <p><small>* Strike through if inapplicable # Full name, valuer company name or company address [^] Insert date of valuation</small></p>
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SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Association Property		9	Severed from the Scheme	
2	2912		10	Severed from the Scheme	
3	19484		11	Subdivision into Lot 12 and Road	See additional sheets 9 & 10
4	Subdivision into Lots 7 to 11	See additional Sheets 7 & 8	12	Subdivision into Lots 13,14,15	See additional sheets 11 & 12
5	9414		13		
6	Subdivision into Lot 17	See additional sheets 13 & 14	14	6658	
7	Severed from the Scheme		15	Subdivision into Lots 16, 17, 18 and road	See additional sheets 13 & 14
8	10176		16	8440	

If space is insufficient use annexure sheet -Plan Form 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)

Registered:  25/09/2020

Office Use Only

Office Use Only

PLAN OF
 SUBDIVISION OF
 LOTS 6 AND 15 IN DP270899 AND EASEMENTS
 AFFECTING LOT 9 IN DP270899

DP270899

(DOC. F)


Subdivision Certificate number: 14.2019.753.2
 Date of Endorsement: 21/08/2020

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

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
17	1	
18	22319	
TOTAL	79405	

HISTORICAL FILE
 SEE ADMINISTRATION SHEET
 (DOC.G)



 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:10202(CP5)CP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:  25/09/2020
Office Use Only

PLAN OF
SUBDIVISION OF
LOTS 6 AND 15 IN DP270899 AND EASEMENTS
AFFECTING LOT 9 IN DP270899

DP270899

(DOC. F)

Subdivision Certificate number: 14/2019/753/2
Date of Endorsement: 21/08/2020

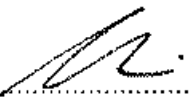

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing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

Execution By Registered Proprietor: Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney:  Signature of Attorney: 

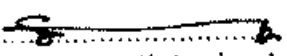
Name of Attorney: MARK PERICH Name of Attorney: NATHAN WHISHAW

Power of Attorney Book: 4767 Number: 281 Power of Attorney Book: 4767 Number: 281

Witness Signature:  Witness Signature: 



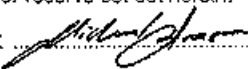
Print Name: SHAWN VAN DUIN Print Name: SHAWN VAN DUIN
CAN ORAN PARK DR 1 CAN ORAN PARK DR 1

Address Of Witness: PETER BRACK DR Address Of Witness: PETER BRACK DR
ORAN PARK NSW 2570 ORAN PARK NSW 2570



Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202(CP5)CP

PLAN FORM 6 (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 6 sheet(s)	
Registered:  21/08/2023 Office Use Only	Office Use Only <h1 style="margin: 0;">DP270899</h1>
Title System: TORRENS	(DOC.G)
PLAN OF SUBDIVISION OF LOTS 13 AND 14 IN DP270899	LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND
<p style="text-align: center;">Survey Certificate</p> I, ANGELA MARY RYAN of BEVERIDGE WILLIAMS & CO PTY LTD PO BOX 25 CAMPBELLTOWN, NSW 2560 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on; or *(b) The part of the land shown in the plan (*being* excluding ** ROAD) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 06-09-2022, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban*/Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: 12-01-2022... Surveyor Identification No: 8636 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
Plans used in the preparation of survey/compilation. DP270899	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Michael Grasso</u> *Authorised Person/* General Manager /*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Camden Council Date of endorsement: 30/05/2023 Subdivision Certificate number: 14.2020.196.1 File number: DA/2020/196/1 *Strike through if inapplicable.
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE FRIESIAN STREET AND THE EXTENSION TO HOLSTEIN STREET TO THE PUBLIC AS PUBLIC ROAD.	Surveyor's Reference: 10202(CP6)CP
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 6 sheet(s)

Registered:  21/08/2023 Office Use Only Office Use Only

PLAN OF
 SUBDIVISION OF
 LOTS 13 AND 14 IN DP270899

DP270899

(DOC.G)

Subdivision Certificate number: 14-2010-196-1
 Date of Endorsement: 30/05/2023

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919,

IT IS INTENDED TO CREATE:
 1. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO RELEASE:
 1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (CREATED BY DP270899 DOC 1)

Schedule of Street Addresses					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
19	N/A	76	CENTRAL	AVENUE	ORAN PARK
20	N/A	1	CIVIC	WAY	ORAN PARK


 Camden Council Authorised Person



If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202(CP6)CP

PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)


<p>Registered  21/08/2023</p> <p>Office Use Only</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP270899</p> <p style="text-align: right;">(DOC.G)</p>
<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF</p> <p style="text-align: center;">LOTS 13 AND 14 IN DP270899</p>	<p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p>
<p>Subdivision Certificate number: <u>14.2020.196.1</u></p> <p>Date of endorsement: <u>30/05/2023</u></p>	
<p>Name of Development (Optional)</p> <p style="text-align: center;">ORAN PARK TOWN CENTRE</p>	<p>Address for Service of Notices</p> <p style="text-align: center;">PO BOX H181 AUSTRALIA SQUARE NSW 1215</p>
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) Community Land Development Regulation 2021.</p> <p>Any changes will be recorded in a replacement schedule.</p>	<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, # <u>Gavin Avery</u></p> <p>of <u>Landsburys Valuation & Advisory Pty Ltd</u></p> <p>being a qualified valuer, as defined in the <i>Community Land Development Act 2021</i> by virtue of having membership with:</p> <p>Professional Body: <u>Australian Property Institute</u></p> <p>Class of membership: <u>AAPI</u></p> <p>Membership number: <u>63504</u></p> <p>certify that:</p> <p style="text-align: center;">the unit entitlements shown in the schedule herewith were apportioned on <u>31/01/23 (V7300)</u> (being the valuation day) in accordance with section 31 <i>Community Land Development Regulation 2021</i>.</p> <p>Signature:  Date: <u>01/03/2023</u></p> <p style="font-size: 0.8em;">Electronic Signature by me (Gavin Avery); dated (01/03/2023); # Full name, valuer company name or company address</p>
<p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an updated revised Schedule of Unit Entitlements and replaces the existing schedule registered on [^] <u>25/09/2020</u></p> <p style="font-size: 0.8em;">* Strike through if inapplicable ^ Insert registration date of previous schedule</p>	

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Association Property		9	Severed from the Scheme	
2	2703		10	Severed from the Scheme	
3	19139		11	Subdivision into Lot 12 and Road	See additional sheets 9 & 10
4	Subdivision into Lots 7 to 11	See additional Sheets 7 & 8	12	Subdivision into Lots 13, 14, 15	See additional sheets 11 & 12
5	8536		13	Subdivision into Lots 19, 20 and Road	See additional sheet 15
6	Subdivision into Lot 17	See additional sheets 13 & 14	14	Subdivision into Lots 19, 20 and Road	See additional sheet 15
7	Severed from the Scheme		15	Subdivision into Lots 16, 17, 18 and Road	See additional sheets 13 & 14
8	9691		16	4720	

If space is insufficient use annexure sheet - Plan Form 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 6 sheet(s)

Registered:  21/08/2023 Office Use Only

Office Use Only
DP270899
 (DOC.G)

PLAN OF
 SUBDIVISION OF
 LOTS 13 AND 14 IN DP270899

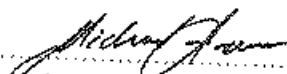
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing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

Subdivision Certificate number: 14-2020-146-1
 Date of Endorsement: 30/05/2023

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
17	1	
18	29331	
19	1	
20	5283	
TOTAL	79405	


HISTORICAL FILE
 SEE ADMINISTRATION SHEET
 (DOC.H)


 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:10202(CP6)CP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 6 sheet(s)

Registered:  21/08/2023 Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF
LOTS 13 AND 14 IN DP270899


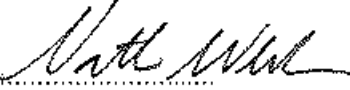
DP270899

(DOC.G)

Subdivision Certificate number: 14/2020/95/1
Date of Endorsement: 30/05/2023

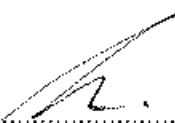
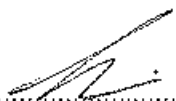
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing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

Signed by the attorneys named below who signed this instrument pursuant to the power of attorney specified for Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney:  Signature of Attorney: 

Name of Attorney: MARK PERICH Name of Attorney: NATHAN WHISMAN

Power of Attorney Book: 4793 Number: 953 Power of Attorney Book: 4793 Number: 953

Witness Signature:  Witness Signature: 

Print Name: SHAWN VAN DUYN Print Name: SHAWN VAN DUYN


Address Of Witness: 340 ORAN PARK DR Address Of Witness: 340 ORAN PARK DR
ORAN PARK NSW 2570 ORAN PARK NSW 2570


Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:10202(CP6)CP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 6 sheet(s)

Registered:  21/08/2023 PLAN OF SUBDIVISION OF LOTS 13 AND 14 IN DP270899 Subdivision Certificate number: 14-2020-196.1 Date of Endorsement: 30/05/2023	Office Use Only Office Use Only <h1 style="text-align: center;">DP270899</h1> <p style="text-align: right;">(DOC.G)</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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Approved Form 22
 COMMUNITY LAND DEVELOPMENT ACT
 CERTIFICATE OF ASSOCIATION
 APPROVAL OF SCHEDULE OF UNIT ENTITLEMENTS

The *Community/~~Precinct~~/~~Neighbourhood~~ Association Deposited Plan No. 270899 certifies that on ^{23/3/2023} it passed a special resolution approving the schedule of unit entitlements shown in the document herewith

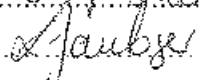
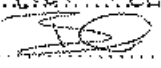
(Add common seal of association and attestation as provided in Approved Form 18)

* Strike out if inapplicable
 ^ insert date of resolution



APPROVED FORM 18
 COMMUNITY LAND DEVELOPMENT ACT
 ATTESTATION


The common seal of the *Community/~~Precinct~~/~~Neighbourhood~~ Association Deposited Plan No. 270899 was affixed hereto on ^{23/3/2023} in the presence of:

Lani Zambres of Strata Plus and Belinda Hawes of Strata Plus
 Signature(s)  

being the person(s) authorised by section 235 Community Land Management Act 2021 to attest to the affixing of the seal

Surveyor's Reference: 10202(CP8)CP If space is insufficient use additional annexure sheet

PLAN FORM 6 (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 5 sheet(s)

Registered:  22/08/2023 Title System: TORRENS	Office Use Only Office Use Only <h1 style="margin: 0;">DP270899</h1> (DOC.H)
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PLAN OF SUBDIVISION OF LOTS 3 AND 18 IN DP270899	LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND
---	--

Survey Certificate

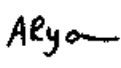
I, ANGELA MARY RYAN
 of BEVERIDGE WILLIAMS & CO PTY LTD
 PO BOX 25 CAMPBELLTOWN, NSW 2560
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

**(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on or*

**(b) The part of the land shown in the plan ("being"/~~excluding~~ "PART LOT 21 AND 23) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 24-01-2023, the part not surveyed was compiled in accordance with that Regulation, or*

**(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.*

Datum Line: 'X' - 'Y'
 Type: *Urban/~~Rural~~
 The terrain is *Level-Undulating / ~~*Steep Mountainous.~~

Signature:  Dated 30-06-2023

Surveyor Identification No: 8636
 Surveyor registered under the *Surveying and Spatial Information Act 2002*
**Strike out inappropriate words, **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.*

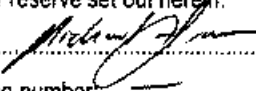
Crown Lands NSW/Western Lands Office Approval

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:

Subdivision Certificate

I, Michael Grasso
~~"Authorised Person"/"General Manager"/"Accredited Certifier~~, certify that the provisions of s.6.15 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: 17/07/2022
 Subdivision Certificate number: 14.2022.691.1
 File number: DA/2022/691/1


**Strike through if inapplicable.*

Plans used in the preparation of survey/compilation.
 DP270899, DP1256005

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

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:  22/08/2023 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 3 AND 18 IN DP270899	<h1 style="margin: 0;">DP270899</h1> <p>(DOC.H)</p>
Subdivision Certificate number: 14.2022.691.1..... Date of Endorsement: 17/07/2023.....	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919,

IT IS INTENDED TO CREATE:

1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
2. RESTRICTION ON THE USE OF LAND (G)

Schedule of Street Addresses

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
21	N/A	351	ORAN PARK	DRIVE	ORAN PARK
22	N/A	62	CENTRAL	AVENUE	ORAN PARK
23	N/A	401	ORAN PARK	DRIVE	ORAN PARK


 Camden Council Authorised Person



If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202(CP7)CP

PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

<p>Registered:  22/08/2023</p> <p>Office Use Only</p>	<p>Office Use Only</p>
<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOTS 3 AND 18 IN DP270899</p>	<p>DP270899</p> <p>(DOC.H)</p>
<p>Subdivision Certificate number: <u>14.2022.691.1</u></p> <p>Date of endorsement: <u>17/07/2023</u></p>	<p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p>
<p>Name of Development (Optional)</p> <p style="text-align: center;">ORAN PARK TOWN CENTRE</p>	<p>Address for Service of Notices</p> <p style="text-align: center;">PO BOX H181 AUSTRALIA SQUARE NSW 1215</p>
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of clause 11(2) Community Land Development Regulation 2021.</p> <p>Any changes will be recorded in a replacement schedule.</p>	<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, # <u>Iain Avery</u> Of <u>Landsburys Valuation & Advisory Pty Ltd</u> being a qualified valuer, as defined in the Community Land Development Act 2021 by virtue of having membership with: Professional Body: <u>Australian Property Institute</u> Class of membership: <u>AAP1</u> Membership number: <u>63504</u></p> <p>certify that: the unit entitlements shown in the schedule herewith were apportioned on <u>31/01/23 (V7301)</u> (being the valuation day) in accordance with section 31 Community Land Development Regulation 2021.</p> <p>Signature:  Date: <u>01/03/2023</u></p> <p style="text-align: center;"><small>Electronic Signature by me (Iain Avery), dated 01/03/2023</small></p> <p># Full name, valuer company name or company address</p>
<p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an "updated"/revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^</p> <p>* Strike through if inapplicable ^ Insert registration date of previous schedule</p>	


SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Association Property		9	Severed from the Scheme	
2	2703		10	Severed from the Scheme	
3	Subdivided into Lots 21 to 23	See additional Sheets 16 & 17	11	Subdivision into Lot 12 and Road	See additional sheets 9 & 10
4	Subdivision into Lots 7 to 11	See additional Sheets 7 & 8	12	Subdivision into Lots 13, 14, 15	See additional sheets 11 & 12
5	8536		13	Subdivision into Lots 19, 20 and Road	See additional sheet 15
6	Subdivision into Lot 17	See additional sheets 13 & 14	14	Subdivision into Lots 19, 20 and Road	See additional sheet 15
7	Severed from the Scheme		15	Subdivision into Lots 16, 17, 18 and Road	See additional sheets 13 & 14
8	9691		16	4720	

If space is insufficient use annexure sheet -Plan Form 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:  22/08/2023

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF
LOTS 3 AND 18 IN DP270899

DP270899

(DOC.H)

Subdivision Certificate number: 14.2022.691.1
Date of Endorsement: 17/07/2023

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

SCHEDULE OF UNIT ENTITLEMENT


LOT	UNIT ENTITLEMENT	SUBDIVISION
17	1	
18	Subdivided into Lots 21 to 23	See Additional Sheets 16 & 17
19	1	
20	5283	
21	35550	
22	11898	
23	1022	
TOTAL	79405	


Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:10202(CP7)CP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s)

Office Use Only
Registered:  22/08/2023

Office Use Only
DP270899


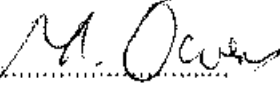
(DOC.H)

PLAN OF
SUBDIVISION OF
LOTS 3 AND 18 IN DP270899

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


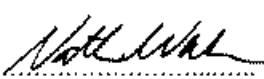
Subdivision Certificate number: 14.2022.691.1
Date of Endorsement:17/07/2023.....

Signed by the attorneys named below who signed this instrument pursuant to the power of attorney specified for Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney:  Signature of Attorney: 

Name of Attorney: MARK PERICH Name of Attorney: MICHAEL OWENS

Power of Attorney Book: 4793 Number: 953 Power of Attorney Book: 4793 Number: 953


Witness Signature:  Witness Signature: 


Print Name: NATHAN WHISHAW Print Name: NATHAN WHISHAW

Address Of Witness: 340 ORAN PARK DR, Address Of Witness: 340 ORAN PARK DR,
ORAN PARK NSW 2570 ORAN PARK NSW 2570

Execution by Mortgagee:

SIGNED, SEALED and DELIVERED for
THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SYDNEY BRANCH ABN 65 117 925 970
under power of attorney in the presence of:

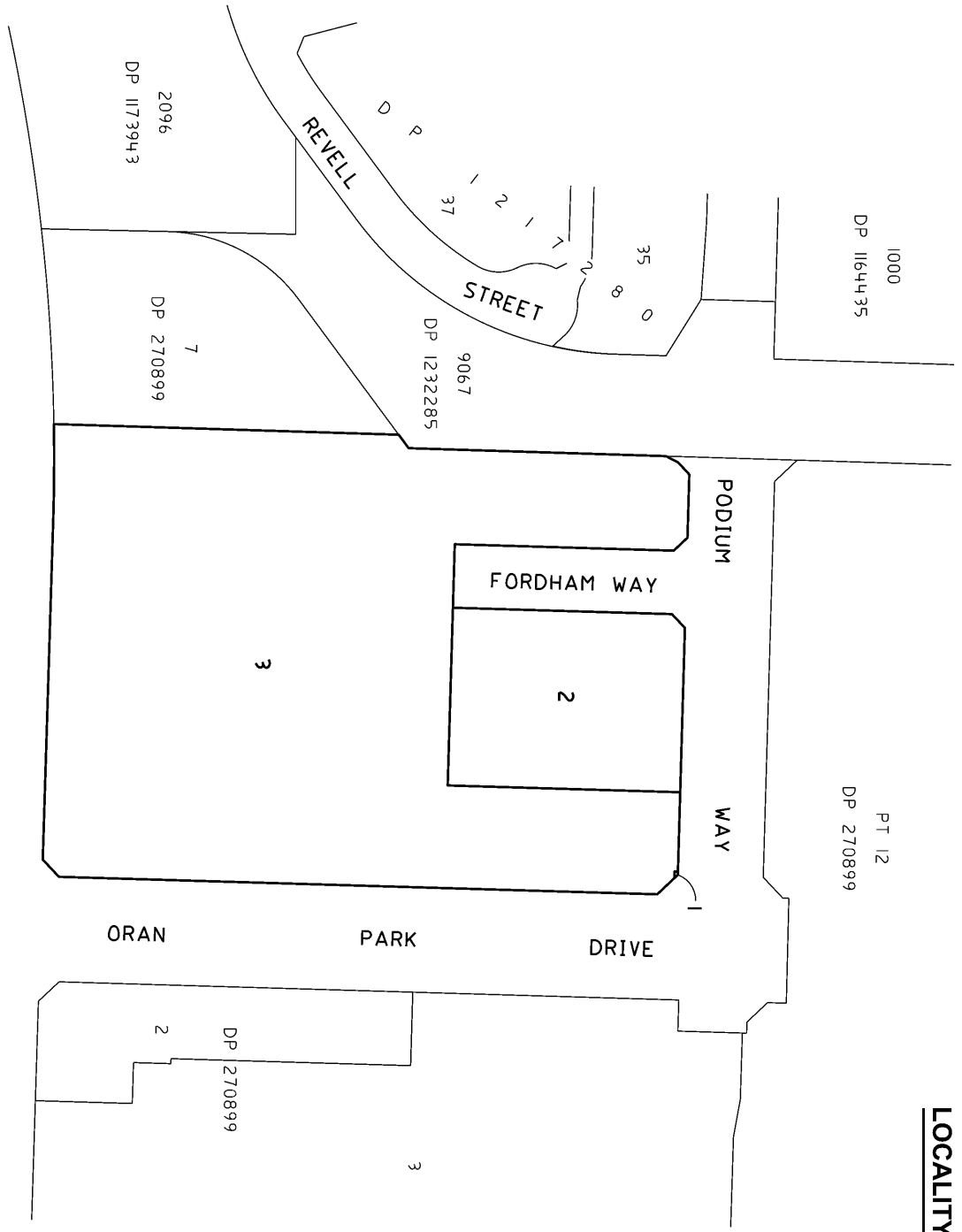

Signature of attorney
Brett JAGER
Name
23 Sep 2022
Date of power of attorney
Book..... No.
Book and number


Signature of witness
Milano Liu
Name
Level 38, Tower 1, International Towers Sydney,
100 Barangaroo Avenue, Sydney NSW Australia 2000
Address of witness

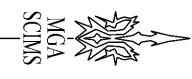

Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202(CP7)CP



PRECINCT PLAN
LOCALITY PLAN

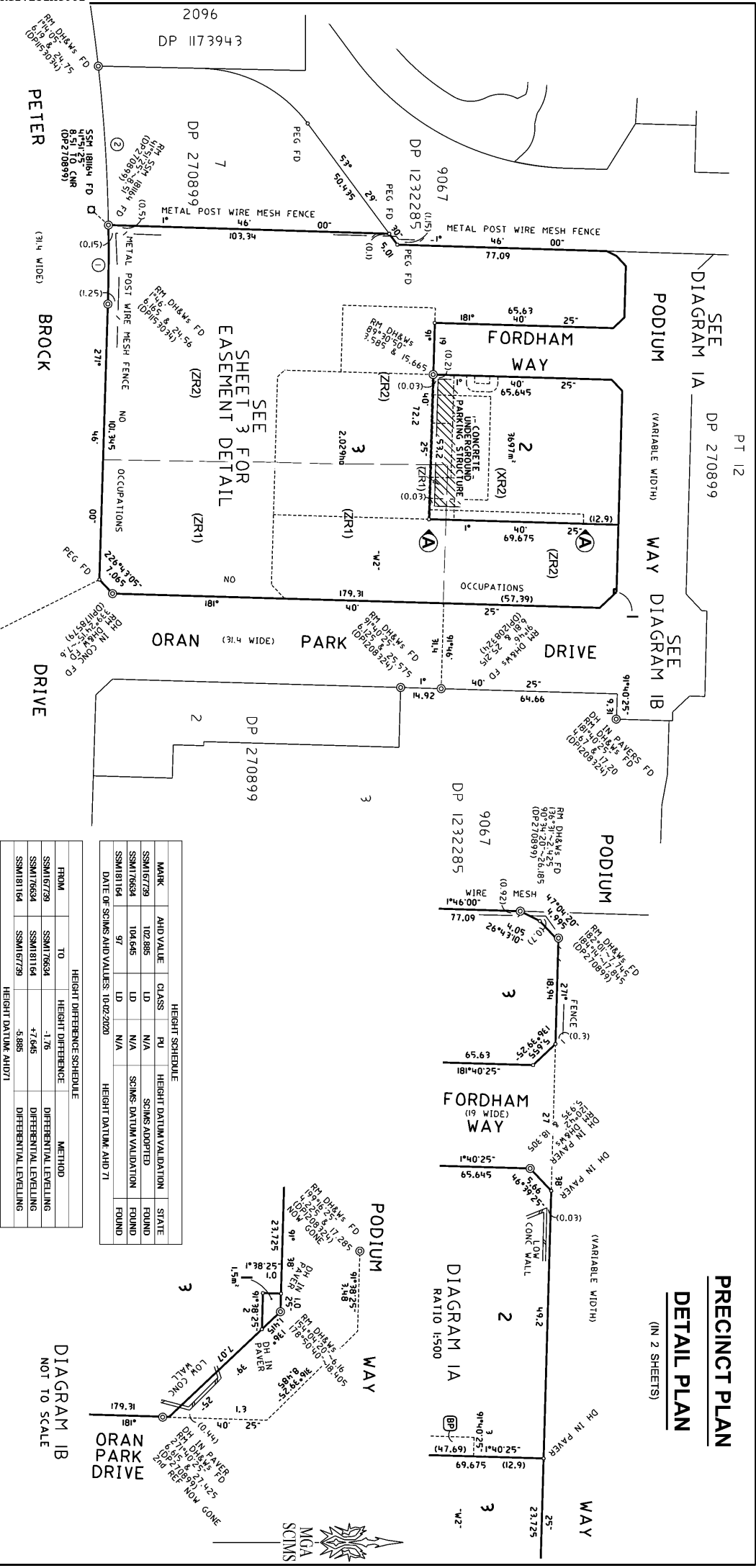


THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

SCHEDULE OF CHANGES TO THE SCHEME		
LOT No.	DETAILS	SHEET No.
3	SUBDIVIDED INTO LOTS 4-8	5-6

Subdivision No: 14.2017.1525.1	
Date of Survey: 11-02-2020	
Surveyor: ANGELA MARY RYAN	
Surveyor's Ref: 10202TR(1)PP (ISSUE E)	
Registered:	16.6.2020

