

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property & Co Shop 2N, 351 Oran Park Drive, Oran Park NSW 2570	phone: 02 4602 2000 email: Simon@simonpropertyco.au ref: Simon Samardzic
co-agent		
vendor	CHARLES MICHAEL PORTELLI AND LEANNE DOROTHY PORTELLI	
vendor's solicitor	A.B. Mezzanotte Lawyers Unit 10 30 Nelson St Fairfield NSW 2165	phone: 02 9755 9711 email: david@mezzanottelawyers.com.au ref: DM:km25177
date for completion	35 days after the contract date	(clause 15)
land (address, plan details and title reference)	17 RODWELL RD ORAN PARK NSW 2570 LOT 1116 DEPOSITED PLAN 1217147 Folio Identifier 1116/1217147	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: See attached Residential Tenancy Agreement	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
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</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>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</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

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

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<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 type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to 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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

17 RODWELL RD ORAN PARK NSW 2570

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 13 of the *Property, Stock and Business Agents Regulation 2014* 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:
 - (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) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

Additional clauses forming part of this contract

32 Alterations to printed form

32.1 Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.

33 Whole agreement

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

34 Real estate agents

The purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

35 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

36 Condition of *property*

The purchaser accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard.

37 Capacity

37.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

37.1.1 dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or

37.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

37.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

38 Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of twelve per cent per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. Further, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay. It is agreed that the interest and legal costs referred to in this clause are genuine pre-estimates of those additional expenses, to be allowed by the defaulting party as an additional adjustment on completion.

39 Swimming pool

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* if the swimming pool on the *property* does not comply with the requirements of the Swimming Pools Act 1992.

40 GST

The purchaser warrants that the *property* will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

41 The Purchaser takes title subject to the existing water, sewerage, gas and electric light installations and services, if any, and no obligation shall be taken and no requisition made by the Purchaser in respect of such installations and services on the ground that any concessions are made through other properties and that no rights or easements in respect of such installations and services exist or that such rights or easements cannot be obtained or in respect of any defects in such sewerage main or any underground or surface storm water drain or any gas or electric light installations and service pass through over or under the subject land should any manhole or vent be on the subject land.

42 The Purchaser shall not be entitled to require the Vendor prior to settlement to register any discharge of any mortgage or withdrawal of caveat affecting the said land but will accept on settlement a properly executed discharge of any such property hereby sold together with the appropriate registration fee therefore.

43 Without in any matter negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein, should the purchaser or if more than one should one of the purchasers prior to completion become bankrupt die or become mentally ill or being a company he would up or go into liquidation then the vendor may rescind this agreement by notice in writing forwarded to the solicitor named as the purchaser's solicitor in this contract or to the purchaser's legal representatives at the address shown hereon and thereupon this agreement shall be at an end and the provisions of Clause 19 shall apply.

44 Release of Deposit

The purchaser hereby agrees that should the vendor so require the purchaser will release the deposit paid herein to the Vendor on condition that such monies are used by the Vendor as a deposit to purchase another property and the payment of stamp duty and disbursements associated with such purchase. No further authority or consent will be required from the Purchaser other than as contained in this special condition.

45 Guarantee

GUARANTEE

- 45.1 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.
- 45.2 The word *guarantor* means the two directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary.
- 45.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.
- 45.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 45.4.1 payment of all money payable by the purchaser under this contract; and
 - 45.4.2 the performance of all of the purchaser's other obligations under this contract.
- 45.5 The guarantor:
- 45.5.1 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 its obligations under this contract; and
 - 45.5.2 must pay on demand any money due to the vendor under this indemnity.
- 45.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 45.6.1 the performance by the purchaser of its obligations under this contract; and
 - 45.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 45.7 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.
- 45.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 45.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 45.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 45.9.2 the release or discharge of any person;
 - 45.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 45.9.4 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;
 - 45.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 45.9.6 the winding up of the purchaser.
- 45.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 45.11 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by a
Director of the purchaser in the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Signature of Director

SIGNED SEALED & DELIVERED by a
Director of the purchaser in the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Signature of Director

Cooling-off certificate

I, _____

of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:-

- (a) I am a Solicitor/Barrister currently admitted to practise 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 property known as _____
from _____
as vendor to _____
as 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 practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to _____
the purchaser:
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, that is, there is no cooling-off period in relation to the contract.