DP280077



SEE DIAGRAM IA
 PT 12
 DP 270899
 SEE DIAGRAM IB
 WAY DIAGRAM IB

PRECINCT PLAN
 DETAIL PLAN
 (IN 2 SHEETS)

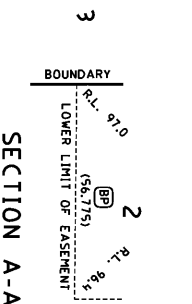
SEE SHEET 3 FOR EASEMENT DETAIL
 (ZR2)
 (ZR1)
 (ZR1)

HEIGHT SCHEDULE			
MARK	ADD VALUE	CLASS	PU
SSM16739	102.885	LD	N/A
SSM176634	104.645	LD	N/A
SSM181164	97	LD	N/A

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM16739	SSM176634	-1.76	DIFFERENTIAL LEVELLING
SSM176634	SSM181164	+7.645	DIFFERENTIAL LEVELLING
SSM181164	SSM16739	-5.885	DIFFERENTIAL LEVELLING

□ SSM 167735 FD
 'X'

SCHEDULE OF SHORT & CURVED BOUNDARIES					
No.	BEARING	CHORD	ARC	RADIUS	
1	270° 24' 55"	78.025	78.03	615.7	
2	286° 20' 25"	58.535	58.535	615.7	



COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
SSM 167735	291245.141	623567.237	C	N/A	SCIMS	FOUND
SSM16739	291331.144	623534.086	C	N/A	SCIMS	FOUND
SSM 176634	291036.648	6235134.968	C	N/A	SCIMS	FOUND
SSM 181164	291080.126	6235420.144	C	N/A	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 10/02/2020
 MGA ZONE 56
 COMBINED SCALE FACTOR: 1.000117 (MEAN)

(ZR1) - RESTRICTION ON THE USE OF LAND - DP1153021 (NO.13)
 (ZR2) - RESTRICTION ON THE USE OF LAND - DP1153022 (NO.10,11,12)
 - RESTRICTION ON THE USE OF LAND - DP1158092
 (R1) EASEMENT FOR VEHICLE PARKING 3.5 WIDE (LIMITED IN DEPTH)
 (R2) PART OF LOT 3 BENEFITTED BY EASEMENT (R1)

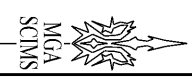
SURVEYOR
 Name: ANGELA MARY RYAN
 Date: 11-02-2020
 Reference: 1020278(1)PP

PLAN OF
 SUBDIVISION OF
 LOT 8
 IN DP270899

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reduction Ratio: 1:1000
 Lengths are in metres

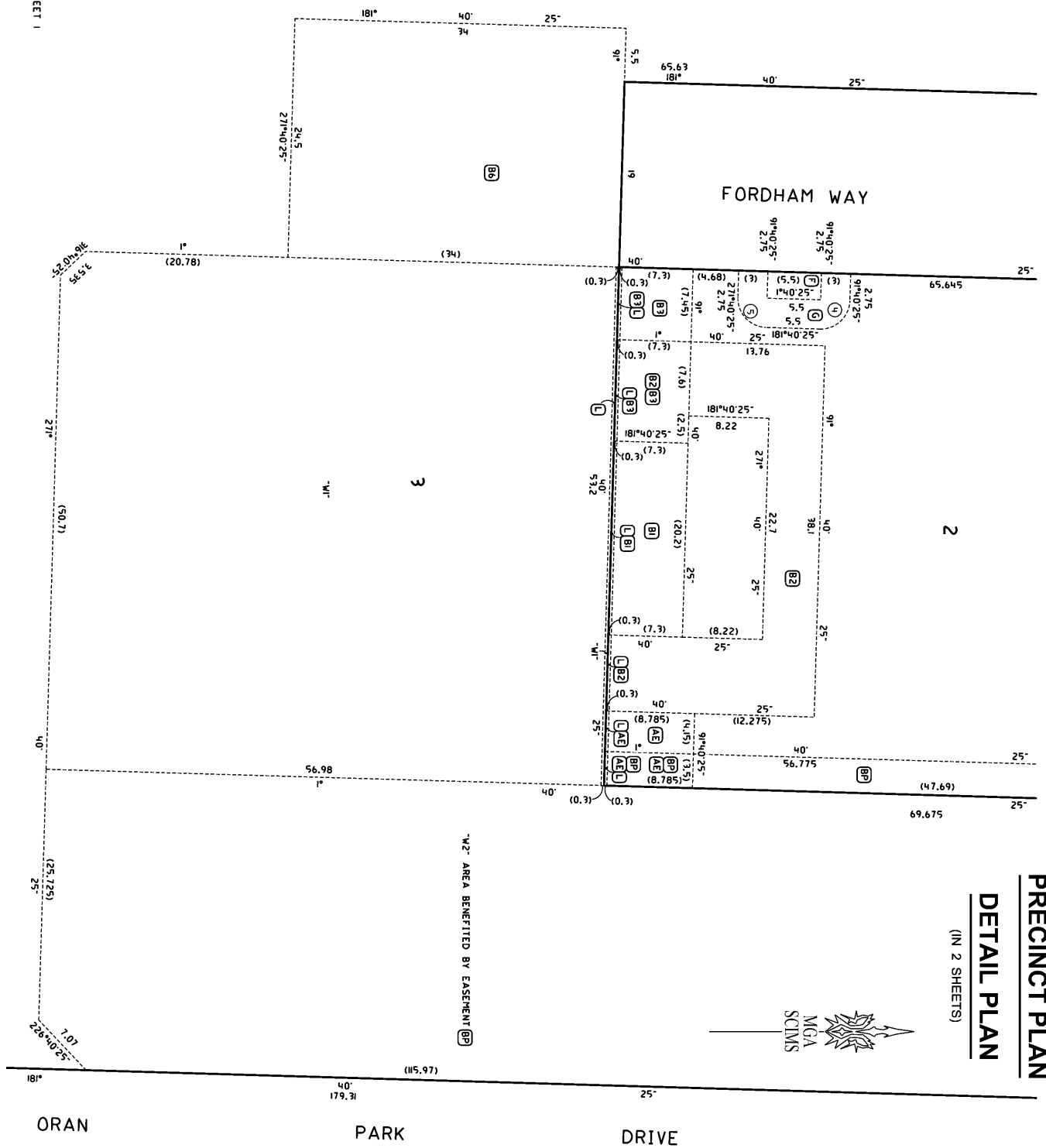
REGISTERED
 16.6.2020

DP280077



PRECINCT PLAN
 (IN 2 SHEETS)

DETAIL PLAN



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
4	136°40'25"	4.245	4.71	3
5	226°40'25"	4.245	4.71	3

- A** EASEMENT FOR AIR EXTRACTION (7.65 WIDE);
- B** RIGHT OF CARRIAGE WAY 7.6 WIDE
- C** RIGHT OF CARRIAGE WAY VARIABLE WIDTH (LIMITED IN HEIGHT TO RL95.6)
- D** RIGHT OF CARRIAGE WAY 7.6 WIDE (LIMITED IN DEPTH TO RL 96.3)
- E** RIGHT OF CARRIAGE WAY 24.5 WIDE
- F** EASEMENT FOR VEHICLE PARKING 3.5 WIDE (LIMITED IN DEPTH) SEE SECTION A-A ON SHEET 1
- G** EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (LIMITED IN DEPTH TO RL 95.8)
- H** RESTRICTION ON THE USE OF LAND (LIMITED IN DEPTH TO RL 95.8)
- I** EASEMENT FOR SUPPORT 0.3 WIDE
- J** PART OF LOT 3 BENEFITED BY EASEMENTS **A**, **B**, **C**, **D**, **E**, **F**, **G**, **H**, **I**
- K** PART OF LOT 3 BENEFITED BY EASEMENT **B**

SURVEYOR
 Name: ANGELA MARY RYAN
 Date: 11-02-2020
 Reference: 1020278(1)PP

PLAN OF
 SUBDIVISION OF
 LOT 8
 IN DP270899

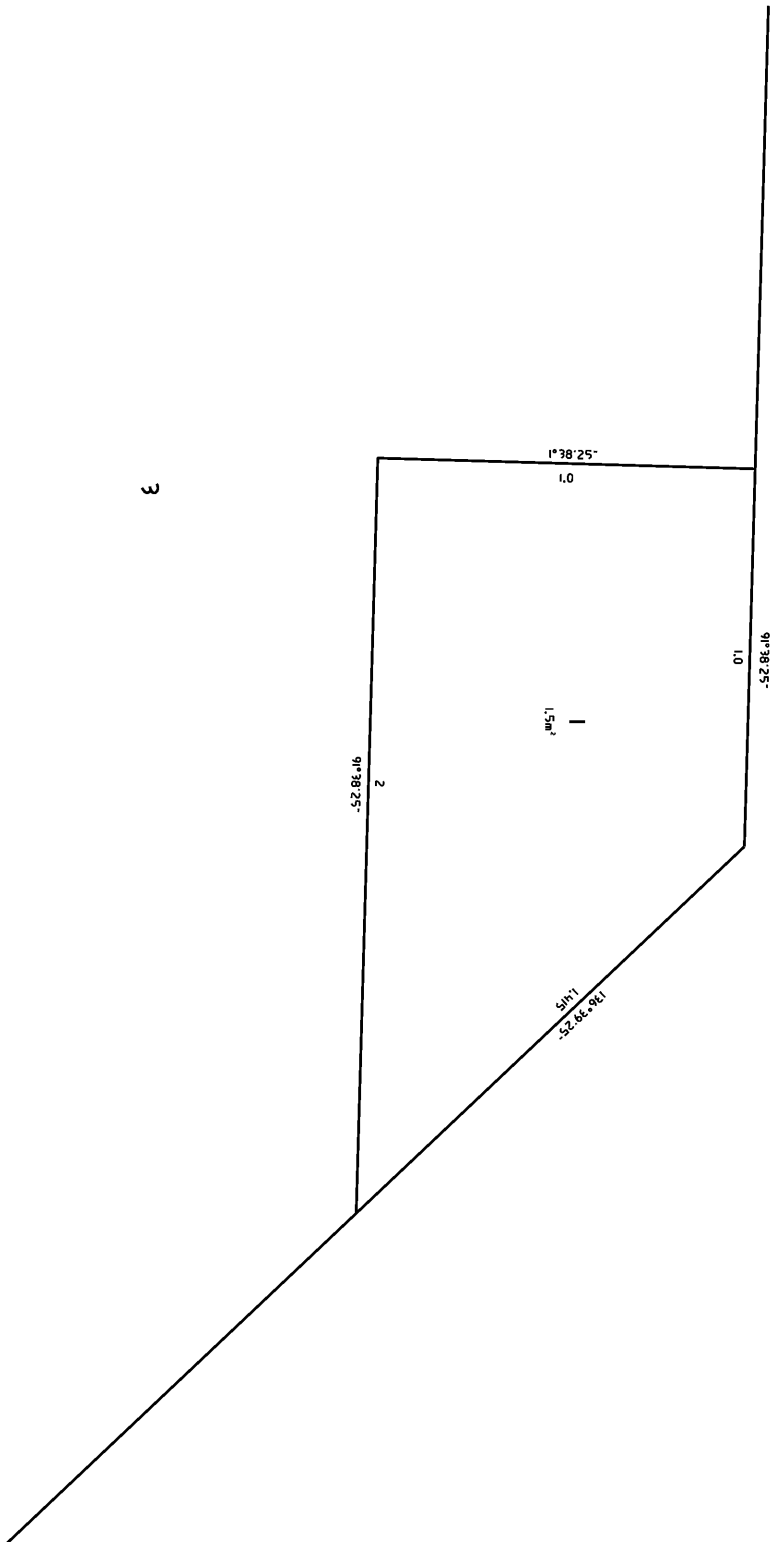
L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reduction Ratio: 1:300
 Lengths are in metres

REGISTERED
 16.6.2020

DP280077

PRECINCT PLAN
PRECINCT PROPERTY PLAN

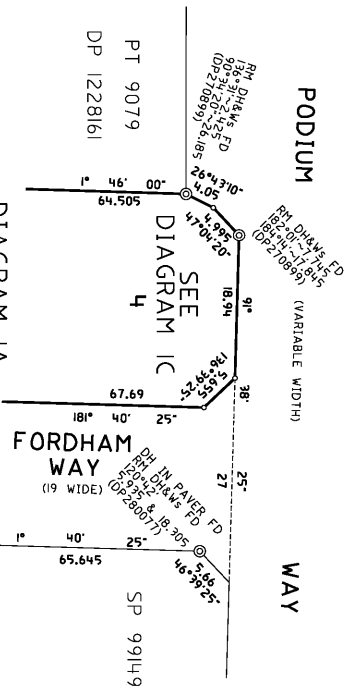
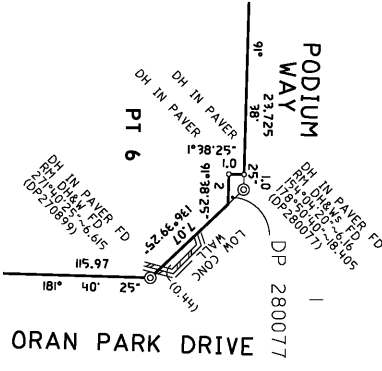
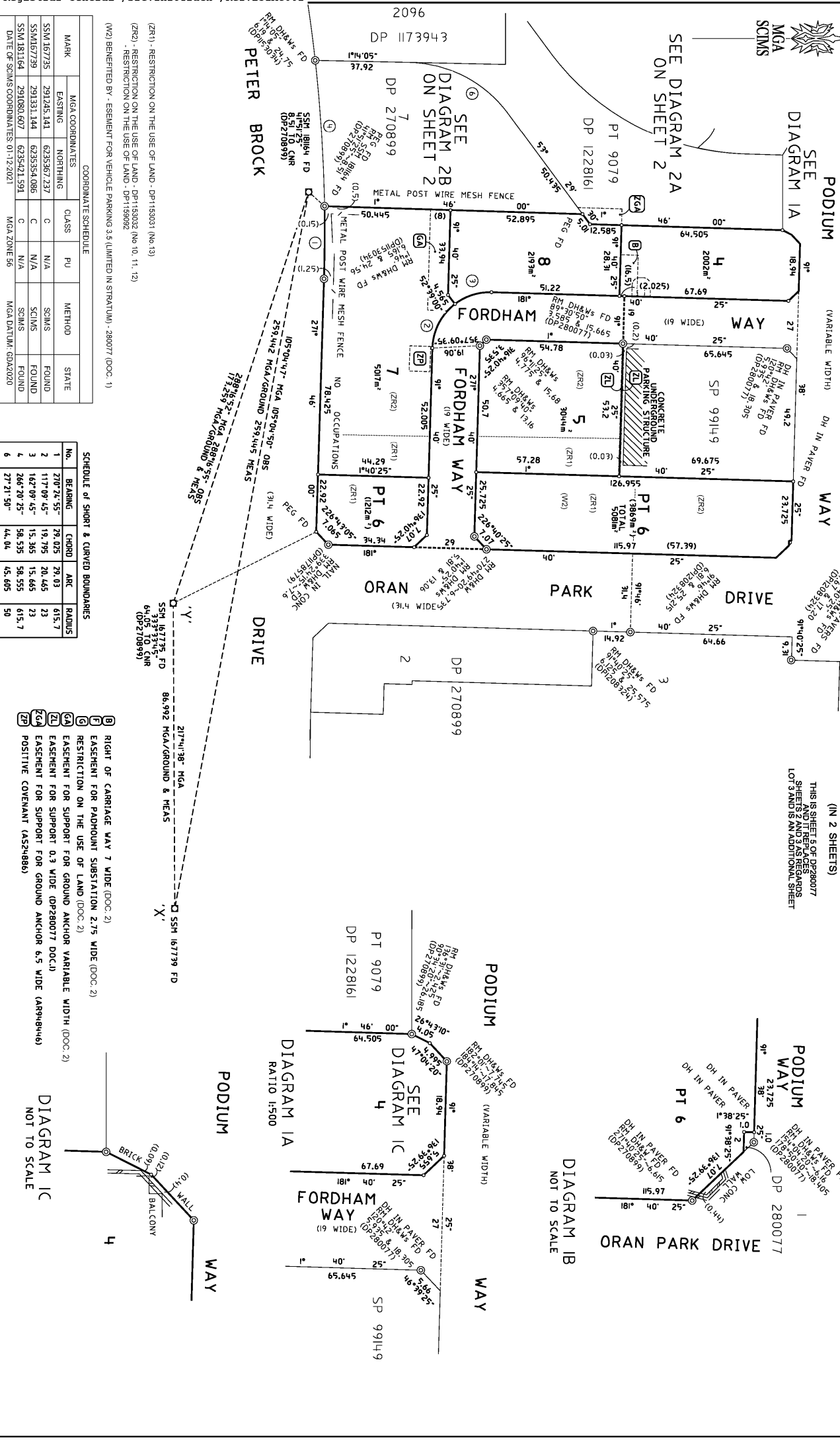
LOT 1



<p>SURVEYOR Name: ANGELA MARY RYAN Date: 11-02-2020 Reference: 1020278(1)/PP</p>	<p>PLAN OF SUBDIVISION OF LOT 8 IN DP270899</p>	<p>L.G.A.: CAMDEN Locality: ORAN PARK Reduction Ratio: 1:10 Lengths are in metres</p>	<p>REGISTERED 16.6.2020</p>	<p>DP280077</p>
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PRECINCT PLAN
 (IN 2 SHEETS)

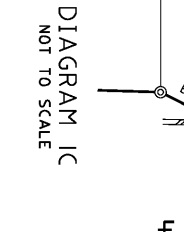
THIS IS SHEET 5 OF DP280077
 SHEETS 1-4 REPLACE
 LOT 3 AND IS AN ADDITIONAL SHEET



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	270°24'55"	79.075	79.03	615.7
2	117°09'45"	19.795	20.465	23
3	162°09'45"	15.365	15.665	23
4	266°20'25"	58.535	58.555	615.7
6	27°21'50"	44.04	45.605	50

- B** RIGHT OF CARRIAGE WAY 7 WIDE (DOC 2)
- E** EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DOC 2)
- G** EASEMENT FOR SUPPORT FOR GROUND ANCHOR VARIABLE WIDTH (DOC 2)
- Z1** EASEMENT FOR SUPPORT FOR GROUND ANCHOR VARIABLE WIDTH (DOC 2)
- Z2** EASEMENT FOR SUPPORT 0.3 WIDE (DP280077 DOC 1)
- Z3** EASEMENT FOR SUPPORT FOR GROUND ANCHOR 6.5 WIDE (ARR94846)
- Z4** POSITIVE COVENANT (AS24886)



COORDINATE SCHEDULE

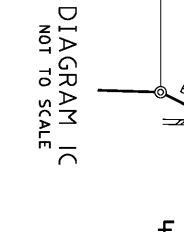
MARK	MGA COORDINATES	CLASS	PU	METHOD	STATE
SSM167735	291245.1441 6235867.237	C	N/A	SCMS	FOUND
SSM167739	291331.1441 6235854.086	C	N/A	SCMS	FOUND
SSM181164	291080.607 6235421.591	C	N/A	SCMS	FOUND

DATE OF SCMS COORDINATES: 01-12-2021
 MGA ZONE: 56
 MGA DATUM: GDA2020
 COMBINED SCALE FACTOR: 1.000117 (MEAN)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	270°24'55"	79.075	79.03	615.7
2	117°09'45"	19.795	20.465	23
3	162°09'45"	15.365	15.665	23
4	266°20'25"	58.535	58.555	615.7
6	27°21'50"	44.04	45.605	50

- B** RIGHT OF CARRIAGE WAY 7 WIDE (DOC 2)
- E** EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DOC 2)
- G** EASEMENT FOR SUPPORT FOR GROUND ANCHOR VARIABLE WIDTH (DOC 2)
- Z1** EASEMENT FOR SUPPORT FOR GROUND ANCHOR VARIABLE WIDTH (DOC 2)
- Z2** EASEMENT FOR SUPPORT 0.3 WIDE (DP280077 DOC 1)
- Z3** EASEMENT FOR SUPPORT FOR GROUND ANCHOR 6.5 WIDE (ARR94846)
- Z4** POSITIVE COVENANT (AS24886)



SURVEYOR
 Name: ANGELA MARY RYAN
 Date: 08-12-2021
 Reference: 1020278(2)PP

PLAN OF
 SUBDIVISION OF
 LOT 3 IN DP 280077

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reduction Ratio: 1:1000
 Lengths are in metres



REGISTERED
 09 06 2022
DP280077
 ADDITIONAL SHEET 5



PRECINCT PLAN
DETAIL PLAN
 (IN 2 SHEETS)
 THIS IS SHEET 6 OF DP280077
 AND IT REPLACES
 SHEETS 2 AND 3 AS REGARDS
 LOT 3 AND IS AN ADDITIONAL SHEET

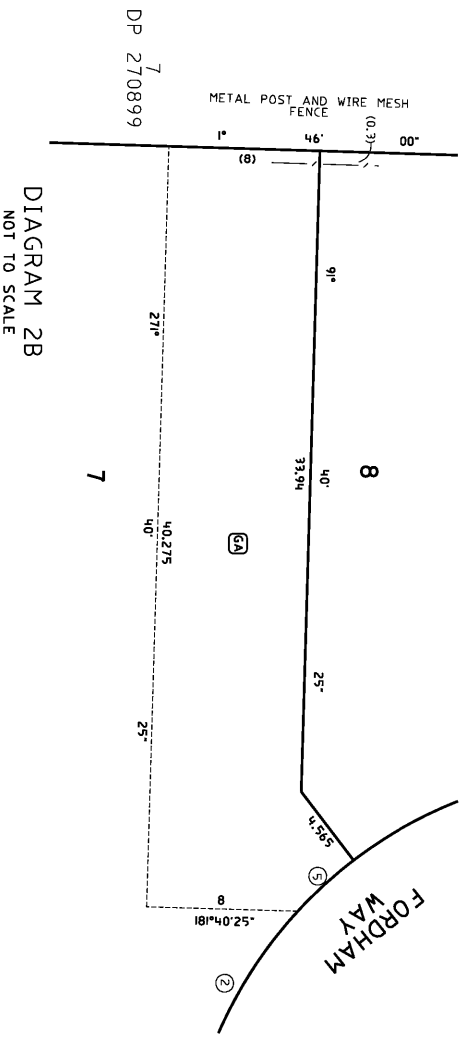


DIAGRAM 2B
NOT TO SCALE

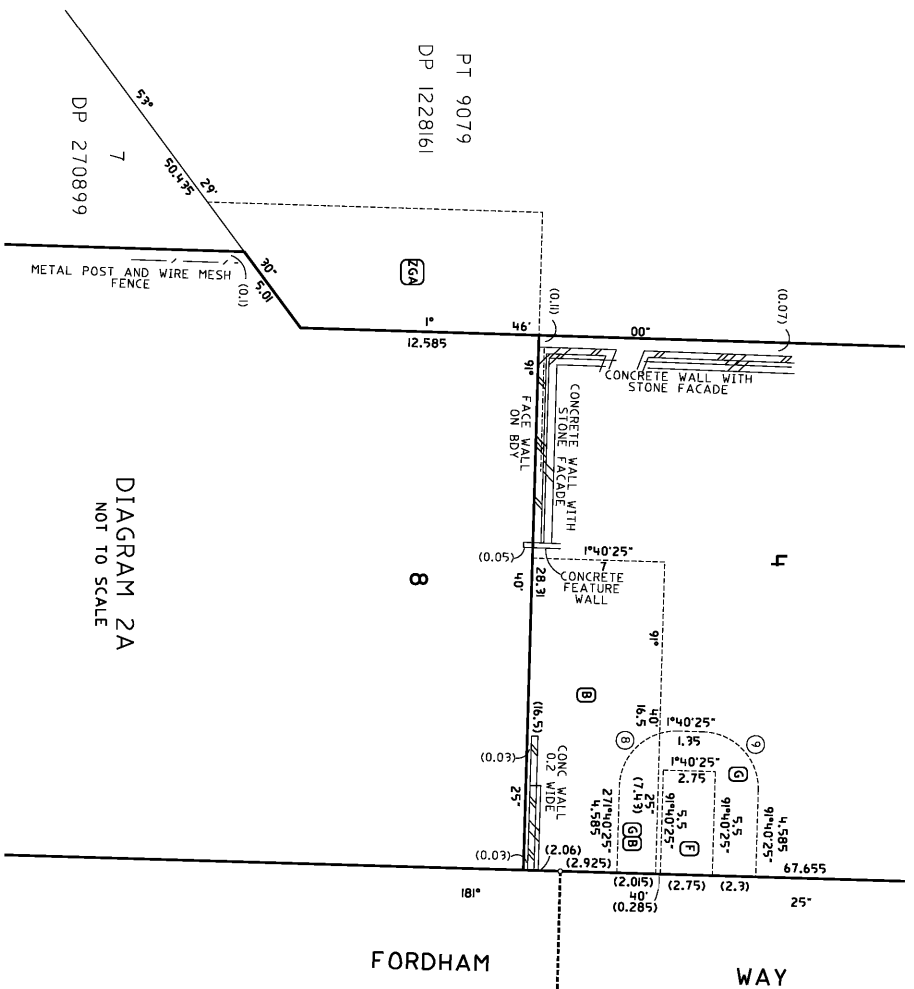


DIAGRAM 2A
NOT TO SCALE

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
2	117°09'45"	19.795	20.465	23
5	1137°40'05"	3.995	4	231
8	316°40'25"	4.245	4.71	3
9	46°40'25"	4.245	4.71	3

- (B) RIGHT OF CARRIAGE WAY 7 WIDE (DOC 2)
- (F) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DOC 2)
- (D) RESTRICTION ON THE USE OF LAND (DOC 2)
- (GA) EASEMENT FOR SUPPORT FOR GROUND ANCHOR VARIABLE WIDTH (DOC 2)
- (GB) EASEMENT FOR SUPPORT FOR GROUND ANCHOR 6.5 WIDE (APPENDIX 6)

SURVEYOR
 Name: ANGELA MARY RYAN
 Date: 08-12-2021
 Reference: 1020278(2)PP

PLAN OF
 SUBDIVISION OF
 LOT 3 IN DP 280077

L.G.A.: CAMDEN
 Locality: ORAN PARK
 Reduction Ratio: 1:200
 Lengths are in metres


REGISTERED
 09 06 2022

DP280077
 ADDITIONAL SHEET 6

PLAN FORM 6 (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  16.6.2020 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP280077</h1> Office Use Only (DOC.A)
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PLAN OF SUBDIVISION OF LOT 8 IN DP270899	LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND
---	--


<p style="text-align: center;">Survey Certificate</p> I, ANGELA MARY RYAN of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 11-02-2020....., or *(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on 11-02-2020, the part not surveyed was compiled in accordance with that Regulation; or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: <u>Alyca</u> Dated: <u>22-05-2020</u> Surveyor Identification No: 8636 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
--	--

<p style="text-align: center;">Subdivision Certificate</p> I, <u>SUSHMA UPRETI</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>[Signature]</u> Accreditation number: <u>NA</u> Consent Authority: <u>CAMDEN COUNCIL</u> Date of endorsement: <u>25/05/2020</u> Subdivision Certificate number: <u>14.2017.1525.1</u> File number: <u>DA/2017/1525</u> *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. DP270899 DP1199011 DP1153034 DP1178579 DP1208324 DP1227532
---	---

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE FORDHAM WAY TO THE PUBLIC AS PUBLIC ROAD	Surveyor's Reference: 10202T8(1)PP
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Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

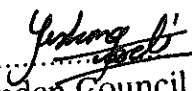
PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

<p>Registered:  16.6.2020</p> <p>Office Use Only</p>	<p>Office Use Only</p> <h1 style="font-size: 2em;">DP280077</h1> <p>(DOC.A)</p>
<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOT 8 IN DP270899</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p>Subdivision Certificate number: <u>14/2017-1525-1</u></p> <p>Date of Endorsement: <u>25/05/2020</u></p>	

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

1. EASEMENT FOR AIR EXTRACTION 7.65 WIDE (AE)
2. RIGHT OF CARRIAGE WAY 7.6 WIDE (B1)
3. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B2)
4. RIGHT OF CARRIAGE WAY 7.6 WIDE (B3)
5. RIGHT OF CARRIAGE WAY 24.5 WIDE (B6)
6. EASEMENT FOR VEHICLE PARKING 3.5 WIDE (BP)
7. EASEMENT FOR SUPPORT 0.3 WIDE (L)
8. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
9. RESTRICTION ON THE USE OF LAND (G)
10. RESTRICTION ON THE USE OF LAND
11. POSITIVE COVENANT

Schedule of Street Addresses					
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1	N/A	92E	PODIUM	WAY	ORAN PARK
2	N/A	90	PODIUM	WAY	ORAN PARK
3	N/A	88	PODIUM	WAY	ORAN PARK



 Camden Council Authorised Person


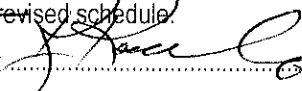
If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202T8(1)PP

PLAN FORM 6D (2019)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  16.6.2020</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP280077</p> <p style="text-align: right;">(DOC.A)</p>
<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOT 8 IN DP270899</p>	<p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p>
<p>Subdivision Certificate number: <u>14.2017.1525.1</u></p> <p>Date of endorsement: <u>25/05/2020</u></p>	
<p>Name of Development (Optional)</p>	<p>Address for Service of Notices</p> <p style="text-align: center;">PO BOX 4181 AUSTRALIA SQUARE NSW 1215</p>
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i>. Any changes will be recorded in a replacement schedule.</p>	<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>ROBERT KOWLANDS</u> of <u>LANDSBURY'S VALUATION & ADVISORY</u> being a qualified valuer, as defined in the <i>Community Land Development Act 1989</i> by virtue of having membership with: Professional Body: <u>API</u> Class of membership: <u>FELLOW</u> Membership number: <u>67895</u> certify that:</p> <p>* (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on <u>1-04-2020</u></p> <p>* (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on <u>1-04-2020</u> being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature:  Dated: <u>12/05/2020</u></p> <p><small>* Strike through if inapplicable # Full name, valuer company name or company address ^ Insert date of valuation</small></p>
<p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on <u>^</u></p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p>	

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	1	
2	3213	
3	6962	
TOTAL	10176	

HISTORICAL FILE - SEE ADMINISTRATION SHEET (DOC. B)


If space is insufficient use annexure sheet -Plan Form 6A

Surveyor's Reference: 10202T8(1)PP

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  16.6.2020 Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF
LOT 8 IN DP270899

DP280077

(DOC.A)

Subdivision Certificate number: 14/2017/1525/1
Date of Endorsement: 25/05/2020

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

Executed by: Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney: *Mark Perich* Signature of Attorney: *M. Owens*

Name of Attorney: MARK PERICH Name of Attorney: MICHAEL OWENS

Power of Attorney Book 4767 Number: 281 Power of Attorney Book 4767 Number: 281

Witness Signature: *Nathan Whishaw*

Witness Signature: *Nathan Whishaw*

Print Name: NATHAN WHISHAW

Print Name: NATHAN WHISHAW

Address of Witness: CNR PETER BROOK &
ORAN PARK DRIVES,
ORAN PARK NSW 2570

Address of Witness: CNR PETER BROOK &
ORAN PARK DRIVES,
ORAN PARK NSW 2570

Justin [Signature]
Camden Council Authorised Person


If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202T8(1)PP

PLAN FORM 6_CE (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
Office Use Only		Office Use Only
Registered: 09.06.2022 Title System: TORRENS		<h1 style="margin: 0;">DP280077</h1> <p style="margin: 0;">(DOC. B)</p>
PLAN OF SUBDIVISION OF LOT 3 IN DP280077	LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, ANGELA MARY RYAN of BEVERIDGE WILLIAMS & CO PTY LTD 32 IOLANTHE STREET CAMPBELLTOWN NSW 2560 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p style="text-align: right;">..... (Authorised Officer) in</p> <p style="text-align: center;">approving this plan certify that all necessary approvals in regard to the</p> <p style="text-align: center;">allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 08-Dec-2021 (b) Partial Survey (c) Compilation Datum Line: 'X'-'Y' Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Signature: Dated: 24-03-2022 Surveyor Identification No: 8636 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Daniel Streater</u> Authorised Person certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Consent Authority: CAMDEN COUNCIL Date of endorsement: 23-5-22 Subdivision Certificate number: 14.2019.609.1 File number: DA/2019/609/1	
Plans used in the preparation of survey. DP270899, DP280077, DP1199011, DP1153034, DP1178579, DP1208324, DP1227532	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF FORDHAM WAY TO THE PUBLIC AS PUBLIC ROAD.	
Surveyor's Reference: 10202T8(2)PP ISSUE E		
Signatures, Seals and Section 88B Statements should appear on the following sheet(s)		

PLAN FORM 6_CE (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 6 sheet(s)																																	
Registered: 09.06.2022 Office Use Only	Office Use Only <h1 style="margin: 0;">DP280077</h1> (DOC. B)																																		
PLAN OF SUBDIVISION OF LOT 3 IN DP280077	Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A																																		
Subdivision Certificate number: 14.2019.609.1 Date of endorsement: 23-5-22																																			
Name of Development (Optional)	Address for Service of Notices PO BOX H181 AUSTRALIA SQUARE NSW 1215																																		
WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i> . Any changes will be recorded in a replacement schedule.	VALUER'S CERTIFICATE (Approved Form 9) I, ROBERT JOHN ROWLANDS of being a qualified valuer, as defined in the <i>Community Land Development Act 1989</i> , by virtue of having membership with: Professional Body: API Class of membership: FELLOW Membership number: 67895 certify that:																																		
UPDATE NOTE (Approved Form 8) This document contains an revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^ 16-06-2020 <small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small>	(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ 21-03-2022 (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ being the date of valuer's certificate lodged with the original initial schedule or the revised schedule. Signature: Dated: 21/03/22 <small>^ Insert date of valuation * Strike through if inapplicable</small>																																		
SCHEDULE OF UNIT ENTITLEMENT																																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">LOT</th> <th style="width: 60%;">UNIT ENTITLEMENT</th> <th style="width: 30%;">SUBDIVISION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Precinct Association Property</td> <td></td> </tr> <tr> <td>2</td> <td>2555</td> <td>SP99149</td> </tr> <tr> <td>3</td> <td>SUBDIVIDED INTO LOTS 4-8</td> <td>SHEETS 5-6</td> </tr> <tr> <td>4</td> <td>1527</td> <td></td> </tr> <tr> <td>5</td> <td>2103</td> <td></td> </tr> <tr> <td>6</td> <td>1</td> <td></td> </tr> <tr> <td>7</td> <td>2310</td> <td></td> </tr> <tr> <td colspan="2">Aggregate</td> <td>10176</td> </tr> </tbody> </table>	LOT	UNIT ENTITLEMENT	SUBDIVISION	1	Precinct Association Property		2	2555	SP99149	3	SUBDIVIDED INTO LOTS 4-8	SHEETS 5-6	4	1527		5	2103		6	1		7	2310		Aggregate		10176	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">LOT</th> <th style="width: 60%;">UNIT ENTITLEMENT</th> <th style="width: 30%;">SUBDIVISION</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>1680</td> <td></td> </tr> </tbody> </table> <div style="text-align: center;"> Camden Council Authorised Person </div>		LOT	UNIT ENTITLEMENT	SUBDIVISION	8	1680	
LOT	UNIT ENTITLEMENT	SUBDIVISION																																	
1	Precinct Association Property																																		
2	2555	SP99149																																	
3	SUBDIVIDED INTO LOTS 4-8	SHEETS 5-6																																	
4	1527																																		
5	2103																																		
6	1																																		
7	2310																																		
Aggregate		10176																																	
LOT	UNIT ENTITLEMENT	SUBDIVISION																																	
8	1680																																		
If space is insufficient use annexure sheet -Plan Form 6A																																			
Surveyor's Reference: 10202T8(2)PP ISSUE E																																			

PLAN FORM 6_CE (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s)

Registered:  09.06.2022

Office Use Only

Office Use Only

PLAN OF SUBDIVISION
OF LOT 3 IN DP280077

DP280077
(DOC. B)

Subdivision Certificate number: 14.2019.609.1

Date of Endorsement: 23-5-22

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

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

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

CREATE:

1. RIGHT OF CARRIAGE WAY 7 WIDE (B)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
3. RESTRICTION ON THE USE OF LAND (G)
4. EASEMENT FOR SUPPORT FOR GROUND ANCHOR VARIABLE WIDTH (GA)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. POSITIVE COVENANT

RELEASE:

1. RIGHT OF CARRIAGE WAY 24.5 WIDE (CREATED BY DP280077 DOC.1)
2. EASEMENT FOR SUPPORT FOR GROUND ANCHOR 6.5 WIDE (CREATED BY AR948446)




Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202T8(2)PP ISSUE E

PLAN FORM 6_CE (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 6 sheet(s)

Registered:  09.06.2022 Office Use Only

Office Use Only
DP280077
 (DOC. B)

PLAN OF SUBDIVISION
 OF LOT 3 IN DP280077

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

Subdivision Certificate number: 14.2019.609.1
 Date of Endorsement: 23.5.22


Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
4	N/A	2	FORDHAM	WAY	ORAN PARK
5	N/A	3	FORDHAM	WAY	ORAN PARK
6	N/A	5	FORDHAM	WAY	ORAN PARK
7	N/A	6	FORDHAM	WAY	ORAN PARK
8	N/A	4	FORDHAM	WAY	ORAN PARK


 Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202T8(2)PP ISSUE E

PLAN FORM 6_CE (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 6 sheet(s)

Registered:  09.06.2022 Office Use Only

Office Use Only

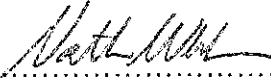
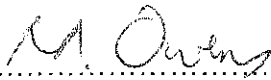
PLAN OF SUBDIVISION
OF LOT 3 IN DP280077

DP280077
(DOC. B)

Subdivision Certificate number: 14.2019.609.1
Date of Endorsement: 23.5.22


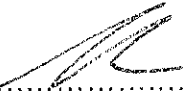
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing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

Signed by the attorneys named below who signed this instrument pursuant to the power of attorney specified for Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney:  Signature of Attorney: 

Name of Attorney: NATHAN WHISHAW Name of Attorney: MICHAEL OWENS

Power of Attorney Book: 4767 Number: 281 Power of Attorney Book: 4767 Number: 281

Witness Signature:  Witness Signature: 

Print Name: SHAWN VAN DUEN Print Name: SHAWN VAN DUEN


Address Of Witness: CAN ORAN PARK DR 3
PETER BANCH DR
ORAN PARK NSW 2570
Address Of Witness: CAN ORAN PARK DR 3
PETER BANCH DR
ORAN PARK NSW 2570


Camden Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10202T8(2)PP ISSUE E

PLAN FORM 6_CE (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 6 sheet(s)

Registered:  09.06.2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 3 IN DP280077	DP280077 (DOC. B)	
Subdivision Certificate number: 14.2019.609.1 Date of Endorsement: 23.05.2022		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		

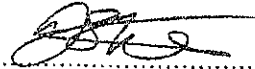
Approved Form 22
COMMUNITY LAND DEVELOPMENT ACT
CERTIFICATE OF ASSOCIATION
APPROVAL OF SCHEDULE OF UNIT ENTITLEMENTS

The *Community/*Precinct/*Neighbourhood Association Deposited Plan No. 280077 certifies that on ^{11.4.2022} it passed a special resolution approving the schedule of unit entitlements shown in the document herewith

(Add common seal of association and attestation as provided in Approved Form 18)
* Strike out if inapplicable
^ Insert date of resolution


* SEAN BERMINGHAM
MANAGER
PRECINCT ASSOCIATION DP 280077
Common Seal

Approved Form 18 COMMUNITY LAND DEVELOPMENT ACT ATTESTATION
The common seal of the Precinct Association Deposited Plan No.280077 was affixed hereto on 31-05-2022 in the presence of Sean Bermingham, Managing Agent being the person authorised by section 235 Community Land Management Act 2021 to attest to the affixing of the seal.


.....
Camden Council Authorised Person

If space is insufficient use additional annexure sheet

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 10 Sheets)

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,
 Lot 103 in DP 1130969 and
 Lots 3153 & 3154 in DP 1159092 and Easements
 within Lot 993 in DP1153029
 covered by Subdivision Certificate No. 1435/2009

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)	3101 3102 3109 3114 3115 3116 3119 3120 3121 3122 3130 3131 3132 3141 3142 3143 3144	3102, 3118, 3119, 3120, 3121, 3122 3118, 3119, 3120, 3121, 3122 3114, 3115, 3116, 3117 3115, 3116, 3117 3116, 3117 3117 3118 3118,3119 3118, 3119, 3120 3118, 3119, 3120, 3121 3131, 3132, Part Lot 3154 Designated WA2 3132, Part Lot 3154 Designated WA2 Part Lot 3154 Designated WA2 Part Lot 3154 Designated WA1 3141, Part Lot 3154 Designated WA1 3141, 3142, Part Lot 3154 Designated WA1 3141, 3142, 3143, Part Lot 3154 Designated WA1
2	Easement for Underground Cables and Street Lighting Equipment 1 wide (EL)	Lot 993 in DP 1153029	Endeavour Energy
3	Easement for Padmount Substation 2.75 Wide (F)	3127	Endeavour Energy

BMC

(Sheet 2 of 10 Sheets)

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,
 Lot 103 in DP 1130969 and
 Lots 3153 & 3154 in DP 1159092 and Easements
 within Lot 993 in DP1153029
 covered by Subdivision Certificate No. 1435/2009

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:
4	Restriction on the Use of Land (G)(H)	Part Lots 3126 & 3127	Endeavour Energy
5	Restriction on the Use of Land 1.4 wide (K)	Part Lots 3110, 3111, 3112	Camden Council
6	Restriction on the Use of Land 1.8 wide (K1)	Part Lots 3110, 3111, 3112	Camden Council
7	Restriction on the Use of Land	3101, 3105 to 3110 inclusive, 3141-3153 inclusive	Camden Council
8	Restriction on the Use of Land	3110, 3153	Camden Council
9	Restriction on the Use of Land	3152, 3153	Camden Council
10	Restriction on the Use of Land	Each lot	Camden Council
11	Restriction on the Use of Land	Each lot	Every other lot
12	Restriction on the Use of Land	Each lot except Lots 3152, 3153	Every other lot except Lots 3152, 3153
13	Positive Covenant 1.4 wide (V)	Part Lots 3110, 3111, 3112	Camden Council
14	Positive Covenant 1.8 wide (V1)	Part Lots 3110, 3111, 3112	Camden Council
15	Restriction on the use of land (RA)	Part 3155 (designated RA in the plan), 3100	Lot 16 in DP1153031

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

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,
Lot 103 in DP 1130969 and
Lots 3153 & 3154 in DP 1159092 and Easements
within Lot 993 in DP1153029
covered by Subdivision Certificate No. 1435/2009

PART 2 (Terms)(Continued)

Terms of easement numbered 2 in the plan.

The terms of the easement for Underground Cables and Street Lighting Equipment as set out in Memorandum No.9262885 are incorporated in this document, with the addition of "and street lighting column and street light equipment" at the end of clause 5.3, 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 2 in the plan.

ENDEAVOUR ENERGY

Terms of easement numbered 3 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 3 in the plan.

ENDEAVOUR ENERGY

Terms of restriction numbered 4 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 ratingand 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.

(Sheet 4 of 10 Sheets)

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,
Lot 103 in DP 1130969 and
Lots 3153 & 3154 in DP 1159092 and Easements
within Lot 993 in DP1153029
covered by Subdivision Certificate No. 1435/2009

PART 2 (Terms)(Continued)

- 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 4 in the plan.

ENDEAVOUR ENERGY

Terms of restriction numbered 5 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 5 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 6 in the plan.

- (c) No alteration to the type, size or location of the retaining wall within, on or over the area designated K1 on the plan, existing at the time of registration of this plan, shall be permitted without the prior written consent of Camden Council.
- (d) No structure shall be permitted to be constructed within on or over the area designated ‘K1’ 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 K1 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 6 in the plan.

CAMDEN COUNCIL

(Sheet 5 of 10 Sheets)

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,
Lot 103 in DP 1130969 and
Lots 3153 & 3154 in DP 1159092 and Easements
within Lot 993 in DP1153029
covered by Subdivision Certificate No. 1435/2009

PART 2 (Terms)(Continued)

Terms of restriction numbered 7 in the plan.

1. No dwelling shall be constructed or be permitted to be constructed on the lots hereby burdened unless:
 - (a) the dwelling design and footprint is consistent with "Appendix C Noise Modelling Results" plan identified as "TD029-09 – Oran Park Tranche 3 Stage 1 Subdivision" within the "Oran Park – Tranche 3 Stage 1 Road Traffic Noise Assessment Report, Prepared for Landcom, Prepared by Renzo Tonin & Associates, Ref No TD029-09F02 (Rev4) Tranche 3 Stage 1 Road Traffic Noise Assessment Report.Doc, Dated 31 March 2010." The front, rear, and side setbacks for all dwellings on the above lots must also be 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 DECC's Environmental Criteria For Road Traffic Noise. Compliance with the above is to be demonstrated for each dwelling application.
 - (b) the dwelling layout, construction requirements and, window and door treatments are to be consistent with "Section 6 – Noise Control Treatment Recommendations" contained within the "Oran Park –Tranche 3 Stage 1 Road Traffic Noise Assessment Report, Prepared for Landcom, Prepared by Renzo Tonin & Associates, Ref No TD029-09F02 (Rev4) Tranche 3 Stage 1 Road Traffic Noise Assessment Report.Doc, Dated 31 March 2010." For the above lots, the internal noise levels contained within the current Oran Park Development Control Plan must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
 - (c) two layers of 13mm plasterboard must be used for the first ceiling to insulate against excessive road traffic noise.
 - (d) all facades identified 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 the BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirement is to be demonstrated for each dwelling application on the affected lots.
2. No fencing shall be erected on the lots hereby burdened unless:-
 - (a) such fencing shall be constructed of durable material
 - (b) such fencing between dwellings shall be 1.8m high
 - (c) in relation to Lots 3110 and 3153 such fencing constructed adjacent to the boundary immediately adjoining Oran Park Drive such fencing shall be 2.1m high along this entire boundary.

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

CAMDEN COUNCIL

(Sheet 6 of 10 Sheets)

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,
Lot 103 in DP 1130969 and
Lots 3153 & 3154 in DP 1159092 and Easements
within Lot 993 in DP1153029
covered by Subdivision Certificate No. 1435/2009

PART 2 (Terms)(Continued)

Terms of restriction numbered 8 in the plan.

No vehicular access to or from Oran Park Drive shall be permitted to or from the lots hereby burdened by way of the boundary of each lot immediately adjacent to Oran Park Drive.

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

CAMDEN COUNCIL

Terms of restriction numbered 9 in the plan.

No vehicular access to or from South Circuit shall be permitted to or from the lots hereby burdened by way of the boundary of each lot immediately adjacent to South Circuit except in relation to Lot 3152 where such access shall only be permitted by way of that part of the boundary designated "M-N" on the plan.

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

CAMDEN COUNCIL

Terms of restriction numbered 10 in the plan.

No construction work including earthworks, imported fill, landscaping, buildings and associated infrastructure shall be permitted unless such construction is carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan under "Section 10" in the report titled "Report on Salinity Assessment And Management Plan: proposed Residential Subdivision Tranche 3 Stage 1A Oran Park, Prepared for Landcom, prepared by Douglas Partners, Project No: 40740.48, Dated December 2008."

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.

- (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.

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,
Lot 103 in DP 1130969 and
Lots 3153 & 3154 in DP 1159092 and Easements
within Lot 993 in DP1153029
covered by Subdivision Certificate No. 1435/2009

PART 2 (Terms)(Continued)

(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 11 in the plan.
GREENFIELDS DEVELOPMENT COMPANY

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 positive covenant numbered 13 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 13 in the plan.
CAMDEN COUNCIL

Terms of positive covenant numbered 14 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 V1 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 V1 on the plan.