Dated:

Signed: _____



FOLIO: 1116/1217147

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/7/2025	4:06 PM	5	4/9/2024

LAND

LOT 1116 IN DEPOSITED PLAN 1217147
AT ORAN PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1217147

FIRST SCHEDULE

CHARLES MICHAEL PORTELLI
LEANNE DOROTHY PORTELLI
AS JOINT TENANTS

(CN AR365094)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1130969 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1153029 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1151500 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1153030 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1159094 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1169698 RESTRICTION(S) ON THE USE OF LAND
- 8 DP1217147 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 9 DP1217147 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (18) IN THE S.88B INSTRUMENT
- 10 DP1217147 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (19) IN THE S.88B INSTRUMENT
- 11 DP1217147 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (20) IN THE S.88B INSTRUMENT
- 12 DP1217147 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (21) IN THE S.88B INSTRUMENT
- 13 AU389865 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PORTELLI...

PRINTED ON 7/7/2025

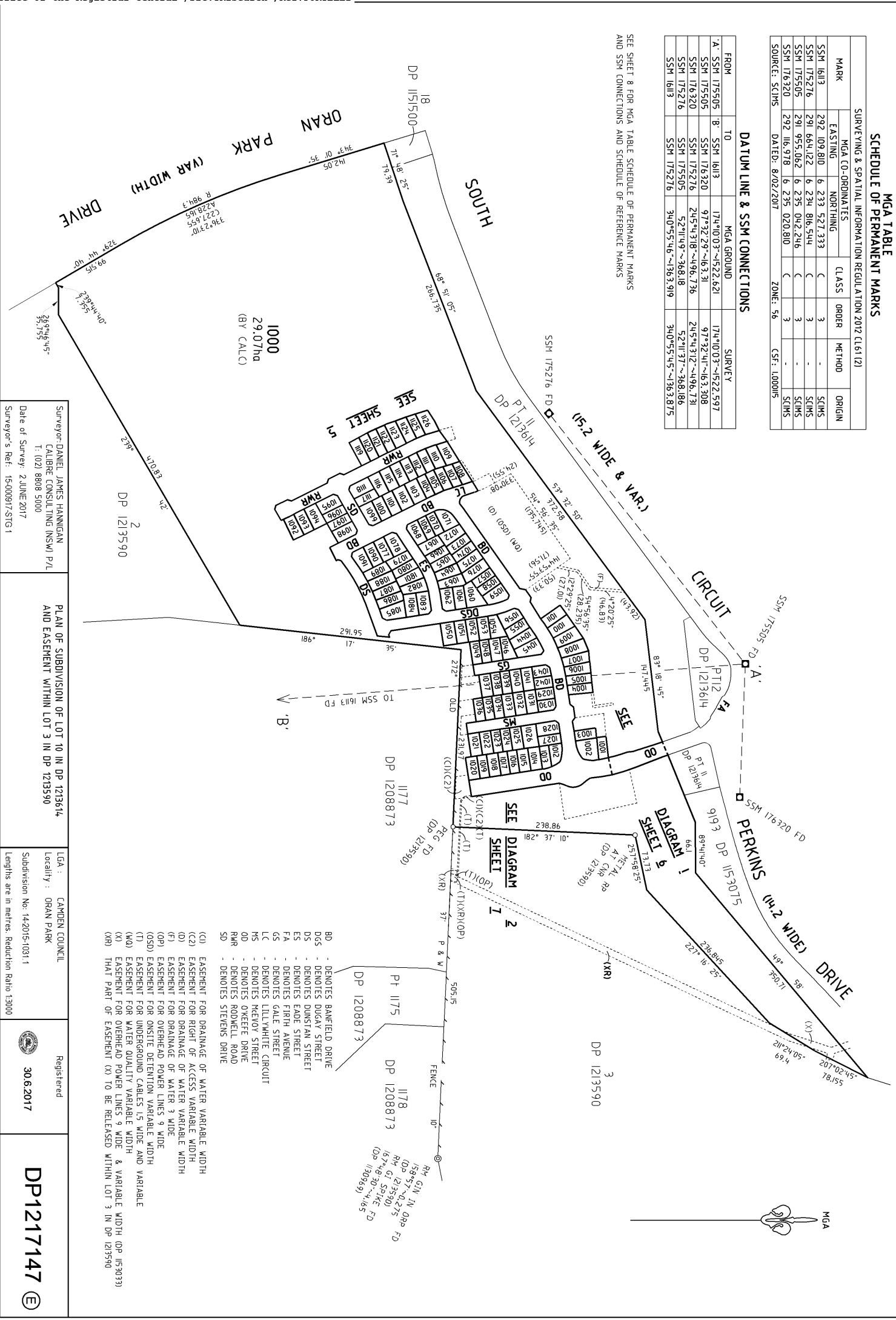
MGA TABLE
SCHEDULE OF PERMANENT MARKS

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CL61(2)						
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
SSM 1613	292 109.810	6 233 527.333	C	3	-	SCIMS
SSM 175216	291 664.122	6 234 816.544	C	3	-	SCIMS
SSM 175505	291 955.062	6 235 042.246	C	3	-	SCIMS