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

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,
Lot 103 in DP 1130969 and
Lots 3153 & 3154 in DP 1159092 and Easements
within Lot 993 in DP1153029
covered by Subdivision Certificate No. 1435/2009

PART 2 (Terms)(Continued)

Terms of restriction numbered 15 in the plan.

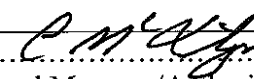
No activity in relation to aged care including inter alia, any accommodation for Seniors Living and any residential aged care facility under Senior Living SEPP shall occur on that part of the lot hereby burdened designated RA on the plan, PROVIDED THAT the restriction hereby created:

- (i) Shall cease and determine on any part of any lot hereby burdened from the date that any subdivision approval is issued by Camden Council for any development proposal that is subject to a Section 94 payment under the Environmental Planning and Assessment Act 1979, and
- (ii) Shall cease and determine in it's entirety from 21 March 2016.

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

Approved by the Council of Camden

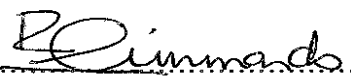
..........
General Manager/Authorised Person

Plan: **DP1153032**

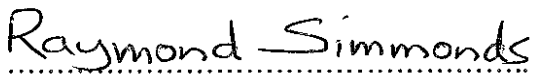
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Lot 103 in DP 1130969 and
Lots 3153 & 3154 in DP 1159092 and Easements
within Lot 993 in DP1153029
covered by Subdivision Certificate No. 1435/2009

PART 2 (Terms)(Continued)

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 (Formerly Integral
Energy Australia - Energy Services Corporations
Amendment (Change of Name) Regulation
2011 (NSW) published 2 March 2011)
by its Attorney pursuant to Power of Attorney
Book 4573 No 297 in the presence of:

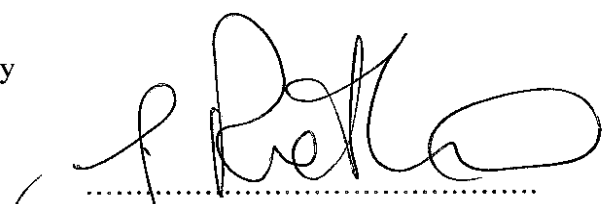

.....

Signature of witness


.....

Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148


.....

Signature of attorney

Name: Geoffrey Riethmuller
Position: Network Property Manager
Date of execution: 6 April 2011
Reference: URS11417

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,
Lot 103 in DP 1130969 and
Lots 3153 & 3154 in DP 1159092 and Easements
within Lot 993 in DP1153029
covered by Subdivision Certificate No. 1435/2009

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 Greenfields Development Company Pty Ltd

Signature: *Mark Perich*

Print Name: **Mark Perich**

Office Held: P of A 4558 No.71

Signature: *Ralph Stuart Bruce*

Print Name: **Ralph Stuart Bruce**

Office Held: P of A 4558 No.71

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

Signature: *Matthew Beggs*

REGISTERED  10.6.2011

Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee
SIGNED by *GRAHAM SMITH* as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332
Matthew Beggs
(Signature) Tier Three Attorney
By executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.
I certify that the attorney for the Mortgagee
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence.
Signature of witness: **KATHLEEN FOX**
Name of witness: *Kathleen Fox*
Address of witness: Level 29, 275 Kent St
Sydney NSW 2000

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: **DP1159092**

Plan of Subdivision of Lot 1600 in DP 1153030 covered by Subdivision Certificate No. **51/2010**

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)

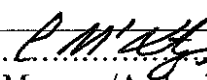
Terms of restriction numbered 1 in the plan.


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



Plan: **DP1159092**

Plan of Subdivision of Lot 1600 in DP 1153030
covered by Subdivision Certificate No. **51/2010**

PART 2 (Terms)(Continued)

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: P of A 4586 No.836

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

MB

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 (DOC.1)
 (Sheet 1 of 8 Sheets)

Plan: DP270899

Plan of Subdivision of Lot 991 in DP1149179,
 Lot 9030 and 9031 in DP1208324
 covered by Subdivision Certificate No. 14.2014.440.1

Full name and address of
 the owner of the land

Tocaroly Pty Ltd
 1675 The Northern Road
 BRINGELLY NSW 2556
 and
 Perich Property Pty Ltd
 1675 The Northern Road
 BRINGELLY NSW 2556

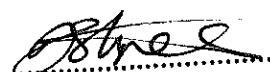
PART 1 (Creation)

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 variable width (A)	4	Camden Council
2	Right of Carriage Way variable width (B)	4	Camden Council
3	Right of Access variable width (BA)	4	Camden Council
4	Easement for Services 1 wide (C)	6	3 Greenfields Infrastructure Pty Ltd MO
5	Easement for Underground Cables 1 wide (E1)	6	Endeavour Energy
6	Easement for Underground Cables and Street Lighting Equipment 1 wide (E2)	6	Endeavour Energy
7	Restriction on the Use of Land variable width (V)	Part of 4 designated V on the plan	Camden Council
8	Restriction on the use of land	Each lot	Camden Council
9	Restriction on the use of land	1, 3, 4, 5, 6	Camden Council


PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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



 Council Authorised Person



 Signature of witness to final sheet

ePlan (DOC.1)
(Sheet 2 of 8 Sheets)

Plan: DP270899

Plan of Subdivision of Lot 991 in DP1149179,
Lot 9030 and 9031 in DP1208324
covered by Subdivision Certificate No. 14.2014.440.1

PART 2 (Terms)(Continued)

Terms of easement numbered 2 in the plan.

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

CAMDEN COUNCIL. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Terms of easement numbered 3 in the plan.

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

CAMDEN COUNCIL. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

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 property, 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.

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

~~THE REGISTERED PROPRIETOR OF THE BENEFITING LOT~~ **GREENFIELDS INFRASTRUCTURE PTY LTD**
M.O.

Terms of easement numbered 5 in the plan.

The terms of the easement for Underground Cables set out in memorandum number 9262885 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 5 in the plan.

ENDEAVOUR ENERGY


.....
Council Authorised Person

ePlan (DOC.1)
(Sheet 3 of 8 Sheets)

Plan: DP270899

Plan of Subdivision of Lot 991 in DP1149179,
Lot 9030 and 9031 in DP1208324
covered by Subdivision Certificate No. 14.2014.440.1

PART 2 (Terms)(Continued)

Terms of easement numbered 6 in the plan.

The terms of the easement for Underground Cables and Street Lighting Equipment as set out in Memorandum No.9262885 are incorporated in this document, with the addition of "and street lighting column and street light equipment" at the end of clause 5.3, 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 6 in the plan.

ENDEAVOUR ENERGY

Terms of restriction numbered 7 in the plan.

No development shall be permitted within the area designated V on the plan unless such development is in accordance with the adopted Part 1B Oran Park Development Control Plan 2007.

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

CAMDEN COUNCIL


Terms of restriction on the use of land numbered 8 in the plan.


No further development shall be permitted on the lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land shall be 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: Part Tranches 25, 26 and 27 Oran Park NSW, Prepared by Douglas Partners, Project No 76618.15, Dated August 2014."
- Report on Salinity Investigation and Management Plan: Tranche 7 Tranche 8 and Anthony Reserve Oran Park, Prepared by Douglas Partners, Project 40740.98, Dated June 2011."
- Salinity Assessment Report Tranche 20 Oran Park Precinct, Prepared by Ground Technologies, Ref GT1636a, Dated January 2012."
- Report on Salinity Management Plan: Proposed Residential and Commercial Subdivision Tranche 20 and Tranche 29 Oran Park, Prepared by Douglas Partners, Project No 34272.91, Dated March 2014."

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

CAMDEN COUNCIL


.....
Council Authorised Person


.....
Signature of witness to final sheet

ePlan (DOC.1)
(Sheet 4 of 8 Sheets)

Plan: **DP270899**

Plan of Subdivision of Lot 991 in DP1149179,
Lot 9030 and 9031 in DP1208324
covered by Subdivision Certificate No. 14.2014.440.1

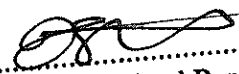
PART 2 (Terms)(Continued)

Terms of restriction numbered 9 in the plan.

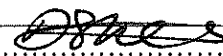
No building shall be permitted to be constructed on the lots burdened unless the footings have been designed by a suitably qualified civil and/or structural engineer.

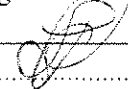
NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 9 in the plan.

CAMDEN COUNCIL


.....
Council Authorised Person

Approved by Council of Camden


.....
General Manager/Authorised Person


.....
Signature of witness to final sheet

ePlan (DOC.1)
5 8
(Sheet 4 of 7 Sheets)

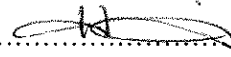
Plan: **DP270899**


Plan of Subdivision of Lot 991 in DP1149179,
Lot 9030 and 9031 in DP1208324
covered by Subdivision Certificate No. **14.2014.440.1**

PART 2 (Terms)(Continued)

Executed by: Endeavour Energy

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

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

9 November 2015
.....
Date of execution

Reference: UCS0443

ePlan (DOC.1)
(Sheet 6 of 8 Sheets)

Plan: DP270899

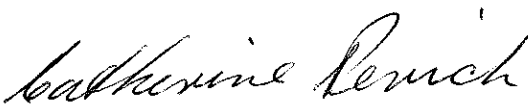
Plan of Subdivision of Lot 991 in DP1149179,
Lot 9030 and 9031 in DP1208324
covered by Subdivision Certificate No. 14, 2014.440.1

PART 2 (Terms)(Continued)


Executed by: Tocaroly Pty Ltd
ACN: 120 306 612

SIGNATURE: 

PRINT NAME: TONY PERICH
DIRECTOR

SIGNATURE: 


PRINT NAME: CATHERINE PERICH
DIRECTOR

WITNESS SIGNATURE: 

PRINT NAME: MICHAEL OWENS

ADDRESS OF WITNESS: 5 PETER BROCK DRIVE
ORAN PARK.


.....
Council Authorised Person


.....
Signature of witness to final sheet

ePlan (DOC.1)
(Sheet 7 of 8 Sheets)

Plan: DP270899

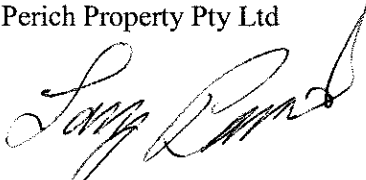
Plan of Subdivision of Lot 991 in DP1149179,
Lot 9030 and 9031 in DP1208324
covered by Subdivision Certificate No. 14.2014.440.1

PART 2 (Terms)(Continued)

Executed by: Perich Property Pty Ltd

ACN 001 253 587

SIGNATURE:



PRINT NAME: TONY PERICH
DIRECTOR

SIGNATURE:




PRINT NAME: MARK PERICH
DIRECTOR


WITNESS SIGNATURE:



PRINT NAME: MICHAEL OWENS

ADDRESS OF WITNESS: 5 PETER BROCK DRIVE
ORAN PARK.


.....
Council Authorised Person


.....
Signature of witness to final sheet

ePlan (DOC.1)
(Sheet 8 of 8 Sheets)

Plan: DP270899

Plan of Subdivision of Lot 991 in DP1149179,
Lot 9030 and 9031 in DP1208324
covered by Subdivision Certificate No. 14.2014.440.1

PART 2 (Terms)(Continued)

Executed by: Greenfields Infrastructure Pty Ltd


ACN 137 503 078

SIGNATURE: 

PRINT NAME: TOWY PERICIC
DIRECTOR

SIGNATURE: 

PRINT NAME: MARK PEACH
DIRECTOR

WITNESS SIGNATURE: 

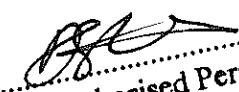
PRINT NAME: MICHAEL OWENS


ADDRESS OF WITNESS: 5 PETER BROCK DRIVE
ORAN PARK

REGISTERED



29.3.2016


.....
Council Authorised Person


.....
Signature of witness to final sheet

**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**

(Document 2)

(Sheet 1 of 4 Sheets)

Plan: **DP270899**

Plan of Subdivision of Lot 4 in DP270899
 covered by Subdivision Certificate No. 14/2017/1438.1

Full name and address of
 the owner of the land

Perich Property 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 4 wide (B3)	9 11	Lot 907 in DP1248808, Lot 9073 in DP1225752 9, 10, Lot 907 in DP1248808, Lot 9073 in DP1225752

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriage Way 4 wide (created by DP1225752)	Lot 4 in DP270899	Lot 907 and 908 in DP1248808, Lot 9073 in DP1225752

PART 2 (Terms)

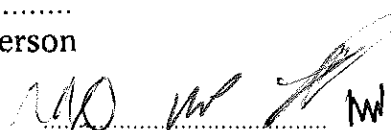
Terms of easement numbered 1 in the plan.

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

CAMDEN COUNCIL. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

.....

 Camden Council Authorised Person

.....

 Signature of witness to final sheet
 Issue C


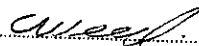
(Document 2)
(Sheet 2 of 4 Sheets)

Plan: **DP270899**

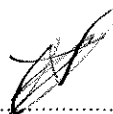
Plan of Subdivision of Lot 4 in DP270899
covered by Subdivision Certificate No. 14.2017.1438.1

PART 2 (Terms)(Continued)

Execution by Council:

Execution by Camden Council:	
Signature:	
Signed by:	SUBULE MOTTAMED
<small>Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.</small>	
Authority of Officer:	Team Leader Engineering
Witness Signature:	
Name of Witness:	Christopher Wood
Address of Witness:	70 Central Ave. Oran Park


.....
Camden Council Authorised Person

 **Mr M.M.O**
.....
Signature of witness to final sheet
Issue C

(Document 2)
(Sheet 3 of 4 Sheets)

Plan: **DP270899**


Plan of Subdivision of Lot 4 in DP270899
covered by Subdivision Certificate No. 14.2017.1438.1

PART 2 (Terms)(Continued)

Executed by Registered Proprietors of Lot 907 and Lot 908 in DP1248808 and Lot 9073 in DP1225752:

Signed by Leppington Pastoral Company Pty Ltd

ACN 000420404

Signature: 


Signature: 


Print Name: **MARK PERICH**

Print Name: **MICHAEL OWENS**

Office Held: P of A **Book** No. **601**
4697

Office Held: P of A **BK** No. **601**
4697

Witness Signature: 

Witness Signature: 

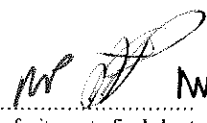
Print Name: **NATHAN WHISHAW**

Print Name: **NATHAN WHISHAW**

Address of Witness: **CNR ORAN PARK ½**
PETER BROCK DRIVES,
ORAN PARK, NSW, 2570.

Address of Witness: **CNR ORAN PARK ½**
PETER BROCK DRIVES,
ORAN PARK, NSW, 2570.


.....
Council Authorised Person


.....
Signature of witness to final sheet
Issue C

(Document 2)
(Sheet 4 of 4 Sheets)

Plan: **DP270899**


Plan of Subdivision of Lot 4 in DP270899
covered by Subdivision Certificate No. 14. 2017. 1438.1

PART 2 (Terms)(Continued)


Executed by Registered Proprietors:

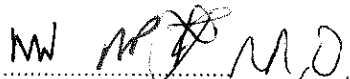
Perich Property Pty Ltd (ACN 001 253 587)
Pursuant to section 127 of the *Corporation Act 2001*


.....
Mark Perich
Director


.....
Tony Perich
Director

REGISTERED  17.6.2019


.....
Camden Council Authorised Person


.....
Signature of witness to final sheet
Issue C

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

(Document 3)
(Sheet 1 of 3 Sheets)

Plan: **DP270899**


Plan of Subdivision of Lot 11 in DP270899
covered by Subdivision Certificate No. 14.2015.352.2

Full name and address of
the owner of the land


Perich Property Pty Ltd
1675 The Northern Road
BRINGELLY NSW 2556

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 23 wide (created by DP1208324)	Lot 11 in DP270899	Camden Council


.....
Council Authorised Person

Surveyor's Ref: 10202(CP3)CP


.....
Signature of witness to final sheet
Issue A

M.O. MW

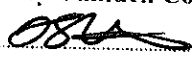

(Document 3)
(Sheet 2 of 3 Sheets)

Plan: **DP270899**

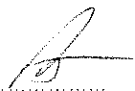
Plan of Subdivision of Lot 11 in DP270899
covered by Subdivision Certificate No. 14.2015.352.2

PART 2 (Terms)(Continued)

Execution by Council:

Execution by Camden Council:	
Signature:	
Signed by:	Daniel Streate
<small>Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.</small>	
Authority of Officer:	manage Certificate
Witness Signature:	
Name of Witness:	Mollie Gibbons
Address of Witness:	70 Central Ave Oran Park, NSW


.....
Council Authorised Person


.....
Signature of witness to final sheet
Issue A

Mollie Gibbons

(Document 3)

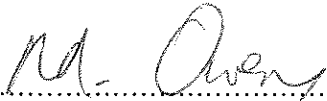
(Sheet 3 of 3 Sheets)


Plan: **DP270899**

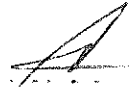
Plan of Subdivision of Lot 11 in DP270899
covered by Subdivision Certificate No. 14-2015-352.2

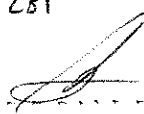
PART 2 (Terms)(Continued)

Executed by Registered Proprietors: Perich Property Pty Ltd (ACN 001 253 587)


.....
~~Mark Perich~~ MICHAEL OWENS
~~Director~~ P.O.A BK 4767 No 281

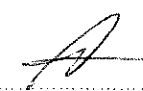
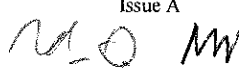

.....
~~Tony Perich~~ NATHAN WHISHAW
~~Director~~ P.O.A BK 4767 No 281

WITNESS SIGNATURE 
.....
PRINT NAME RAY FARD
.....
ADDRESS OF WITNESS 40 STATION ST
PARRAMATTA NSW 2150

WITNESS SIGNATURE 
.....
PRINT NAME: RAY FARD
.....
ADDRESS OF SIGNATURE 40 STATION ST
PARRAMATTA NSW 2150

REGISTERED  10.1.2020


.....
Council Authorised Person


.....
Signature of witness to final sheet
Issue A


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

(Document 4)
(Sheet 1 of 3 Sheets)

Plan: **DP270899**

Plan of Subdivision of Lot 12 in DP270899 covered by Subdivision Certificate No. *14.2016.1535.2*

Full name and address of the owner of the land




Perich Property Pty Ltd
1675 The Northern Road
BRINGELLY NSW 2556

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriage Way 4 wide (created by DP270899)(Doc 2)	Lot 14 in DP270899 and * Dick Johnson Drive	Lots 9 in DP270899, Lots 909, 910 & 911 in DP1257260, Lot 9073 in DP1225752 and Lot 101 in DP1257261
2	Right of Carriage Way variable width (created by DP270899)(Doc 1)	*Central Avenue and *Dick Johnson Drive	Camden Council
3	Easement to Drain Water variable width (created by DP270899)(Doc 1)	*Central Avenue and *Dick Johnson Drive	Camden Council
4	Right of Access variable width (created by DP270899)(Doc 1)	*Central Avenue	Camden Council

* DICK JOHNSON DRIVE AND CENTRAL AVENUE COMPRISED IN LOT 12 DP 270899


.....
Camden Council Authorised Person

  
.....
Signature of witness to final sheet
Issue B

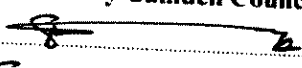
Plan: **DP270899**

Plan of Subdivision of Lot 12 in DP270899
covered by Subdivision Certificate No. *14.2016.1535.2*

PART 2 (Terms)(Continued)

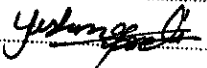
Execution by Council:

Execution by Camden Council:

Signature: 

Signed by: Sugale Mohamed
Authorised officer as a delegate of Camden Council pursuant to S.378
of the Local Government Act 1993 and I hereby certify that I have no
notice of revocation of such delegation.

Authority of Officer: Team Leader Engineering

Witness Signature: 

Name of Witness: SUSHMA UPRETI

Address of Witness: 70 CENTRAL AVENUE
DRAN PARK, NSW 2570

Plan: **DP270899**

Plan of Subdivision of Lot 12 in DP270899
covered by Subdivision Certificate No. *14.2016.1535.2*

PART 2 (Terms)(Continued)

Executed by: Leppington Pastoral Company Pty Ltd – ACN 000 420 404

Signature of Attorney: *Mark Perich* Signature of Attorney: *Nathan Whishaw*

Name of Attorney: *MARK PERICH* Name of Attorney: *NATHAN WHISHAW*

Power of Attorney Book 4767 Number: 283 Power of Attorney Book 4767 Number: 283

Witness Signature: *[Signature]* Witness Signature: *[Signature]*

Print Name: *SHAWN VAN DUIN* Print Name: *SHAWN VAN DUIN*
CAN ORAN PARK DR 3 *CAN ORAN PARK DR 3*

Address of Witness: *PETER BROCK DR* Address of Witness: *PETER BROCK DR*
ORAN PARK NSW 2570 *ORAN PARK NSW 2570*

Executed by: Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney: *Mark Perich* Signature of Attorney: *Nathan Whishaw*

Name of Attorney: *MARK PERICH* Name of Attorney: *NATHAN WHISHAW*

Power of Attorney Book 4767 Number: 281 Power of Attorney Book 4767 Number: 281



Witness Signature: *[Signature]* Witness Signature: *[Signature]*

Print Name: *SHAWN VAN DUIN* Print Name: *SHAWN VAN DUIN*
CAN ORAN PARK DR 3 *CAN ORAN PARK DR 3*

Address of Witness: *PETER BROCK DR* Address of Witness: *PETER BROCK DR*
ORAN PARK NSW 2570 *ORAN PARK NSW 2570*

Surveyor's Ref: 10202(CP4)CP

[Signature]
Camden Council Authorised Person

[Signature]
Signature of witness to final sheet
Issue B

ePlan

Instrument setting out terms of Easements or Profits á 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 4 Sheets)
(Document 5)

Plan: **DP270899**

Plan of Subdivision of Lots 6 and 15 in DP270899
and Easements Affecting Lot 9 in DP270899
covered by Subdivision Certificate No. *142019.753.2*

Full name and address of
the owner of the land

Perich Property 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 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 Variable width (A)	Lot 9 in DP270899	Camden Council
2	Right of Carriage Way variable width (B)	Lot 9 in DP270899	Camden Council

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 31.4 wide (created by DP1208324)	* Oran Park Drive	Camden Council
2	Right of Carriage Way 31.4 wide (created by DP1208324)	* Oran Park Drive	Camden Council
3	Right of Carriage Way 4 wide (created by DP270899 Doc 2)	* Oran Park Drive and Dick Johnson Drive	Lot 9 in DP270899, Lot 101 in DP1257261, Lot 909, 910 & 911 in DP1257260 and Lot 9073 in DP1225752
4	Easement to Drain Water variable width (created by DP270899 Doc 1)	Lot 101 in DP1257261 and Lot 15 in DP270899	Camden Council
5	Right of Carriage Way variable width (created by DP270899 Doc 1)	Lot 101 in DP1257261 and Lot 15 in DP270899	Camden Council
6	Right of Access variable width (created by DP270899 Doc 1)	Lot 15 in DP270899	Camden Council

* ORANPARK DRIVE AND
DICK JOHNSON DRIVE
COMPRISED IN LOT 15 DP 270899

.....
Camden Council Authorised Person

.....
Signature of witness to final sheet
Issue D

ePlan
(Sheet 2 of 4 Sheets)
(Document 5)

Plan:

Plan of Subdivision of Lots 6 and 15 in DP270899
and Easements Affecting Lot 9 in DP270899
'covered by Subdivision Certificate No. 14.2019.753.2

DP270899

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.


CAMDEN COUNCIL

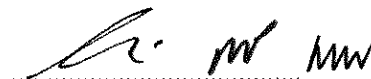
Terms of easement numbered 2 in the plan.

Notwithstanding the terms of rights of carriage way as set out in Part 1 Schedule 4A of the Conveyancing Act 1919, the traffic signals and associated infrastructure installed within the easement site at the time of registration shall be permitted to remain.

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

CAMDEN COUNCIL

.....

Camden Council Authorised Person

.....

Signature of witness to final sheet
Issue D

ePlan
(Sheet 3 of 4 Sheets)
(Document 5)

Plan:

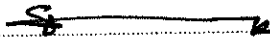

DP270899




Plan of Subdivision of Lots 6 and 15 in DP270899
and Easements Affecting Lot 9 in DP270899

covered by Subdivision Certificate No. *14.2019.753.2*

PART 2 (Terms)(Continued)

Execution by Council:

Execution by Camden Council:	
Signature:	
Signed by:	<i>Sugua Mohamed</i>
<small>Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.</small>	
Authority of Officer:	<i>Team Leader Engineering</i>
Witness Signature:	
Name of Witness:	<i>SUSHMA UPRETI</i>
Address of Witness:	<i>70 CENTRAL AVENUE ORAN PARK, NSW 2570</i>

  
Signature of witness to final sheet
Issue D

Plan:
DP270899

Plan of Subdivision of Lots 6 and 15 in DP270899
and Easements Affecting Lot 9 in DP270899
'covered by Subdivision Certificate No. 14.2019.753.2

PART 2 (Terms)(Continued)

Executed by: Leppington Pastoral Company Pty Ltd – ACN 000 420 404

Signature of Attorney: *Mark Perich* Signature of Attorney: *Nathan Whishaw*

Name of Attorney: **MARK PERICH** Name of Attorney: **NATHAN WHISHAW**

Power of Attorney Book 4767 Number: 283 Power of Attorney Book 4767 Number: 283

Witness Signature: *[Signature]* Witness Signature: *[Signature]*

Print Name: **SHAWN VAN DUYN** Print Name: **SHAWN VAN DUYN**
CAN ORAN PARK DR 3 **CAN ORAN PARK DR 7**

Address of Witness: **PETER BROCK DR** Address of Witness: **PETER BROCK DR**
ORAN PARK NSW 2570 **ORAN PARK NSW 2570**

Executed by: Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney: *Mark Perich* Signature of Attorney: *Nathan Whishaw*

Name of Attorney: **MARK PERICH** Name of Attorney: **NATHAN WHISHAW**

Power of Attorney Book 4767 Number: 281 Power of Attorney Book 4767 Number: 281

Witness Signature: *[Signature]* Witness Signature: *[Signature]*

Print Name: **SHAWN VAN DUYN** Print Name: **SHAWN VAN DUYN**
CAN ORAN PARK DR 7 **CAN ORAN PARK DR 7**

Address of Witness: **PETER BROCK DR** Address of Witness: **PETER BROCK DR**
ORAN PARK NSW 2570 **ORAN PARK NSW 2570**

Surveyor's Ref: 10202(CP5)CP *[Signature]* Signature of witness to final sheet
Camden Council Authorised Person Issue D

25/09/2020
REGISTERED



Lodger Details

Lodger Code 501110X
Name MARSDENS LAW GROUP
Address PO BOX 291
CAMPBELLTOWN 2560
Lodger Box 570E
Email MMUSCAT@MARSDENS.NET.AU
Reference 440363POSITIVEC

Land Registry Document Identification

AS24886

STAMP DUTY:

Positive Covenant (13PC)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
3/280077	N	

Applicant

PERICH PROPERTY PTY LTD ACN 413146214
Registered company

Document Type

Positive Covenant (13PC)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	PERICH PROPERTY PTY LTD
Signer Name	CODY KENNETH NEWTON
Signer Organisation	PARTNERS OF MARSDENS LAW GROUP
Signer Role	PRACTITIONER CERTIFIER
Execution Date	06/04/2022

Form: 13PC
 Release: 3.2

POSITIVE COVENANT
 New South Wales
 Section 88E(3) Conveyancing Act 1919

AS24886Q

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

(A) **TORRENS TITLE** 3/280077

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Email: _____	PC
	Reference: _____	

(C) **REGISTERED PROPRIETOR** Of the above land
PERICH PROPERTY PTY LTD (ABN: 74 413 146 214)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Not Applicable	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
CAMDEN COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: REFER TO ANNEXURE 'C'	Signature of authorised officer: REFER TO ANNEXURE 'C'
Name of witness: _____	Name of authorised officer: _____
Address of witness: _____	Position of authorised officer: _____

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: PERICH PROPERTY PTY LTD
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: <u>M. Owens</u>	Signature of authorised person: <u>Nathan Whishaw</u>
Name of authorised person: <u>MILK OWENS</u>	Name of authorised person: <u>NATHAN WHISHAW</u>
Office held: <u>POA BK 4767 No. 281</u>	Office held: <u>POA BK 4767 No. 281</u>

(H) **Consent of the N.A**

The N.A _____ under N.A _____ No. N.A. _____, agrees to be bound by this positive covenant. I certify that the above N.A _____ who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of N.A. _____
 Name of witness: _____
 Address of witness: _____
Camden Council Authorised Person

Annexure: 'A' to POSITIVE COVENANT

Parties:

PERICH PROPERTY PTY LTD and CAMDEN COUNCIL

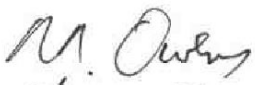
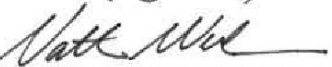
Dated: 30/03/2022

1. Terms of Positive Covenant relating to On-Site Detention and Water Quality Facility

- a) the Proprietor of the property shall be responsible for maintaining and keeping clear all pits, pipelines, trench barriers and other structures;
- b) the Proprietor shall have the facilities inspected annually by a competent person;
- c) the Council shall have the right to enter upon the land referred to above, at all reasonable times to inspect, construct, install, clean, repair and maintain in good working order the facilities; and
- d) The Registered Proprietor shall indemnify the Council and any adjoining land owners against damage to their land arising from the failure of any component of the OSD or OSR, or failure to clean, maintain and repair the OSD and OSR.
- e) The Registered Proprietor shall bear any and all costs incurred by Council as a result of carrying out the works listed above.

NAME OF AUTHORITY HAVING THE POWER TO RELEASE, VARY OR MODIFY THE TERMS OF THE POSITIVE COVENANT:

CAMDEN COUNCIL



.....
PERICH PROPERTY PTY LTD
REGISTERED PROPRIETOR


.....
CAMDEN COUNCIL

L.G.A: CAMDEN
 LOCALITY: ORAN PARK

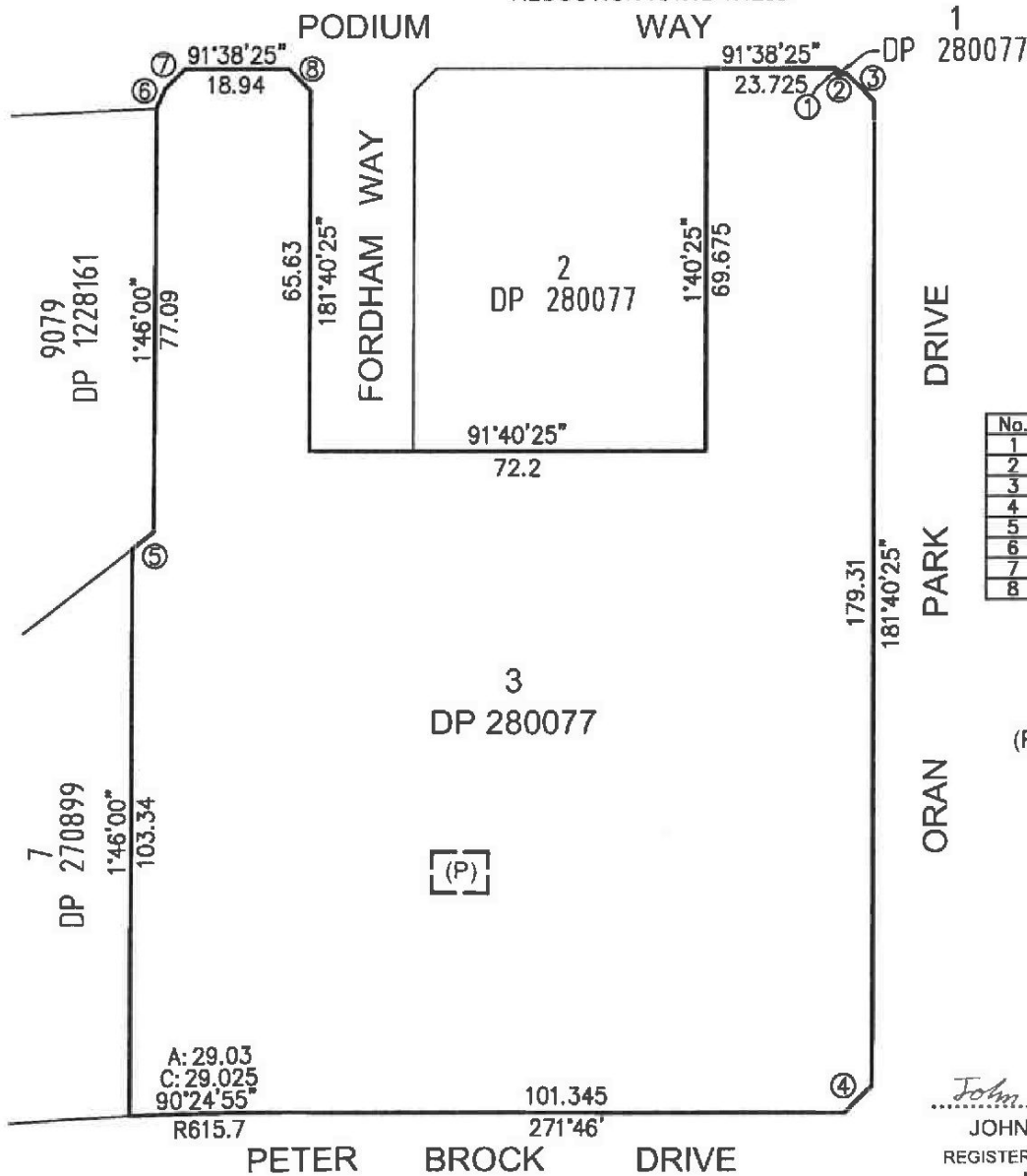
PLAN

ANNEXURE 'B'

SHOWING LOCATION OF OSD TANK FOR
 POSITIVE COVENANT AFFECTING
 PART OF LOT 3 IN DP 280077 AT ORAN PARK

PARISH OF ALEXANDRIA - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:1250



DATE: 16/03/2022

SIGNATURES AND SEALS OF PARTIES

M. Owens
 M. Owens

John Peter Casey
 JOHN PETER CASEY
 REGISTERED SURVEYOR N.S.W.
 No. SU008938

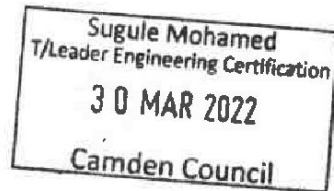
Annexure: 'C' to POSITIVE COVENANT

Parties:

PERICH PROPERTY PTY LTD and CAMDEN COUNCIL

Dated: 30-03-2022

Camden Council by its authorised delegate pursuant to ~~s.377~~ / s.378 Local Government Act 1993



Sugule Mohamed
.....
(Signature of delegate)

Sugule Mohamed
.....
(Name of delegate)

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

Cath
.....
(Signature of witness)

CHRISTIAN CATTARIN
.....
(Name of witness)

10 CENTRAL AVE, ORAN PARK, NSW, 2570
.....
(Address of witness)

I certify that I am an eligible witness and
that the registered proprietor's attorney signed

this dealing in my presence
[see note * below]

Signature of witness



Name of Witness HENRY BRITTEN-JONES

Address of Witness 340 ORAN PARK DRIVE
ORAN PARK NSW 2570

I certify that I am an eligible witness and
that the registered proprietor's attorney signed

this dealing in my presence
[see note * below]

Signature of witness



Name of Witness HENRY BRITTEN-JONES

Address of Witness 340 ORAN PARK
DRIVE, ORAN PARK
NSW 2570

Certified correct for the purposes of the Real
Property Act 1900 by the registered
proprietor's attorney who signed this
instrument pursuant to the power of
attorney specified

Signature of attorney



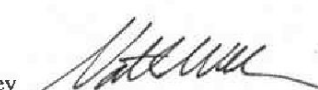
Attorney's name: MICK OWENS

Signing on behalf of Perich Property Pty Ltd

Power of Attorney - Book: 4767
- No.: 281

Certified correct for the purposes of the Real
Property Act 1900 by the registered
proprietor's attorney who signed this
instrument pursuant to the power of
attorney specified

Signature of attorney



Attorney's name: NATHAN WHISHAW

Signing on behalf of Perich Property Pty Ltd

Power of Attorney - Book: 4767
- No.: 281

* s117 RP Act requires that you have known the signatory for more than 12 months or have sighted identifying documentation.



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 41

**Insert, from the [Lodgment Rules exceptions list](#), the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

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

Document 1
(Sheet 1 of 8 Sheets)

Plan: **DP280077**

Plan of Subdivision of Lot 8 in DP270899 covered by Subdivision Certificate No. *14.2017.1525.1* dated *25/05/2020*

Full name and address of the owner of the land

Perich Property 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 for Air Extraction 7.65 wide (AE)	2	The Parts of Lot 3 designated 'W1' on the plan
2	Right of Carriage Way 7.6 wide (B1)	2	The Parts of Lot 3 designated 'W1' on the plan
3	Right of Carriage Way variable width (B2) LIMITED IN HEIGHT	2	The Parts of Lot 3 designated 'W1' on the plan
4	Right of Carriage Way 7.6 wide (B3) LIMITED IN DEPTH	2	The Parts of Lot 3 designated 'W1' on the plan
5	Right of Carriage Way 24.5 wide (B6)	3	Camden Council
6	Easement for Vehicle Parking 3.5 wide (BP) LIMITED IN DEPTH	2	The Part of Lot 3 designated 'W2' on the plan
7	Easement for Support 0.3 wide (L)	2 3	The Parts of Lot 3 designated 'W1' on the plan 2
8	Easement for Padmount Substation 2.75 wide (F) LIMITED IN DEPTH	2	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
9	Restriction on the Use of Land (G) LIMITED IN DEPTH	The Part of Lot 2 designated G on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
10	Restriction on the Use of Land	2	Camden Council
11	Positive Covenant	2	Camden Council

Yusuf J. J. J.
.....
Camden Council Authorised Person

Plan: **DP280077**

Plan of Subdivision of Lot 8 in DP270899
covered by
Subdivision Certificate No. *14.2017.1525.1*
dated 25/05/2020

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

1. Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person.
 - a) to extract air into the site of the easement.
 - b) with prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of carrying out necessary work to ensure that air can be extracted into the site.
 - c) Do anything reasonably necessary for that purpose, including:
 - (i) Entering into the lot burdened
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out necessary works
2. In exercising the rights under this easement, the owner of the lot benefited must:
 - a) Ensure all work is done properly and carried out as quickly as practicable;
 - b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
 - d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - e) Make good any collateral damage

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 easement numbered 2 in the plan.

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

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.

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

Terms of easement numbered 4 in the plan.

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

Terms of easement numbered 5 in the plan.

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

CAMDEN COUNCIL

Surveyor's Ref: 10202T8(1)PP

Judong Park
.....
Camden Council Authorised Person

Michelle M MLO
.....
Signature of witness to final sheet
Issue F

Plan: **DP280077**

Plan of Subdivision of Lot 8 in DP270899
covered by
Subdivision Certificate No. *14.2017.1525.1*
dated 25/05/2020

PART 2 (Terms)(Continued)

Terms of easement numbered 6 in the plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person.

- (a) To park motor vehicles within the easement for a period not exceeding forty eight hours.
- (b) The registered proprietor of the burdened lot may insist that any motor vehicle parked within the easement for a period greater than forty eight hours be removed at the cost of the registered proprietor of the benefiting lot.

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

Terms of easement numbered 7 in the plan.

1. The owner of the lot benefited:
 - (a) may insist that the parts of the supporting structure (the encroaching structure) on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement, and
 - (b) must keep the encroaching structure in good repair and safe condition, and
 - (c) may do anything reasonably necessary for those purposes, including:
 - entering the lot burdened, and
 - taking anything onto the lot burdened, and
 - carrying out work.
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) restore the lot burdened as nearly as is practicable to its former condition, and
 - (d) make good any collateral damage.
3. The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.
4. The owner of the lot burdened must not do or allow anything to be done to damage or interfere with any structure constructed within or adjacent to the above easement.
5. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Support, and any dispute is a civil matter to be resolved with the relevant parties.

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

CAMDEN COUNCIL


.....
Camden Council Authorised Person

Plan: **DP280077**

Plan of Subdivision of Lot 8 in DP270899
covered by
Subdivision Certificate No. *14.2017.1525.1*
dated 25/05/2020

PART 2 (Terms)(Continued)

Terms of easement numbered 8 in the plan.

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

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

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of restriction numbered 9 in the plan.

1. Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2. No building shall be erected or permitted to remain within the restriction site 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
 - 1.3 the owner provides the authority benefited with an engineer's certificate to this effect.
3. The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.

5. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- 1.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

Plan: **DP280077**

Plan of Subdivision of Lot 8 in DP270899
covered by
Subdivision Certificate No. *14.2017.1525.1*
dated 25/05/2020

PART 2 (Terms)(Continued)

- 1.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

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

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of restriction numbered 10 in the plan.

The registered proprietors covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereafter referred to as "the system") constructed on the burdened lot that they will not, without the prior express written consent of the Authority benefited:

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

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

For the purposes of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Camden Council including all ancillary pipes, gutters, drains, walls, pits, grates, tanks, chambers, surfaces designed to temporarily detain stormwater, as well as all the surfaces graded to direct stormwater to the storage.

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 positive covenant numbered 11 in the plan.

The Proprietor of the burdened lot will:

- a) Undertake maintenance in accordance with the OSD Maintenance Schedule prepared by Henry & Hams Ref 17689/af dated 19-02-2020
- b) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter upon the land to inspect the on-site detention facility and repair the on-site detention system if required. The costs of any remedial actions required by Council will be borne by the proprietor.
- c) Indemnify the Council and any adjoining land owners against damage to their land arising from the failure of any component of the on-site detention system, or failure to clean, maintain and repair the on-site detention system.

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

CAMDEN COUNCIL

[Handwritten Signature]
.....
Camden Council Authorised Person

Plan: **DP280077**

Plan of Subdivision of Lot 8 in DP270899
covered by
Subdivision Certificate No. *14-2017-1525-1*
dated 25/05/2020

PART 2 (Terms)(Continued)

Execution by Camden Council:

Execution by Camden Council:	
Signature:	<i>[Handwritten Signature]</i>
Signed by:	SUSHMA UPRETI
<small>Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.</small>	
Authority of Officer:	
Witness Signature:	<i>[Handwritten Signature]</i>
Name of Witness:	Trang Ma
Address of Witness:	70 Central Avenue Oran Park NSW 2570

Document 1

(Sheet 7 of 8 Sheets)

Plan: **DP280077**

Plan of Subdivision of Lot 8 in DP270899
covered by
Subdivision Certificate No. 14, 2017, 1525.1
dated 25/05/2020

PART 2 (Terms)(Continued)

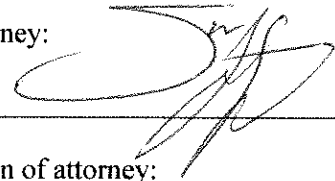
I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:



Signature of attorney:



Name of witness:

SHAYNE LAWTON

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4768

No 870

EE Reference:

UCS0559 & UCL9480

Date: 12 May 2020

Plan: **DP280077**

Plan of Subdivision of Lot 8 in DP270899
covered by
Subdivision Certificate No. *14-2017-15-25-1*
dated 25/05/2020

PART 2 (Terms)(Continued)

Executed by: Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney:.....*Mark Perich*..... Signature of Attorney:.....*M. Owens*.....

Name of Attorney:.....*MARK PERICH*..... Name of Attorney:.....*MICHAEL OWENS*.....

Power of Attorney Book 4767 Number: 281 Power of Attorney Book 4767 Number: 281

Witness Signature:.....*Nathan Whishaw*..... Witness Signature:.....*Nathan Whishaw*.....

Print Name:.....*NATHAN WHISHAW*..... Print Name:.....*NATHAN WHISHAW*.....

Address of Witness:.....*Cnr Peter Brock & Gran Park Drives, Gran Park NSW 2570*..... Address of Witness:.....*Cnr Peter Brock & Gran Park Drives, Gran Park NSW 2570*.....

REGISTERED  16.6.2020

Surveyor's Ref: 10202T8(LPP) *Yoshua Smith*
Camden Council Authorised Person

Mark Owens
Signature of witness to final sheet
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 Conveyancing Act 1919, as amended (DOC. 2)

(Sheet 1 of 7 Sheets)

Plan: **DP280077**

Plan of Subdivision of Lot 3 in DP280077 covered by Subdivision Certificate No. 14.2019.609.1

Full name and address of the owner of the land

Perich Property 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 7 wide (B)	4	8
2	Easement for Padmount Substation 2.75 wide (F)	4	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
3	Restriction on the Use of Land (G)	Part of 4 designated G on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
4	Easement for Support for Ground Anchor variable width (GA)	7	8
5	Restriction on the Use of Land	Each lot	Camden Council
6	Restriction on the Use of Land	4	Camden Council
7	Positive Covenant	4	Camden Council

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriage Way 24.5 wide (created by DP280077 Doc.1)	Lot 3 in DP280077	Camden Council
2	Easement for Support for Ground Anchor 6.5 wide (created by AR948446)	Lot 9079 in DP1228161	Lots 4 to 7 in DP280077 and Fordham Way being part of Lot 3 in DP280077

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.
CAMDEN COUNCIL

Terms of easement numbered 2 in the plan.

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

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

Surveyor's Ref. 10202T8(2)PP

.....
 Camden Council Authorised Person

.....
 Signature of witness to final sheet
 Issue D

Plan: **DP280077**

Plan of Subdivision of Lot 3 in DP280077
covered by
Subdivision Certificate No. 14.2019.609.

Terms of restriction numbered 3 in the plan.

1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.


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

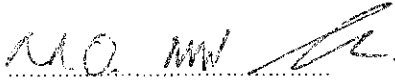
EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of easement numbered 4 in the plan.

- 1.1 For the purpose of this easement, the following terms have the meaning ascribed to them in this clause:
- (1) **Easement Site** means the site of this easement.
- (2) **Equipment** means all necessary tools, implements, materials, machinery and vehicles.

Surveyor's Ref. 10202T8(2)PP


.....
Camden Council Authorised Person

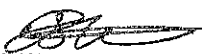

.....
Signature of witness to final sheet
Issue D

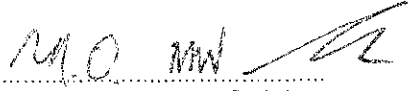
Plan: **DP280077**

Plan of Subdivision of Lot 3 in DP280077
covered by
Subdivision Certificate No. 14.2019.609.

- (3) **Lot Benefited** means the land benefitted by this easement.
- (4) **Lot Burdened** means the land burdened by this easement.
- (5) **Temporary Rock Anchors** means temporary metal anchorages inserted below the surface of the Lot Burdened and then attached to the structures on the Lot Benefited by steel cables to provide those structures with support.
- 1.2 The registered proprietor of the Lot Benefited (together with all of its authorised users) has the full and free right to enter that part of the Lot Burdened to:
- (1) install Temporary Rock Anchors within the Easement Site;
- (2) maintain, repair, replace or de-stress the whole or any part of the Temporary Rock Anchors;
- (3) leave the Temporary Rock Anchors within the Easement Site for as long as reasonably required; and
- (4) do anything reasonably necessary for that purpose, including:
- (a) entering the Easement Site;
- (b) taking anything on to the Easement Site reasonably required; and
- (c) carrying out work
- 1.3 In exercising its rights under this clause, the registered proprietor of the Lot Benefitted must:
- (1) ensure all work is done properly;
- (2) cause as little inconvenience as is practicable to the Lot Burdened and any improvement on it;
- (3) cause as little damage as it practicable to the Lot Burdened and any improvement on it;
- (4) restore the Lot Burdened as nearly as is practicable to its former condition (except that the Temporary Rock Anchors may be left below the surface of the Lot Burdened); and
- (5) make good any collateral damage.
- 1.4 This easement will lapse upon the Temporary Rock Anchors being no longer being required in accordance with this clause.
- 1.5 The registered proprietor of the Lot Benefitted must attend to the following, at its own cost:
- 1.5.1 as soon as the Lot Benefitted no longer requires the support of the Temporary Rock Anchors (within the reasonable opinion of a relevant statutory authority and/or a suitably qualified geotechnical engineer), de-stress the steel cables attached to the anchorages; and
- 1.5.2 restore the Lot Burdened to the condition it was in prior to the installation of the Temporary Rock Anchors (except that the anchorages and cables may be left below the surface of the Lot Burdened in situ and form part of the Lot Burdened until such a time as the owner of the Lot Burdened, in their discretion, removes the anchorages and cables).
- 1.6 Any works to de-stress the Temporary Rock Anchors must be carried out in accordance with the relevant Australian standard and the requirements of any relevant statutory authority.
- 1.7 The registered proprietor of the Lot Burdened must not allow any structure to be erected within the Easement Site which does, or may, have an adverse impact on the Temporary Rock Anchors.

Surveyor's Ref. 10202T8(2)PP


.....
Camden Council Authorised Person


.....
Signature of witness to final sheet
Issue D

Plan: **DP280077**

Plan of Subdivision of Lot 3 in DP280077
covered by
Subdivision Certificate No. 14.2019.609.

1.8 The registered proprietor of the Lot Burdened must not allow anything to be done within the Easement Site which does, or may, have an adverse impact on the Rock Anchors.

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

Terms of restriction numbered 5 in the plan.

No development shall be permitted on the lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land are carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan within the report titled "Report On Salinity Investigation and Management Plan: Tranche 7 Tranche 8 and Anthony Reserve Oran Park, Prepared by Douglas Partners, Project 40740.98, Dated June 2011".

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

CAMDEN COUNCIL

Terms of restriction numbered 6 in the plan.

The registered proprietors covenant as follows with the Authority benefited in respect to the on-site stormwater detention system (hereafter referred to as "the system") constructed on the burdened lot that they will not, without the prior express written consent of the Authority benefited:

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

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

For the purposes of this restriction, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Camden Council including all ancillary pipes, gutters, drains, walls, pits, grates, tanks, chambers, surfaces designed to temporarily detain stormwater, as well as all the surfaces graded to direct stormwater to the storage.

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

CAMDEN COUNCIL

Terms of positive covenant numbered 7 in the plan.

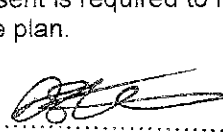
The Proprietor of the burdened lot will:

- a) Undertake maintenance of the on-site detention system to ensure continue operation.
- b) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter upon the land to inspect the on-site detention facility and repair the on-site detention system if required. The costs of any remedial actions required by Council will be borne by the proprietor.
- c) Indemnify the Council and any adjoining land owners against damage to their land arising from the failure of any component of the on-site detention system, or failure to clean, maintain and repair the on-site detention system.

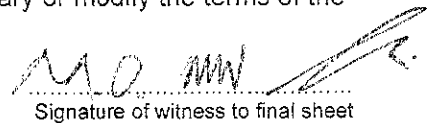
NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the positive covenant numbered 7 in the plan.

CAMDEN COUNCIL

Surveyor's Ref. 10202T8(2)PP



Camden Council Authorised Person


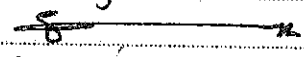


Signature of witness to final sheet
Issue D

Plan: **DP280077**

Plan of Subdivision of Lot 3 in DP280077
covered by
Subdivision Certificate No. 14.2019.609.

Execution by Camden Council:

Execution by Camden Council:	
Signature:	
Signed by:	Daniel Streater
<small>Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.</small>	
Authority of Officer:	Manager Certification
Witness Signature:	
Name of Witness:	Sugule Mohamed
Address of Witness:	70 Central Ave Oran Park NSW 2570

(DOC. 2)

(Sheet 6 of 7 Sheets)

Plan: **DP280077**

Plan of Subdivision of Lot 3 in DP280077
covered by
Subdivision Certificate No. 14.2019.609.

I certify that the attorney signed this instrument in my presence.

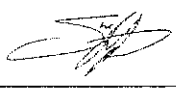
Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:



Digitally signed by
Natasha Issac
Date: 2022.02.24
16:06:01 +11'00'

Signature of attorney:



Digitally signed by
Simon Lawton
Date: 2022.02.24
16:03:49 +11'00'

Name of witness:

Natasha Issac

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

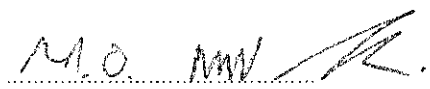
Power of attorney: Book 4793

No 57

This document was signed in counterpart and witnessed over audio visual link in accordance with Section 14G of the Electronic Transactions Act 2000.

EE Reference:
URS26082, UML8686

Date: 24/02/2022


Signature of witness to final sheet
Issue D

Plan: **DP280077**

Plan of Subdivision of Lot 3 in DP280077
covered by
Subdivision Certificate No. 14.2019.609.

Signed by the attorneys named below who signed this instrument pursuant to the power of attorney specified for Perich Property Pty Ltd (ACN 001 253 587)

Signature of Attorney: *Nathan Whisham* Signature of Attorney: *Michael Owens*

Name of Attorney: *NATHAN WHISHAM* Name of Attorney: *MICHAEL OWENS*

Power of Attorney Book 4767 Number: 281 Power of Attorney Book 4767 Number: 281

Witness Signature: *[Signature]* Witness Signature: *[Signature]*

Print Name: *SHAWN VAN DUIN* Print Name: *SHAWN VAN DUIN*

Address of Witness: *Corner ORAN PARK DR & PETER BRUCH DR ORAN PARK NSW 2570* Address of Witness: *Corner ORAN PARK DR & PETER BRUCH DR ORAN PARK NSW 2570*

REGISTERED  09.06.2022

[Signature]
Camden Council Authorised Person

[Signature]
Signature of witness to final sheet
Issue D

Lodger Details

Lodger Code 502740G
Name GRACE LAWYERS PTY LIMITED
Address L 12, 160 SUSSEX ST
SYDNEY 2000
Lodger Box 1W
Email GUY.BARKER@GRACELAWYERS.COM.AU
Reference 240609 SP102010

Land Registry Document Identification

AT899318

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP102010	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP102010
Other legal entity

Meeting Date

15/11/2023

Added by-law No.

Details BY-LAW 1 TO 21.1

Repealed by-law No.

Details BY-LAW 1 TO 20.2

Amended by-law No.

Details NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP102010

Signer Name JESSICA BATES

Signer Organisation GRACE LAWYERS PTY LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 13/03/2024

Form: 15CH
Release: 2.2

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP 102010		
(B) LODGED BY	Document	Name, Address or DX, Telephone, and Customer Account Number if any Grace Lawyers PO Box Q112, QVB NSW 1230 (02) 9284 2700; Email: paul.ng@gracelawyers.com.au	CODE CH
	Collection		
	Box	Email:	
		Reference:	

- (C) The Owners-Strata Plan No. 102010 certify that a special resolution was passed on 15/11/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 1-20.2
 Added by-law No. 1-21.1
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 As per Annexure "A" to consolidation/change of bylaws.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 102010 was affixed on 11/1/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *L. Zaubzer*
Name: Lani Zaubzer
Authority: Managing Agent

Signature:
Name:
Authority:



Annexure A

RESIDENTIAL STRATA BY-LAWS

STRATA PLAN 102010

Strata Subdivision of Precinct Development Lot 4 in DP280077 known as Metro Precinct
1, Fordham Way, Oran Park



Contents

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1.5	Applications and complaints
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1.7	Inconsistency
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2.1	Purpose
2.2	Who must comply with the by laws?
3	Precinct Management Statement
3.1	Purpose
3.2	Who must comply with the Precinct Management Statement
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8.2	Obligation to comply
9	Works

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- 20 Restricted Subsidiary Body Property**
- 20.1 Powers of Precinct Association
- 20.2 Restricted Use Rights over Restricted Subsidiary Body Property
- 21 Additional By Laws**
- 21.1 Minor Renovations

Instrument setting out the detail of by-laws to be created upon registration of the Strata Plan

1. DEFINITIONS AND INTERPRETATION

1.1. Statutory definitions

In this instrument a word or expression has the meaning given to it in the Management Act if it is:

- (a) defined in that Act; and
- (b) used but not defined in this instrument.

1.2. Further definitions

In this instrument, unless the context clearly indicates otherwise:

Advertising means any sign, placard, banner, notice or other marketing material.

Affected Lot has the meaning given to it in by-law 5.11(a).

Air Conditioning System means air conditioning plant and associated pipes, wires, cables and ducts installed at any time.

Assistance Animal has the meaning it has in section 9 of the Disability Discrimination Act 1992 (Cth).

Authority means any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.

Balcony includes any area described in the Strata Plan, or other applicable document, as a balcony, terrace, winter garden, loggia or courtyard.

Building means the building constructed within the Strata Parcel.

Building Manager has the meaning given to it in by-law 15.1.

Building Management Agreement has the meaning given to it in by-law 15.1.

Building Works mean works, alterations, additions, damage or repairs to or removal or replacement of:

- (a) Common Property structures including the Common Property walls (which includes windows and doors in those walls), floor and ceiling enclosing a Lot;
- (b) the structure of a Lot;
- (c) Common Property services; and
- (d) services in the Building, whether or not they are for the exclusive use of a Lot, and may include:
- (e) Minor Renovations,

however Building Works does not include:

- (f) minor fit out works inside a Lot that are not Minor Renovations; and

(g) Cosmetic Work.

Car Space means any Lot to be used for the parking of vehicles in accordance with by-law 14.

Common Property means the common property in the Strata Scheme.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Community Association means the community association constituted and established on the registration of the Community Plan.

Community Development Lot means Lot 8 in the Community Plan.

Community Plan means the community plan DP270899.

Cosmetic Work has the meaning given in section 109 of the Management Act.

Council means Camden Council.

Developer means Greenfields Development Company No 2 Pty Limited (ACN 133 939 965) and its successors and assigns and any persons authorised by it.

Design Standards means the design standards prescribed for the Precinct Association.

Development Application has the meaning given in the Environmental Planning and Assessment Act 1979 (NSW)

Electricity Supply System means the electricity supply system used in the Strata Scheme.

Emergency Committee has the meaning given to it in by-law 15.3.

Excluded Dog means a "restricted dog" as defined in section 55 of the Companion Animals Act 1998 (NSW).

External Flooring means any timber decking, tiling, grass, pebbles or other surface flooring in a Lot, including on a Balcony, that is installed over a membrane covered concrete floor.

External Screening Device means any louver, shutter or external venetian blind installed on the exterior surface of a Lot or Common Property, whether operated manually or otherwise.

Growth Centres SEPP means State Environmental Planning Policy (Sydney Regional Growth Centres) 2006.

Itinerant Use means short-term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including:

- (a) to short-term tourists or backpackers; and
- (b) apartment hotels, bed and breakfast facilities or rental cabins.

LEP means the Camden Local Environmental Plan 2010.

Lot means a lot in the Strata Plan.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Mechanical Ventilation System means mechanical ventilation plant and associated pipes, wires, cables and ducts installed at any time.

Minimum Lease Term means a period of more than three (3) months.

Minor Renovations has the meaning given in section 110 of the Management Act.

Occupier means:

- (a) a lessee;
- (b) a licensee; or
- (c) other person, not being an Owner, lessee or licensee that is in lawful occupation, of a Lot.

Owner means:

- (a) a person registered or entitled to be registered as proprietor;
- (b) a mortgagee in possession; or
- (c) a covenant chargee in possession, of a Lot.

Owners Corporation means the Owners Corporation constituted on registration of the Strata Plan.

Planter Boxes means the planter boxes (if any) attached to the exterior of a Balcony.

Precinct Association has the meaning given to it in the Precinct Management Statement.

Precinct Facility has the meaning given to it in the Precinct Management Statement.

Precinct Management Statement means the precinct management statement registered with the Precinct Plan.

Precinct Plan means the precinct plan DP280077.

Precinct Property has the meaning given to it in the Precinct Management Statement.

Recreational Facilities means any barbeque area, meeting room, dining area, playground, fitness equipment or other similar facility located on the Common Property.

Refurbish includes but is not limited to any of the following:

- (a) the treatment of Common Property by repairing, painting, staining, polishing or otherwise, as applicable;
- (b) the replacement of any floor covering in Common Property, including carpet and floor tiles which are considered in need of replacement; and
- (c) the replacement of loose furnishings and chattels which are considered in need of replacement.

Restricted Subsidiary Body Property includes those items set out in by-law 20.2.

Restricted Subsidiary Body Property By-law means a by-law the effect of which is that the use of a part of the Common Property identified in the by-law is restricted to the Precinct Association.

Restricted Use Rights means the rights created by a Restricted Subsidiary Body Property By-law.

Rules has the meaning given to it in by-law 16.1.

Security Key means a key, card, fob, proximity reader or other device used to open and close doors, gates and other means of regulating ingress and egress into and out of the Strata Parcel.

Selling and Leasing Activities means the activities relating to the sale, including sale by auction, and leasing of Lots.

Shared Accessway means the area marked (R) on the Strata Plan. Storage Space has the meaning given to it in by-law 11.3(a).

Strata Manager means a strata managing agent appointed under the Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

Strata Parcel means the land the subject of the Strata Scheme.

Strata Plan means the strata plan with which this instrument is registered.

Strata Scheme means the strata scheme created on registration of the Strata Plan.

Subsidiary Body has the meaning given to it in the Precinct Management Statement.

Wardens has the meaning given to it in by-law 15.3(b).

Window Dressing means a curtain, blind, shutter or any other item or material that screens the window of a Lot.

Zone means B2 Local Centre Zone under the Growth Centres SEPP.

1.3. Interpretation

In this instrument, unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (b) including is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) the word vary means add to, delete from or cancel;
- (e) maintain and maintain in good condition includes keep clean and tidy, repair as necessary and replace as necessary;
- (f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

- (g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (i) a reference to a corporation includes its successors and permitted assigns;
- (j) a reference to a document is a reference to a document of any kind including a plan;
- (k) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the body or authority referred to;
- (l) a reference to any legislation or legislative provision includes any statutory modification of or substitution for that legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (m) a reference to a time is to that time in Sydney;
- (n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (o) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done;
- (p) a word that is derived from a defined word has a corresponding meaning;
- (q) the singular includes the plural and vice-versa; and
- (r) words importing one gender include all other genders.

1.4. Headings and Index

By-law headings are inserted for convenience and do not affect the interpretation of this instrument.

1.5. Applications and complaints

- (a) Owners and Occupiers must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager.
- (b) Owners and Occupiers acknowledge that they are bound by the Precinct Management Statement and should contact the Building Manager, or if there is no Building Manager, Strata Manager to obtain a copy of the Precinct Management Statement.
- (c) Any notice, demand, approval, request or other communication under this instrument must be in writing.

1.6. Consents by the Owners Corporation

- (a) Consent by the Owners Corporation to a request by an Owner or Occupier may be given on conditions and those conditions must be complied with by the Owner or Occupier receiving the consent.
- (b) The Owners Corporation may, in the exercise of its absolute discretion, revoke a consent it has given if such revocation is practicable.

1.7. Inconsistency

- (a) If a by-law (in whole or part) is inconsistent with the Precinct Management Statement, the Precinct Management Statement prevails to the extent of any such inconsistency.
- (b) If there is an inconsistency between a by-law and the Precinct Management Statement, the Owners Corporation must promptly amend the inconsistent by-law to make it consistent with the Precinct Management Statement.

2. ABOUT THE BY-LAWS

2.1. Purpose

The by-laws regulate the day-to-day management and operation of the Strata Parcel and are an essential document for the Owners Corporation and each Owner and Occupier.

2.2. Who must comply with the by-laws?

- (a) Owners and Occupiers must comply with the by-laws.
- (b) The Owners Corporation must comply with the by-laws.

3. PRECINCT MANAGEMENT STATEMENT

3.1. Purpose

The Precinct Management Statement:

- (a) regulates the management and operational issues affecting the Community Development Lot; and
- (b) contains requirements (in addition to the by-laws) which Owners, Occupiers and the Owners Corporation must comply with including:
 - (i) requirements for the use and operation of Precinct Property;
 - (ii) the apportionment of costs for Precinct Facilities; and
 - (iii) insurance requirements.

3.2. Who must comply with the Precinct Management Statement

- (a) Owners, Occupiers and the Owners Corporation must comply with the Precinct Management Statement.
- (b) Nothing in the by-laws affects the obligation of the Owners Corporation and each Owner and Occupier to comply with the Precinct Management Statement.

- (c) Owners or Occupiers must not do anything that would or may cause the Owners Corporation to fail to comply with, or be in breach of, the Precinct Management Statement.

3.3. Consents under the Precinct Management Statement

- (a) Nothing in the by-laws gives Owners, Occupiers or the Owners Corporation consent to do anything which is prohibited or regulated by the Precinct Management Statement.
- (b) A consent under the by-laws does not relieve Owners, Occupiers or the Owners Corporation from obligations to obtain consents under the Precinct Management Statement.

4. BEHAVIOUR OF OWNERS AND OCCUPIERS AND INVITEES

4.1. General obligations

Owners and Occupiers must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and peaceful enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) do anything, or use the Lot for any purpose, that may cause a nuisance or hazard;
- (c) use language or behave in a way that might offend or embarrass another Owner or Occupier or their invitees or any person lawfully using Common Property;
- (d) smoke cigarettes, e-cigarettes, vaporizers, tobacco, cigars, pipes or other substances while on Common Property or allow smoke from them to enter or penetrate the Common Property or any other Lot;
- (e) obstruct the legal use of Common Property by any person, except on a temporary and non-recurring basis; or
- (f) do anything in the Building which is illegal.

4.2. Laws

- (a) Owners and Occupiers must:
 - (i) comply with the by-laws and the Precinct Management Statement;
 - (ii) comply, on time and at their own cost, with all laws relating to:
 - (A) their Lot and the use of their Lot; and
 - (B) Common Property to which an Owner has a licence, lease or a right to use under a Common Property Rights By-Law;
 - (iii) ensure that their respective Lot is not used for any purpose that:
 - (A) is prohibited by law;

- (B) is not in accordance with the conditions of any development consent applicable to that Lot;
- (C) contravenes the essential safety of the Building including, but not limited to, fire evacuation requirements;
- (iv) ensure that:
 - (A) no more than two (2) adults shall occupy any bedroom in a Lot and no bedroom may contain more than two beds (excluding cots and bassinets for children); and
 - (B) the total number of adults residing in a Lot must not exceed twice the number of Council approved bedrooms in that Lot,

subject to clause 36 of the Strata Schemes Management Regulation 2016.

- (b) The laws with which the Owners and Occupiers must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Authorities.

4.3. Invitees

Owners and Occupiers must:

- (a) take all reasonable actions to ensure that their invitees:
 - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property or the Building; and
 - (ii) comply with the by-laws and the Precinct Management Statement;
- (b) make their invitees leave the Building if they do not comply with the by-laws or the Precinct Management Statement;
- (c) accompany their visitors at all times, except when they are entering or leaving the Building; and
- (d) not allow any other person to do anything which they cannot do under the by-laws or the Precinct Management Statement.

5. OBLIGATIONS IN RELATION TO LOT

5.1. General obligations

Owners and Occupiers must:

- (a) keep their Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration, made under the by-laws or the Precinct Management Statement, to or which services the Lot; and
- (c) notify the Owners Corporation if the use of a Lot changes in a way which may affect insurance policies or premiums for the Strata Scheme.

5.2. Consent from the Owners Corporation

Subject to the by-laws, Owners and Occupiers must have consent from the Owners Corporation to:

- (a) carry out Building Works which will affect the external appearance of the Building;
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in their Lot if they are visible from outside the Lot or the Building;
- (c) install an intruder alarm with an audible signal; and
- (d) do any other thing where consent is required under the Precinct Management Statement.

5.3. Window Dressings

- (a) Owners and Occupiers must not, except with the prior written approval of the Owners Corporation, alter or replace Window Dressings.
- (b) If Windows Dressings are altered or replaced by Owners or Occupiers in accordance with clause 5.3(a), then clauses 5.3(c) and 5.3(d) apply.
- (c) Owners and Occupiers acknowledge that the Design Standards prescribed for the Precinct Association apply to any Window Dressings on any part of the Strata Parcel if no design standards have been set by the Community Association.
- (d) Owners and Occupiers must comply with the Design Standards in relation to any Window Dressings.

5.4. Cleaning windows, doors, Window Dressings and External Screening Devices

- (a) Subject to by-law 5.4(b) Owners and Occupiers are responsible for cleaning (and do so at their own risk) all interior and exterior surfaces of:
 - (i) glass in windows and doors on the boundary of the Lot;
 - (ii) any Window Dressings on the boundary of a Lot and which exclusively services the Lot; and
 - (iii) any External Screening Device on the boundary of the Lot and which exclusively services the Lot,including any that is Common Property, to ensure that the good appearance of the Building is maintained.
- (b) The Owners Corporation must clean the external glass in windows and doors, and the exterior of any External Screening Device, that cannot be safely accessed in the Building.

5.5. Appearance of Lot

Owners and Occupiers must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

5.6. Aerials and television antenna

- (a) Subject to the Precinct Management Statement, Owners and Occupiers must not install on any part of the Common Property (or on any part of a Lot that is visible from outside that Lot) any radio or television aerial, satellite or any receiving or transmitting device or associated wires. The Owners and Occupiers acknowledge that the Owners Corporation may install on part of the Common Property such equipment.
- (b) Owners and Occupiers must not operate from the Strata Parcel any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

5.7. Hanging washing

Owners and Occupiers must not, except with the prior approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other similar article on any part of their Lot or on Common Property in such a way as to be visible from outside the Lot.

5.8. Water Rated Appliances and Fittings

Owners and Occupiers must ensure that any of the following appliances and fittings installed in a Lot have a WELS star rating of no less than:

- (a) 6 stars for kitchen and bathroom taps;
- (b) 5 stars for dishwashers; and
- (c) 3 stars for clothes washing machines.

5.9. Electrical equipment

- (a) Owners and Occupiers must not install any electrical equipment in their Lot which overloads, or may overload, the Electricity Supply System.
- (b) If an Owner or an Occupier installs any electrical equipment in their Lot in breach of this by-law, the Owner or the Occupier must pay to the Owners Corporation all costs incurred in repairing the Electricity Supply System and any other damage to the Building.
- (c) The Owner or the Occupier must immediately disconnect and remove from the Lot any electrical equipment which overloads, or in the reasonable opinion of the Owner or the Occupier is likely to overload, the Electricity Supply System.

5.10. Floor coverings

- (a) Owners and Occupiers must ensure that all floor space within their Lot is covered or otherwise treated to an extent sufficient to prevent the transmission of any noise from the floor space which is likely to disturb the peaceful enjoyment of another Owner or Occupier.
- (b) This by-law 5.10 does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

5.11. External flooring

- (a) An Owner is responsible, at its expense, for the proper maintenance of and keeping in a state of good and serviceable repair any External Flooring within its Lot (Affected Lot).
- (b) An Owner must not, except with the prior approval of the Owners Corporation, remove or replace External Flooring or otherwise interfere with, or damage, any protective membrane located beneath External Flooring.
- (c) An Owner of an Affected Lot must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out the Owner's failure to comply with this by-law 5.11.

5.12. Outdoor furniture and other items

- (a) Owners and Occupiers must not place or maintain outdoor furniture, planter boxes, pot plants, recreational equipment or barbecues on the Balcony of a Lot unless:
 - (i) the item will not cause damage to a Lot or Common Property; and
 - (ii) the item is not dangerous,and then only in such a location that any item will not fall or be capable of falling or being blown by the wind off the Balcony, or otherwise cause a hazard to people or property.
- (b) The Owners Corporation may require an Owner or Occupier, at the Owner's cost, to temporarily remove items that are not Common Property from a Balcony so that the Owners Corporation may inspect, repair or replace Common Property.

5.13. Planter Boxes

- (a) Owners and Occupiers must not:
 - (i) place or maintain any vegetation, recreational equipment or other chattel or item on or in a Planter Box;
 - (ii) alter, vary or change the plants in a Planter Box;
 - (iii) hang any item or other chattel on any part of a Planter Box or in such a way as to be visible from outside the Lot;

- (iv) climb on a Planter Box or use a Planter Box in any way which may be, or may be considered to be, likely to cause a hazard or dangerous to people or property; and
 - (v) place any item in a Planter Box which may be capable of falling, or being blown by the wind off the Planter Box or otherwise cause, or be likely to cause, a hazard to people or property.
- (b) Owners and Occupiers who clean, or engage any other person to clean, a Planter Box do so at their own risk.
- (c) An Owner of a Lot containing a Planter Box must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out the Owner's failure to comply with this by-law 5.13.

5.14. Keeping of animals

- (a) Subject to section 139(5) of the Management Act, an Owner or Occupier must not, except with the prior approval of the Owners Corporation (which may be given subject to conditions), keep any animal on their Lot or on Common Property, except:
- (i) up to:
 - (A) two (2) dogs;
 - (B) two (2) cats; or
 - (C) one (1) dog and one (1) cat,with a combined weight of no more than twenty (20) kilograms (and excluding an Excluded Dog);
 - (ii) a small caged bird; or
 - (iii) fish in an aquarium.
- (b) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot.
- (c) If an Owner or Occupier is permitted to keep an animal on their Lot or on Common Property under this by-law 5.14, then the Owner or Occupier:
- (i) must notify the Owners Corporation that the animal is being kept on their Lot or on Common Property and provide the Owners Corporation with a detailed description of the animal including:
 - (A) details of the breed, size and weight of the animal; and
 - (B) a photograph of the animal.
 - (ii) must ensure that the animal is at all times kept under control and usually within the confines of their Lot;

- (iii) must ensure that the animal does not enter any part of Common Property designated by the strata committee as an area on which animals may not enter and, when the animal is on any part of the Strata Parcel other than their Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;
 - (iv) must, when the animal is on any part of the Strata Parcel other than their Lot, carry or keep the animal appropriately tethered and under control;
 - (v) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:
 - (A) any noise caused by the animal which is disturbing to an extent which is unreasonable; and
 - (B) damage to or loss of property or injury to any person caused by the animal;
 - (vi) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Strata Parcel;
 - (vii) must maintain the health and hygiene of the animal so as to prevent the spread of communicable diseases and pests to other animals and people in the Building; and
 - (viii) must, if in the opinion of the strata committee, acting reasonably, the Owner or Occupier is not complying with this by-law 5.14 and the strata committee so requests, remove the animal from the Strata Parcel.
- (d) This by-law 5.14 does not prevent the keeping of an Assistance Animal.
- (e) Owners and Occupiers must not allow a visitor to bring an animal on to the Strata Parcel or Building unless the animal is an Assistance Animal.

5.15. Pest Control

- (a) Subject to by-law 5.15(b), Owners and Occupiers must take all reasonable precautions to keep the Lot free of rodents, vermin, insects, pests, birds and animals.
- (b) Without limiting the generality of by-law 5.15(a), as and when reasonably required by the Owners Corporation, employ, at the Owner's expense, pest exterminators, nominated or approved by the Owners Corporation, to fumigate or treat the Lot so that pest control at the Building is effected in a co-ordinated manner.

6. COMMON PROPERTY

6.1. Restrictions on Owners and Occupiers in relation to Common Property

Owners and Occupiers must not:

- (a) stand or park any motor or other vehicle or permit any invitees of Owners or Occupiers to stand or park any motor or other vehicle on Common Property except with the prior approval of the Owners Corporation;

- (b) obstruct or allow the obstruction of the lawful use of Common Property by any person except on a temporary and non-recurring basis;
- (c) damage any lawn, garden, tree, shrub, plant or flower on Common Property; and
- (d) deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

6.2. Damage to Common Property

- (a) Subject to clause 9.2, Owners and Occupiers must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under by-law 6.2(a) cannot authorise any additions to Common Property.

6.3. Locking devices

- (a) Owners or persons authorised by an Owner may, subject to the Precinct Management Statement and by-law 5.2 and provided the Owner or other person complies with by-law 6.3(b), install:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (ii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed is consistent and compatible with the framing device of the relevant window;
 - (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- (b) Any such locking or other safety device, screen, structure or device referred to in by-law 6.3(a) must:
 - (i) be installed in a competent and proper manner;
 - (ii) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the Owners Corporation;
 - (iii) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and
 - (iv) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.
- (c) Despite section 106 of the Management Act, the Owner of a Lot must:

- (i) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in by-law 6.3(a) that forms part of Common Property and that services that Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in by-law 6.3(a) that forms part of Common Property and that services that Lot.
- (d) The operation of this by-law 6.3 is subject to the provisions of any other applicable by- law.

6.4. Waste disposal

- (a) Owners and Occupiers must:
- (i) promptly remove all waste from their respective Lot;
 - (ii) comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;
 - (iii) drain and securely bag and wrap all waste and place it in a garbage chute or in the appropriate area in a garbage room or in the appropriate receptacle;
 - (iv) not put in a garbage chute:
 - (A) bottles or glass;
 - (B) liquids;
 - (C) items that weigh more than 2.5 kilograms; or
 - (D) boxes or other items that might block the garbage chute; in a garbage room or in the appropriate receptacle;
 - (v) safely and securely wrap all broken glass before placing it in the appropriate area in a garbage room or in the appropriate receptacle;
 - (vi) drain and clean bottles and make sure they are not broken before placing them in the appropriate area in a garbage room or in the appropriate receptacle;
 - (vii) contact the Building Manager or, if there is no Building Manager, the Strata Manager to arrange removal of large articles of waste, large quantities of recyclable material or liquids that are poisonous or environmentally dangerous;
 - (viii) not deposit or leave waste on:
 - (A) Common Property other than in the appropriate area in a garbage room or in the appropriate receptacle; or
 - (B) in an area of a Lot which is visible from outside the Lot; and

- (ix) immediately remove any spilt waste on Common Property and clean that part of Common Property.

6.5. Storage of inflammable liquids and other substances and materials

- (a) Owners and Occupiers must not, except with the prior approval of the Owners Corporation, use or store on the Strata Parcel any inflammable chemical, liquid, gas or other material.
- (b) This by-law 6.5 does not apply to:
 - (i) any chemical, liquid, gas or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of their Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbecue gas cylinders up to a maximum size of 4.5kg; or
 - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

6.6. Moving heavy equipment and other objects

- (a) Owners and Occupiers must:
 - (i) make arrangements with the Owners Corporation at least 48 hours before moving any heavy or bulky equipment, furniture, plant, machinery and/or other large articles through the Strata Parcel;
 - (ii) use the lift nominated by the Owners Corporation (with protective wall blankets fitted), to move any heavy or bulky equipment, furniture, plant, machinery and/or other large articles;
 - (iii) move any heavy or bulky equipment, furniture, plant, machinery and/or other large articles through the Strata Parcel according to the instructions of the Owners Corporation and the Rules; and
 - (iv) comply with the reasonable requirements of the Owners Corporation in relation to moving any heavy or bulky equipment, furniture, plant, machinery and/or other large articles through the Strata Parcel.
- (b) If the Owners Corporation appoints a Building Manager then Owners and Occupiers must make arrangements with the Building Manager and comply with their instructions and reasonable requirements.

7. TENANCIES

7.1. Requirements for leasing a Lot

- (a) If an Owner leases or licences its Lot (or if an Occupier subleases or licenses the Lot it Occupies) the Owner must:
 - (i) provide the Occupier with a copy of the by-laws;

- (ii) despite the provisions of section 135 of the Management Act ensure that the Occupier, and their invitees, comply with the by-laws and the Precinct Management Statement; and
 - (iii) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the Occupier and its invitees comply as required by by-law 7.1(b) or leave the Building.
- (b) An Owner or Occupier must not use a Lot for any purpose that is not in keeping with the original theme, design and standard of the Building.

7.2. No Itinerant Use

- (a) Owners and Occupiers must not:
- (i) advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to the by-laws, the Growth Centres SEPP or any applicable law;
 - (ii) lease a Lot for an Itinerant Use unless permitted by law; and
 - (iii) lease a Lot for less than the Minimum Lease Term unless permitted by law.
- (b) In addition to the requirements of sections 258 and 259 of the Management Act, an Owner will give to the Owners Corporation, in respect of a Lot, a notice specifying:
- (i) the names of any Occupiers;
 - (ii) the period of an Occupiers occupancy; and
 - (iii) the date of anticipated termination of the occupancy for each Occupier.

7.3. Itinerant Use

- (a) Owners and Occupiers acknowledge and agree that:
- (i) the Strata Scheme is located within the Zone;
 - (ii) under the Growth Centres SEPP, development consent is required for all uses within the Zone except for home occupations;
 - (iii) use of a Lot within the Zone for purposes such as boarding houses, and hotel or motel accommodation, is a purpose for which development consent is necessary; and
 - (iv) Council has the responsibility for enforcing the Growth Centres SEPP.
- (b) Owners and Occupiers who wish to use a Lot:
- (i) for an Itinerant Use; or
 - (ii) for a use referred to in by-law 7.3(a)(iii) or any other use which is not a use permitted without consent in the Zone) must:

- (A) lodge a Development Application with Council (or other relevant Authority);
 - (B) provide a copy of the Development Application to the Owners Corporation;
 - (C) obtain all necessary approvals from the Council (and any other relevant Authority) to carry out the use referred to in by-law 7.3(b)(i) or 7.3(b)(ii); and
 - (D) provide, to the Owners Corporation, a copy of the notice of determination of the Development Application from Council, and approvals or rejections from any other relevant Authority.
- (c) If an Owner or Occupier cannot, at the request of the Owners Corporation, provide the Owners Corporation with a development consent required under the LEP to carry out an Itinerant Use or a use referred to in by-law 7.3(a)(iii), then:
- (i) an Owner or Occupier may be prosecuted by Council and may thereafter receive substantial fines; and
 - (ii) an Owner may be restrained by a court order from using a Lot for such purposes.

8. DESIGN STANDARDS

8.1. Adoption

The Owners Corporation adopts the Design Standards.

8.2. Obligation to comply

The Owners Corporation, the Owners and Occupiers must comply with the Design Standards.

9. WORKS

9.1. External Screening Devices

- (a) Subject to the by-laws and the Precinct Management Statement, Owners and Occupiers must not, except with the prior approval of the Owners Corporation, install any External Screening Device.
- (b) The Owners Corporation must not unreasonably withhold consent, under by-law 9.1(a), where the External Screening Device is proposed to be located on the boundary of the Lot to exclusively service that Lot.
- (c) If the Owners Corporation provides consent, under by-law 9.1(a), then:
 - (i) the Owner or Occupier must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the installation work contemplated by this by-law 9.1 and the use of the result of the installation, including the Owner or

Occupiers ongoing maintenance and repair obligation under by-laws 9.1(e); and

- (ii) the Owner or Occupier must ensure that neither the carrying out of the installation work nor the use of the result of the installation work:
 - (A) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (B) damages or interferes with any Common Property that is a part of a wall or any other boundary between Lots;
 - (C) damages or interferes with any waterproofing or other membrane whether Common Property or otherwise;
 - (D) detrimentally affects the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; or
 - (E) voids any warranties that the Owners Corporation or another Owner or Occupier is entitled to; and
 - (iii) the Owner must obtain the consent of all Authorities whose consent is required by law.
- (d) Owners and Occupiers desiring to exercise rights under this by-law 9.1 must:
- (i) before doing any installation work:
 - (A) give notice to the Owners Corporation;
 - (B) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the installation work to be carried out; and
 - (C) provide copies of all relevant Authority approvals required by law to the Owners Corporation;
 - (ii) comply with the reasonable requirements of the Strata Manager about the times and means by which access to the Building is obtained and the installation work is carried out;
 - (iii) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;
 - (iv) ensure that tradespeople and any persons involved in doing the installation work comply with the reasonable requirements of the Strata Manager about the times and means by which access to the Building is obtained and the installation work is carried out;
 - (v) not damage Common Property;
 - (vi) repair any damage caused to Common Property or the property of another Owner or Occupier; and

- (vii) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots.
- (e) Owners and Occupiers who install an External Screening Device are responsible for the proper maintenance of and keeping in a state of good and serviceable repair the External Screening Device to ensure that the good appearance of the Building is maintained.
- (f) The Owners Corporation is not responsible for the repair or replacement of any External Screening Device installed under this by-law 9.1.

9.2. Building Works

- (a) Subject to the by-laws and the Precinct Management Statement, Owners and Occupiers must not carry out Building Works except with the consent of the Owners Corporation.
- (b) The Precinct Management Statement regulates the carrying out of Building Works in the Building and Owners and Occupiers must comply with the provisions of the Precinct Management Statement.
- (c) If Building Works are Minor Renovations then, subject to the Precinct Management Statement, consent from the Owners Corporation is required to be obtained by way of a simple majority resolution of the Owners Corporation.
- (d) For Building Works that are not Minor Renovations and involve or affect Common Property, consent from the Owners Corporation is required to be obtained by way of a special resolution of the Owners Corporation.
- (e) Cosmetic Works do not need consent from the Owners Corporation but otherwise require compliance with the following by-laws before the works commence (with the following by-laws to be read as if references to Building Works are references to Cosmetic Works):
 - (i) by-law 9.2(f);
 - (ii) by-law 9.2(1); and
 - (iii) by-law 9.2(m).
- (f) Before an Owner or Occupier carries out Building Works it must:
 - (i) obtain necessary consents from the Owners Corporation and any relevant Authority;
 - (ii) obtain any necessary consents under the Precinct Management Statement;
 - (iii) ascertain from the Building Manager or, if there is no Building Manager, the Strata Manager, where service lines, pipes and conduits are located;
 - (iv) obtain consent from the Owners Corporation if the Owner or Occupier proposes to interfere with or interrupt services; and

- (v) give the Owners Corporation a written notice describing what Building Works it proposes to do at least 14 days before the start of the Building Works.
- (g) Owners and Occupiers must make a written application to the Owners Corporation for consent under this by-law 9.2 and the application must:
 - (i) include enough information to give the Owners Corporation a clear understanding of the Building Works proposed to be carried out; and
 - (ii) include plans and specifications for the Building Works (and such other information as the Owners Corporation may require).
- (h) If Building Works involve or affect Common Property services or services in the Building (whether or not they are for the exclusive use of a Lot), Owners and Occupiers carrying out such Building Works must appoint the contractor nominated by the Owners Corporation, being, where available, the original base-building services contractor, to carry out the Building Works. The purpose of this requirement is to endeavour to ensure the relevant warranties under the original contract for the installation of the Common Property Service are maintained.
- (i) Owners and Occupiers must supply all information requested by the Owners Corporation in a reasonable time and the Owners Corporation may refuse an application where there is a failure by an Owner or Occupier to take such action.
- (j) The Owners Corporation may make conditions if it gives consent under this by-law 9.2 and the Owner or Occupier must comply with those conditions.
- (k) The Owners Corporation must:
 - (i) make a decision about an application for Building Works within one month of receiving an application and all further information requested by the Owners Corporation required to make a decision about the application; and
 - (ii) immediately advise the Owner or Occupier in writing of its decision and any conditions that apply to its decision.
- (l) Owners and Occupiers that carry out Building Works that do not involve or affect Common Property services or services in the Building (whether or not they are for the exclusive use of a Lot), must:
 - (i) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
 - (ii) carry out the Building Works in a proper and workmanlike manner; and
 - (iii) repair any damage caused to Common Property or the property of another Owner or Occupier in connection with the Building Works.
- (m) An Owner or Occupier must, before the commencement of any Building Works:

- (i) arrange with the Owners Corporation a suitable time and means by which to access the Building for purposes associated with those Building Works;
- (ii) comply with the reasonable requirements of the Owners Corporation about the time and means by which access may be had to the Building; and
- (iii) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Building.

9.3. Refurbishment of Common Property

The Owners Corporation has the power to Refurbish Common Property.

10. SYSTEMS

10.1. Air Conditioning System

The Owner of a Lot, where an Air Conditioning System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning System on the following conditions:

- (a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 10 and the use of the Air Conditioning System;
- (b) the Owner must comply with all requirements of any Authority in connection with the Air Conditioning System, including:
 - (i) the Air Conditioning System must be inaudible in a habitable room during the hours of 10pm and 7am on weekdays and 10pm to 8am on weekends and public holidays; and
 - (ii) emit a sound pressure level when measured at the boundary of any neighbouring residential property, at a time other than those specified in (i) above, which exceeds the background (LA90, 15 minutes) by more than 5dBA. The source noise level shall be measured as a LAeq 15 minute.
- (c) the Owner is responsible for the running costs of the Air Conditioning System;
- (d) the Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Air Conditioning System;
- (e) the Owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and

- (f) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air Conditioning System.

10.2. Mechanical Ventilation System

The Owner of a Lot, where a Mechanical Ventilation System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Mechanical Ventilation System on the following conditions:

- (a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 10.2 and the use of the Mechanical Ventilation System;
- (b) the Owner must comply with all requirements of any Authority in connection with the Mechanical Ventilation System;
- (c) the Owner is responsible for the running costs of the Mechanical Ventilation System;
- (d) the Owner is responsible for the maintenance of, and keeping in a state of good and serviceable repair, the Mechanical Ventilation System;
- (e) the Owner is responsible for the renewal or replacement of the Mechanical Ventilation System, if necessary; and
- (f) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Mechanical Ventilation System.

10.3. Provision of amenities or services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (i) security services; and
 - (ii) window cleaning;
 - (iii) garbage disposal and recycling services;
 - (iv) electricity, water or gas supply;
 - (v) telecommunication services (for example, cable television); and
 - (vi) other essential services.
- (b) If the Owners Corporation makes a resolution referred to in by-law 10.3(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which it will provide the amenity or service.

11. SECURITY, FIRE AND INSURANCE

11.1. Matters relating to security

- (a) The Owners Corporation must take reasonable steps to:
 - (i) stop intruders coming into the Building; and
 - (ii) prevent fires and other hazards.
- (b) The Owners Corporation must maintain and operate on Common Property audiovisual security cameras and other audiovisual surveillance equipment for the security of the Building, and make arrangements with third parties about the maintenance and monitoring of such equipment.
- (c) Owners and Occupiers must not:
 - (i) interfere with the security equipment installed by the Owners Corporation; or
 - (ii) do anything that might prejudice the security or safety of the Building or its occupants.
- (d) Owners and Occupiers must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

11.2. Security Keys and alarms

- (a) The Owners Corporation must make available to Owners and Occupiers not less than one set of Security Keys per Lot (plus an additional set for each Car Space attached to a Lot) necessary to enable Owners and Occupiers to access the Building.
- (b) The Owners Corporation may charge a fee or request a bond for the provision of:
 - (i) an additional set of Security Keys; or
 - (ii) a replacement set of Security Keys.
- (c) Each Owner and Occupier to whom a Security Key is made available must:
 - (i) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;
 - (ii) keep a current schedule showing the name, residential addresses and after hours contact telephone numbers of all persons who hold Security Keys to the Building and make this schedule available to the Owners Corporation on request by the Owners Corporation;
 - (iii) not duplicate or permit any Security Key to be duplicated;
 - (iv) take all reasonable steps to ensure that Security Keys are not lost;
 - (v) immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and

- (vi) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Key.
- (d) An Owner or Occupier must not install a security alarm on their Lot without the consent of the Owners Corporation. The Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on their Lot if:
 - (i) the alarm has "back to base" facilities;
 - (ii) the alarm is silent; and
 - (iii) the alarm does not have flashing lights.

11.3. Fire safety requirements

- (a) In order to comply with the relevant Australian Standard at the date of registration of the Strata Plan, an Owner or Occupier whose Lot comprises a space for the storage of items (Storage Space) must not store items within 500 mm of any fire sprinkler heads within the Storage Space.
- (b) Owners and Occupiers, once notified by the Owners Corporation, must comply with any changes to the relevant Australian Standard referred to in by-law 11.3(a).
- (c) Owners and Occupiers must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may:
 - (i) affect the operation of the fire safety devices in the Strata Parcel;
 - (ii) reduce the level of the fire safety in the Strata Parcel or Common Property; or
 - (iii) invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

11.4. Insurance

If pursuant to by-law 11.3(c) an Owner or Occupier does something which increases or may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner must:

- (a) pay to the Owners Corporation any such increase in premium within 7 days of notification by the Owners Corporation that payment is required; and
- (b) comply with any other reasonable condition imposed by the Owners Corporation so the premium for any insurance policy does not further increase.

11.5. Work, health and safety

- (a) Owners and Occupiers of a Lot must not create any hazard that may breach work, health and safety standards. This by-law 11.5 refers to work, health and safety standards provided for in any relevant Australian Standards or under the provisions of the Work Health and Safety Act 2011 (NSW).
- (b) This by-law 11.5 refers to matters like:

- (i) safe balustrade heights;
 - (ii) safety around pools;
 - (iii) safe driving in car parks; and
 - (iv) weight and positioning of planters on Balconies.
- (c) If an Owner or Occupier of a Lot has any concerns in relation to this by-law 11.5 they should discuss such issues with the Strata Manager or Building Manager if one has been appointed.

12. ADVERTISING AND SELLING AND LEASING ACTIVITIES

- (a) Owners and Occupiers must not, except with the prior approval of the Owners Corporation, erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or Common Property or from outside the Strata Parcel.
- (b) The Developer can, until the Developer completes the sale of all land forming part of the Community Development Lot and without obtaining the approval of the Owners Corporation:
- (i) erect, display, affix or exhibit Advertising in connection with Selling and Leasing Activities on Common Property, or on any Lot of which the Developer is the Owner or Occupier;
 - (ii) use any Lot of which the Developer is the Owner or Occupier as a display unit in connection with Selling and Leasing Activities;
 - (iii) conduct Selling and Leasing Activities on Common Property, or on any Lot of which the Developer is the Owner or Occupier; and
 - (iv) hold events and functions in connection with Selling and Leasing Activities on Common Property, or on any Lot of which the Developer is the Owner or Occupier.
- (c) In conducting the activities referred to in by-law 12(b), the Developer must:
- (i) use reasonable endeavors to ensure that Owners or Occupiers are caused as little inconvenience as is reasonably practicable; and
 - (ii) cause any damage resulting from those activities to be repaired on a timely basis and in a proper and workmanlike manner.
- (d) During the period that the Developer is entitled to conduct Selling and Leasing Activities, invitees of the Developer (such as selling agents and prospective purchasers) are permitted to park in visitor car spaces in the Building, including any visitor car spaces on Common Property.

13. STORAGE

- (a) If a Lot comprises a Storage Space, such space must not be used for any other purpose including:
- (i) as an area for parking vehicles;

- (ii) for the washing of vehicles or equipment;
 - (iii) for the carrying out of mechanical or other repairs; or
 - (iv) to park boats, caravans or trailers.
- (b) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install or erect any storage facility, whether fixed or moveable, within a Storage Space.
- (c) The Owners Corporation is not responsible for:
 - (i) anything stolen from a Storage Space; or
 - (ii) damage to any item in a Storage Space, including, damage to any item being placed or removed from the Storage Space.

14. CAR SPACES

- (a) A Car Space must only be used for the parking of registered and operational motor vehicles and motorcycles:
 - (i) wholly within the Car Space; and
 - (ii) less than 2.3m in height, such height to be determined by:
 - (A) the Owners Corporation; or
 - (B) if the initial period (as defined in the Management Act) of the Strata Scheme has not expired, the Developer; and,

must not be used for any other purpose, including:

 - (A) as an area for storage of other items;
 - (B) for the washing of vehicles or equipment;
 - (C) for the carrying out of mechanical or other repairs; or
 - (D) to park boats, caravans or trailers.
- (b) An Owner or Occupier of a Car Space must, in addition to complying with this by-law 14, comply with the Precinct Management Statement.
- (c) A Car Space must not, except with the prior approval of the Owners Corporation, be enclosed.
- (d) The Owners Corporation is not responsible for:
 - (i) anything stolen from a Car Space; or
 - (ii) damage to a motor vehicle, a motor cycle or anything else in a Car Space, including, damage to a motor vehicle or a motor cycle entering or leaving the Car Space.
- (e) An Owner must not part with possession of a Car Space, in whole or in part, without the prior written consent of:

- (i) the Owners Corporation; or
- (ii) if the initial period (as defined in the Management Act) of the Strata Scheme has not expired, the Developer,

which will not be unreasonably withheld.

15. OPERATIONS

15.1. Agreement with Building Manager

- (a) The Owners Corporation has the power under this by-law 15.1 to appoint and enter into an agreement (Building Management Agreement) with an appropriately qualified person (Building Manager) to provide facilities management, asset maintenance, contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.
- (b) The Owners Corporation has the power to grant the Building Manager exclusive use of part of Common Property.

15.2. Licences

- (a) The Owners Corporation has the power to grant licences to Owners and Occupiers and to other third parties to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law 15.2 only by ordinary resolution at a general meeting.
- (b) Licences the Owners Corporation grants under this by-law 15.2 may provide for the following (in addition to other matters):
 - (i) payments under the licence;
 - (ii) the term of the licence;
 - (iii) the permitted uses of the licensed areas;
 - (iv) the maximum number of persons allowed in the licensed area;
 - (v) insurances the licensee must effect; and
 - (vi) cleaning and maintaining the licensed area.

15.3. Emergency Management Committee

- (a) The strata committee of the Owners Corporation has the power to establish an emergency management committee for the Building (Emergency Committee).
- (b) If established, the Emergency Committee must:
 - (i) nominate so many of the Owners or Occupiers that they determine, acting reasonably, are adequate to be trained as fire wardens for the Building (Wardens); and
 - (ii) ensure that the Wardens are trained in accordance with the requirements of the relevant Authority in:

- (A) assisting with the orderly and effective evacuation of the Building during an emergency; and
- (B) the correct and effective use of the portable fire extinguishers located around the Building under real fire conditions.

16. RULES AND ENFORCEMENT

16.1. Rules

- (a) In addition to its powers under the Management Act and under other by-laws, the Owners Corporation has the power under this by-law 16.1 to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and the Common Property, or a part of it (Rules), including but not limited to, that facilities situated on the Common Property may be used only during certain times and on certain conditions.
- (b) The Owners Corporation may vary Rules at any time.
- (c) If a Rule is inconsistent with the Management Act, any by-law or a requirement of an Authority, the Management Act, the by-law or the requirement of an Authority, as the case may be, prevail to the extent of the inconsistency.
- (d) Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

16.2. Breach of by-laws

If an Owner or Occupier defaults, in any way, with the terms and provisions of these by-laws or any condition, notice, requirement or direction of the Owners Corporation or Council, then the Owners Corporation will have the power to:

- (a) demand that the defaulting Owner or Occupier do certain acts or things to remedy the default;
- (b) demand, from the defaulting Owner or Occupier, the payment of money to compensate the Owners Corporation for any loss that it has suffered as a result of the Owner or Occupiers default including, but not limited to, the payment of an administration fee and recover these amounts as a debt due; and
- (c) include reference to any such administration fee, and any other debt under by-law 16.2(b), on any certificate given under section 184 of the Management Act.

16.3. Right to access Lot

- (a) The Owners Corporation has a right to access a Lot upon the giving of written notice to an Owner if it is satisfied that the Owner, or an Occupier, is in breach of the Growth Centres SEPP or the by-laws.
- (b) Upon service of the notice, referred to in by-law 16.3(a), the Owner of a Lot must provide access to the Lot, to the Owners Corporation, by its agents or employees, within twenty-four (24) hours of service of the notice.

16.4. Restricting access

The Owners Corporation may for security reasons or effective control and management of the Building:

- (a) close off or restrict access to parts of Common Property which are not required for access to any Lot or part of a Lot, except those parts of Common Property, if any, that are subject to an easement for public access or exclusive use rights; and
- (b) restrict by security device access to levels in the Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

16.5. False alarms

An Owner or Occupier that causes or contributes to an emergency alarm being activated and an emergency service (such as a fire fighting service) to be dispatched to the Building, in circumstances where there is no emergency, will be responsible to reimburse the Owners Corporation on demand for any false alarm or similar fee rendered to the Owners Corporation.

17. RECREATIONAL FACILITIES

An Owner or Occupier must:

- (a) not use the Recreational Facilities and their surrounds between the hours of 9.00pm and 6.00am (or as amended by the Rules);
- (b) ensure that any person authorised by the Owner or Occupier does not use the Recreational Facilities or their surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;
- (c) ensure that children are not in or around the Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) exercise caution at all times and not behave in any manner that is likely to interfere with the use of the Recreational Facilities by other persons;
- (e) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities;
- (f) at all times be adequately clothed so as not to be likely to offend other persons using the Recreational Facilities or its surrounds; and
- (g) comply with any rules that the strata committee may add or vary with respect to the use of the Recreational Facilities from time to time.

18. ELECTRIC VEHICLE CHARGING STATIONS

18.1. Allocation of car spaces

- (a) Those Common Property car spaces marked "ECP" on the Strata Plan have been designated as charging stations for electric vehicles (ECP Spaces).

- (b) Subject to the requirements of the development consent (No. 2018/710/1) issued by the Council, the Owners Corporation may by resolution in general meeting, determine to vary the number and location of Common Property car spaces so designated.
- (c) The Owners Corporation may by resolution in general meeting adopt rules and procedures for the use of the ECP Spaces.

18.2. Entering into agreements

The Owners Corporation has the authority to, and may enter into an agreement with a service provider in respect of the installation, operation, repair, replacement and maintenance of any equipment required for the use of the ECP Spaces as electric vehicle charging stations.

18.3. Owner or Occupier use of ECP Spaces Owners and Occupiers must:

- (a) not use the ECP Spaces except in accordance with rules and procedures adopted from time to time by the Owners Corporation;
- (b) exercise caution at all times and not behave in any manner that is likely to interfere with the use of the ECP Spaces by other persons;
- (c) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the ECP Spaces; and
- (d) comply with any rules that the strata committee may add or vary with respect to the use of the ECP Spaces from time to time.

19. SEVERANCE

If any by-law or part of any by-law is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the by-law (or where possible, the offending part) is to be severed from the other by-laws without affecting the enforceability, validity or legality of the remaining by-laws (or parts of those by-laws) which will continue in full force and effect.

20. RESTRICTED SUBSIDIARY BODY PROPERTY

20.1. Powers of Precinct Association

- (a) The Owners Corporation acknowledges and agrees that it is a Subsidiary Body under the Precinct Management Statement.
- (b) The Owners Corporation further acknowledges and agrees that the Precinct Association has the power, under the Precinct Management Statement and the Management Act, to consent to and accept any grant to the Precinct Association of Restricted Use Rights in respect of any Restricted Subsidiary Body Property.

20.2. Restricted Use Rights over Restricted Subsidiary Body Property

- (a) In addition to the terms contained in by-law 20.2(b), this by-law 20.2 restricts the use of the Restricted Subsidiary Body Property to those persons and on the terms, set out in the tables at by-law 20.2(c).

(b) The Owners Corporation:

- (i) grants the Precinct Association the Restricted Use Rights, set out in by-law 20.2(c), over the Restricted Subsidiary Body Property on the terms of this by-law 20.2;
- (ii) acknowledges and agrees that the Precinct Association may:
 - (A) have unrestricted access to and use of the Restricted Subsidiary Body Property on the terms set out in by-law 20.2(c);
 - (B) authorise any person within the Strata Scheme to use the Restricted Subsidiary Body Property under this by-law 20.2;
 - (C) access Restricted Subsidiary Body Property by any suitable means;
 - (D) allocate the sharing of costs in relation to the Restricted Subsidiary Body Property in any manner it sees fit;
 - (E) give rights unconditionally;
 - (F) authorise the "Managing Agent" appointed by the Precinct Association under the Precinct Management Statement to exercise administrative rights of the Precinct Association under this by-law 20.2 and have access to the Restricted Subsidiary Body Property for that purpose; and
 - (G) exercise the rights under this by-law 20.2 at any time;
- (iii) acknowledges and agrees that the Precinct Association must:
 - (A) control, manage, operate, maintain and replace the Restricted Subsidiary Body Property; and
 - (B) repair damage to the Restricted Subsidiary Body Property,
- (iv) at the cost of the Strata Scheme; and
- (v) indemnifies the Precinct Association against all claims and liability caused by the Precinct Association exercising its rights under this by-law.

(c) Table of Restricted Subsidiary Body Property

(i) Shared Accessway

Property Description	Shared Accessway
Persons entitled to use	Owners and Occupiers of the Strata Scheme, their invitees and any person authorized by the Precinct Association (which includes the general public)
Terms and conditions	<ul style="list-style-type: none"> • Comply with all directions of the Building Manager regarding use. • No access permitted for intoxicated persons.

	<ul style="list-style-type: none"> • No skateboarding or other recreational sports activities. • No smoking (including cigarettes, e- cigarettes, vaporizers, tobacco, cigars, pipes or other substances) within 6 metres of any property entrance or ventilation intake. • Comply with all signage.
Hours of use	At any time
Maintenance	The Precinct Association is responsible for the maintenance of this item of Restricted Subsidiary Body Property, at the cost of the Strata Scheme.

21. ADDITIONAL BY LAWS

21.1. Minor Renovations

- (a) The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s110 of the Strata Schemes Management Act 2015) and of imposing conditions on such approval.
- (b) The owners corporation in like manner may revoke such delegation.
- (c) The owners corporation may continue to exercise its functions under s110 of the Act, despite any such delegation.

APPROVED FORM 23

Attestation

The seal of The Owners - Strata Plan No 102010 was affixed on

11 January 2024 in the presence of:

Signature(s): Lani Zaubzer

Name(s): Lani Zaubzer

Authority: Managing Agent – Strata Plus Pty Ltd

Being the person(s) authorised by section 273 of the *Strata Schemes Management Act 2015*

to attest the affixing of the seal.





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

APPLICANT: InfoTrack Pty Ltd
135 King Street
NSW 2000

Certificate number: 20233884
Reference number: 1296379
Certificate issue date: 02/06/2025
Certificate fee: \$174.00
Applicant's reference: 25IAC001
Property number: 1191550
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 3 SP: 102010
Address: **SE 3 G 03 2 Fordham Way 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 B2 LOCAL CENTRE - 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; Caravan parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Dual occupancies;



Dwelling houses; Extractive industries; Farm buildings; Freight transport facilities; Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Liquid fuel depots; Materials recycling or recovery centres; Mines; Offensive storage establishments; Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; 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,

B2 Local Centre:

Oran Park and Turner Road Precinct Plan, Section 4.1A, fixes a minimum 250m² for the erection of a dwelling house in the B2 Local Centre, however dwelling houses are prohibited in the B2 zone

(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.

Unknown.

(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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.

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

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

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



No.

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

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

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

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

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

No.

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

No.

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

No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES

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



Not applicable.

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

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:

OTHER INFORMATION

1. Western Sydney Airport and Western Sydney Aerotropolis



On 15 April 2014 the Australian Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in late 2026).

The Stage 1 Land Use and Infrastructure Implementation Plan (LUIIP) was exhibited between 21 August 2018 and 2 November 2018 by the Department of Planning, Industry and Environment. This plan provided an overview of future land uses and the proposed sequence of development to ensure new jobs and homes are delivered in time with infrastructure.

Between 6 December 2019 and 13 March 2020, the Western Sydney Aerotropolis Plan (WSAP) was exhibited by the Department of Planning, Industry and Environment. The WSAP sets the planning framework for the Western Sydney Aerotropolis and builds upon the exhibited LUIIP for the Aerotropolis.

On 27 June 2023, the Australian Government released its preliminary flight path design for single runway operation of the Western Sydney International (Nancy-Bird Walton) Airport for the community to view.

Further information on Western Sydney Aerotropolis is available at <https://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/Western-Sydney-Aerotropolis>, or from the Commonwealth Department of Infrastructure, Transport, Regional Development, Communications and the Arts at <https://www.westernsydneyairport.gov.au>

2. Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification

On 26 March 2018, the NSW Government released for comment a recommended corridor of land for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area (LGA).

On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

On 30 June 2020, the NSW Government confirmed the final corridors to support the delivery of the proposed Sydney Metro – Western Sydney Airport project, South West Rail Link Extension and Western Sydney Freight Line. The North South Rail Line Corridor is proposed to run from the Western Sydney Airport to Macarthur, with a tunnel from Oran Park. The South West Rail Link Extension will extend the existing passenger rail line from Leppington Station to the Aerotropolis. A new State Environmental Planning Policy identifies the land that is intended to be used in the future as an infrastructure corridor.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 4, identifies the location, and relevant planning controls applying to land identified within the North South Rail Line and South West Rail Link Extension corridors, including land within the Camden LGA. The identification of the Outer Sydney Orbital Corridor was not included in this State Environmental Planning Policy.

Further information is available at www.transport.nsw.gov.au/corridors

3. Miscellaneous Information



* COAL SEAM GAS EXTRACTION:

Coal Seam Gas Extraction has previously taken place within the Camden Local Government Area. The Camden Gas Plant ceased production in August 2023. Decommissioning of the plant and the progressive capping and abandoning of the remaining wells and rehabilitation of the land is ongoing. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant licence holder, as to the location of gas wells.

* CONTAMINATION INFORMATION:

In relation to Council's policy 'Management of Contaminated Lands' there are report/s and information which may apply to the land. Further details can be obtained from Council, please contact Council's customer service.

Note: The report/s and information which apply to the land may be either:

- Preliminary detailed contamination investigations, identifying whether there is, was or was not any contamination or potential contaminating activities affecting the land;
- Remediation action plans setting out works required to deal with any contamination and make the land suitable for its intended use;
- Validation reports and / or independent site audits which verify the satisfactory completion of remediation or decontamination works;
- Environmental Management Plans.

* SALINITY INFORMATION:

In relation to Council's requirements for salinity assessment for specific types of development within the Camden local government area, there may be salinity report/s or management plans which apply to the land.

Further details can be obtained from Council, please contact Council's customer service.

Note: Where a section 88B instrument applies to the land this may include a restriction specifying the relevant salinity management plan.

* WESTERN SYDNEY AIRPORT - Obstacle Limitation Surface:

The land is within the Obstacle Limitation Surface (OLS) established within a radius of approximately 15km of Western Sydney Airport, with potential height or development limitations to protect airport airspace.

Further information, including the height of the OLS at any point around the airport, is available on Western Sydney Airport website: <https://www.wsaco.com.au/about/airspace-protection-for-western-sydney-airport>

* SOUTH WEST GROWTH AREA:

On 2 November 2019, the State Government announced a new approach to precinct planning for land within the South West Growth Area. Under this announcement, a collaborative approach was determined for the following precincts: Leppington Stages Two and Five, Lowes Creek Maryland, Pondicherry and South Creek West Precincts Two and Five. Under this pathway, the Department of Planning, Industry and Environment (DPIE) will play a co-ordination role to facilitate collaborative partnerships between DPIE and



Camden Council to resolve complex issues involving other state agencies. Subsequent rezonings will generally be implemented by Council, although in certain cases they could become State-led. Camden Council is working with DPIE to further clarify how these precincts will be delivered including the planning pathway, governance arrangements, timeframes and resources.

On 16 July 2021, Leppington Precinct Stages Two and Five and Lowes Creek Maryland Precinct were rezoned.

For further information, please see DPIE's website at: <https://www.planning.nsw.gov.au/Plans-for-your-area/A-new-approach-to-precincts>

*** CAMDEN SECTION 7.12 DEVELOPMENT CONTRIBUTIONS PLAN:**

For development including alterations and additions or the knockdown and rebuild of dwellings, the provisions of this Plan do not come into effect until 20 October 2025. To clarify, a development application (DA) or Complying Development Certificate (CDC) which has been submitted prior to 20 October 2025 but not determined shall be determined and include contribution conditions in accordance with the provisions of the Plan which applied at the date of determination.

*** PROPOSED WESTERN SYDNEY REGIONAL AFFORDABLE RENTAL HOUSING CONTRIBUTION SCHEME:**

On 10 March 2025, the draft Western Sydney Regional Affordable Rental Housing Contribution Scheme was placed on public exhibition.

The draft Scheme seeks to collect contributions from certain types of development within the Camden Local Government Area to assist in funding the construction of new affordable rental housing that can be rented by households on very low, low and moderate incomes. If adopted by Council, the contribution payment will come into effect on 10 March 2028.

The draft Scheme and supporting documentation can be viewed on Council's website at <https://yourvoice.camden.nsw.gov.au/draft-western-sydney-affordable-rental-housing-contribution-scheme>

*** ADDITIONAL FLOOD INFORMATION: NO FORMAL STUDY FOR PROBABLE MAXIMUM FLOOD (PMF):**

The subject land is outside the flood planning area (FPA) but the PMF is unknown and may subject to flood related development controls.

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.

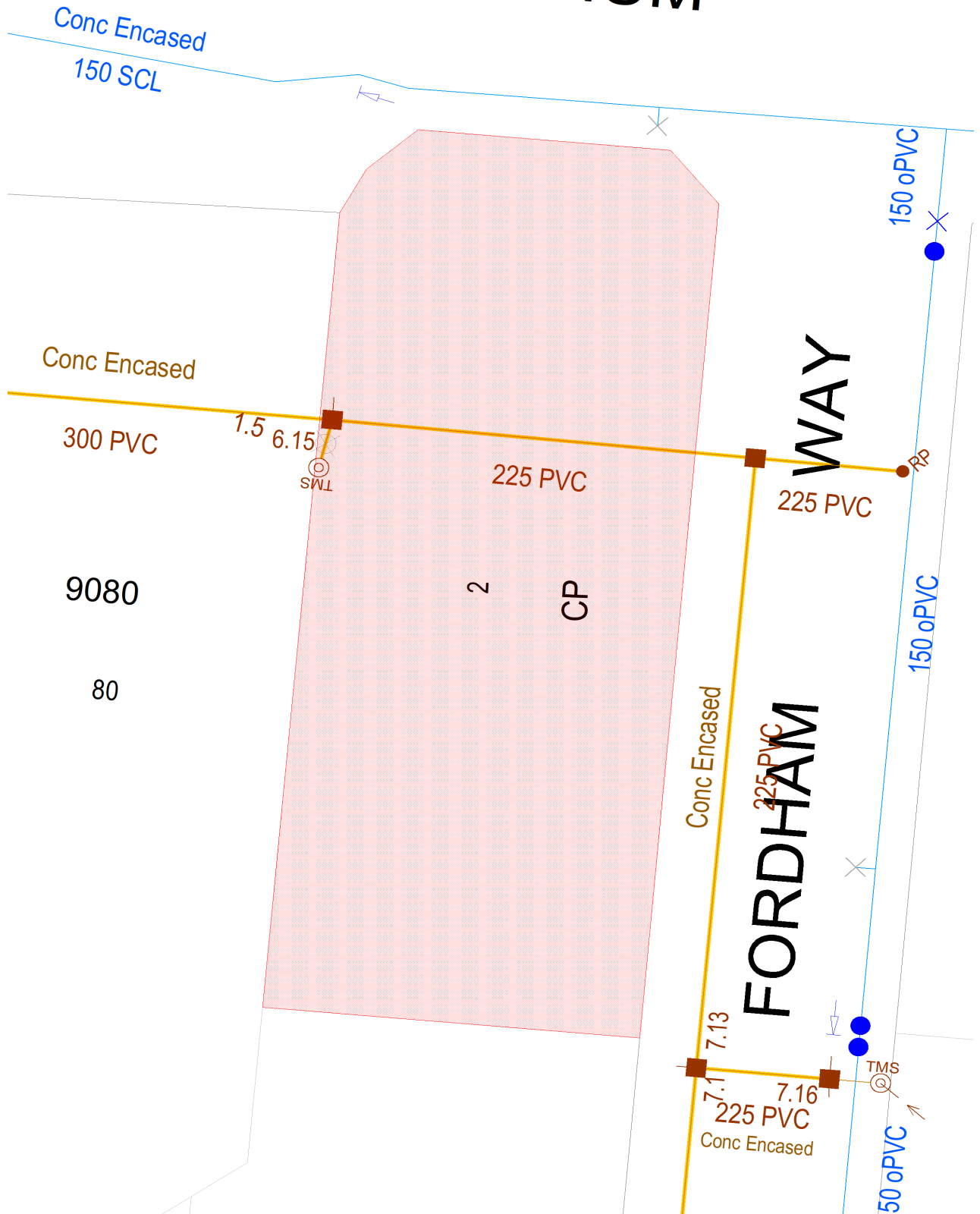
In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that 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: 8004350469

PODIUM



Document generated at 02-06-2025 04:50:44 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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

2 June 2025

Infotrack Pty Limited

Reference number: 8004350468

Property address: U G03/2 Fordham Way 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



Standard form from 28 September 2020 Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON AT

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

*Note: The above information **must** be provided for landlord(s), whether or not there is a landlord's agent*

Address for service of notices (can be an agent's address):

Suburb:

State:

Postcode:

*Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent*

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Landlord's agent details: [If applicable]

Agent name:

Business address for service of notices:

Suburb:

State:

Postcode:

Contact details: [This must include a telephone number]

Tenant's agent details: [If applicable]

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

The term of this agreement is -

- 6 months 12 months 2 years 3 years
 5 years Other (please specify): Periodic (no end date)

starting on and ending on [Cross out if not applicable]

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

Residential premises:

The residential premises are [Insert address]:

The residential premises include:

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

Rent:

The rent is \$ per payable in advance starting on

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:
account number:
account name:
payment reference: , or

(b) to at by cash, or

(c) as follows:

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [~~Cross out if there is not going to be a bond~~]:

~~A rental bond of \$ must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.~~

~~The tenant provided the rental bond amount to:~~

- ~~the landlord or another person, or~~
- ~~the landlord's agent, or~~
- ~~NSW Fair Trading through Rental Bond Online.~~

~~*Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.*~~

IMPORTANT INFORMATION

Maximum number of occupants

No more than 1..... persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: ISONICA PTY LTD..... Telephone: 0422 408 104.....
Plumbing repairs: ISONICA PTY LTD..... Telephone: 0422 408 104.....
Other repairs: ISONICA PTY LTD..... Telephone: 0422 408 104.....

Water usage

Will the tenant be required to pay separately for water usage? Yes No

If yes, see clauses 12 and 13.

Utilities

Is **electricity** supplied to the premises from an embedded network? Yes No

Is **gas** supplied to the premises from an embedded network? Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

- Hardwired smoke alarms
 Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [*Cross out if not applicable*]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

The Agreement

RIGHT TO OCCUPY THE PREMISES

- 1. The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

COPY OF AGREEMENT

- 2. The landlord agrees** to give the tenant:
 - 2.1** a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2** a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. The tenant agrees:

- 3.1** to pay rent on time, and
- 3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1** to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2** not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3** not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4** to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5** not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7** to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

- 5. The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

- 6. The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
- 7. The landlord and the tenant agree:**
 - 7.1** that the increased rent is payable from the day specified in the notice, and
 - 7.2** that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3** that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

- 8. The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

- 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in section 3 of the Residential Tenancies Act 2010.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- a) are in a reasonable state of repair, and
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and
- d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED [Cross out clauses if not applicable]

- 38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

- 40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out clauses if no rental bond is payable]

- 41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

- 44. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

- 45. **The landlord agrees** to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

- 46. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

- 46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

- 47. **The landlord agrees:**

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

- 48. **The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

54. The tenant agrees:

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here.
Attach a separate page if necessary.

NOTES

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the

agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.


Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Joseph Iaconis

Signature of landlord/agent

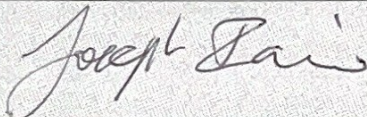


on the 6th day of September 2024

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent



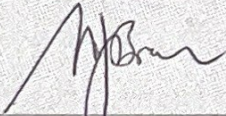
on the 6th day of September 2024

SIGNED BY THE TENANT (1)

Name of tenant

Michael Brown

Signature of tenant



on the 06 day of 09 2024

SIGNED BY THE TENANT (2)

Name of tenant

Signature of tenant



on the day of 20__

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant



on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant




on the day of 20__

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Signature of tenant



on the 06 day of SEPTEMBER 20~~20~~²⁴

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.



MRS JESSICA L IACONIS
47 LACERTA ROAD
AUSTRAL NSW 2179

Our reference: 7159449643414

Phone: **13 28 66**

1 June 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JESSICA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411071294728
Vendor name	JESSICA LEE IACONIS
Clearance Certificate Period	1 June 2025 to 2 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR JOSEPH A IACONIS
47 LACERTA ROAD
AUSTRAL NSW 2179

Our reference: 7159449350752

Phone: **13 28 66**

1 June 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JOSEPH,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411071294166
Vendor name	JOSEPH ANTHONY IACONIS
Clearance Certificate Period	1 June 2025 to 2 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

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Contact us

In Australia? Phone us on **13 28 66**

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