SSM 176320	292 116.978	6 235 020.810	C	3	-	SCIMS
SOURCE: SCIMS			ZONE: 56 CSF: 1.000015			
DATED: 8/02/2017						

DATUM LINE & SSM CONNECTIONS

FROM	TO	MGA GROUND	SURVEY
A SSM 175505	B SSM 1613	174410.03~1522.621	174410.03~1522.597
SSM 175505	SSM 176320	97°32'29"~163.31	97°32'41"~163.308
SSM 176320	SSM 175216	245°43'18"~496.736	245°43'12"~496.731
SSM 175216	SSM 175505	52°11'49"~368.18	52°11'37"~368.186
SSM 1613	SSM 175216	340°55'46"~363.919	340°55'45"~363.875

SEE SHEET 8 FOR MGA TABLE SCHEDULE OF PERMANENT MARKS
AND SSM CONNECTIONS AND SCHEDULE OF REFERENCE MARKS



- BD - DENOTES BANFIELD DRIVE
- DGS - DENOTES DUGAY STREET
- DS - DENOTES DUNSTAN STREET
- ES - DENOTES EADE STREET
- FA - DENOTES FIRTH AVENUE
- GS - DENOTES GALE STREET
- LC - DENOTES LILLWHITE CIRCUIT
- MS - DENOTES MEYER STREET
- OD - DENOTES O'KEEFE DRIVE
- RWR - DENOTES ROWELL ROAD
- SD - DENOTES STEVENS DRIVE
- (C1) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (C2) EASEMENT FOR RIGHT OF ACCESS VARIABLE WIDTH
- (D) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (F) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (OP) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE
- (OSD) EASEMENT FOR ONSITE DETENTION VARIABLE WIDTH
- (T) EASEMENT FOR UNDERGROUND CABLES 15 WIDE AND VARIABLE
- (WQ) EASEMENT FOR WATER QUALITY VARIABLE WIDTH
- (X) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE & VARIABLE WIDTH (OP 1153033)
- (XR) THAT PART OF EASEMENT (X) TO BE RELEASED WITHIN LOT 3 IN DP 1213590

Surveyor: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
Date of Survey: 2 JUNE 2017
Surveyor's Ref: 15-000917-STG-1

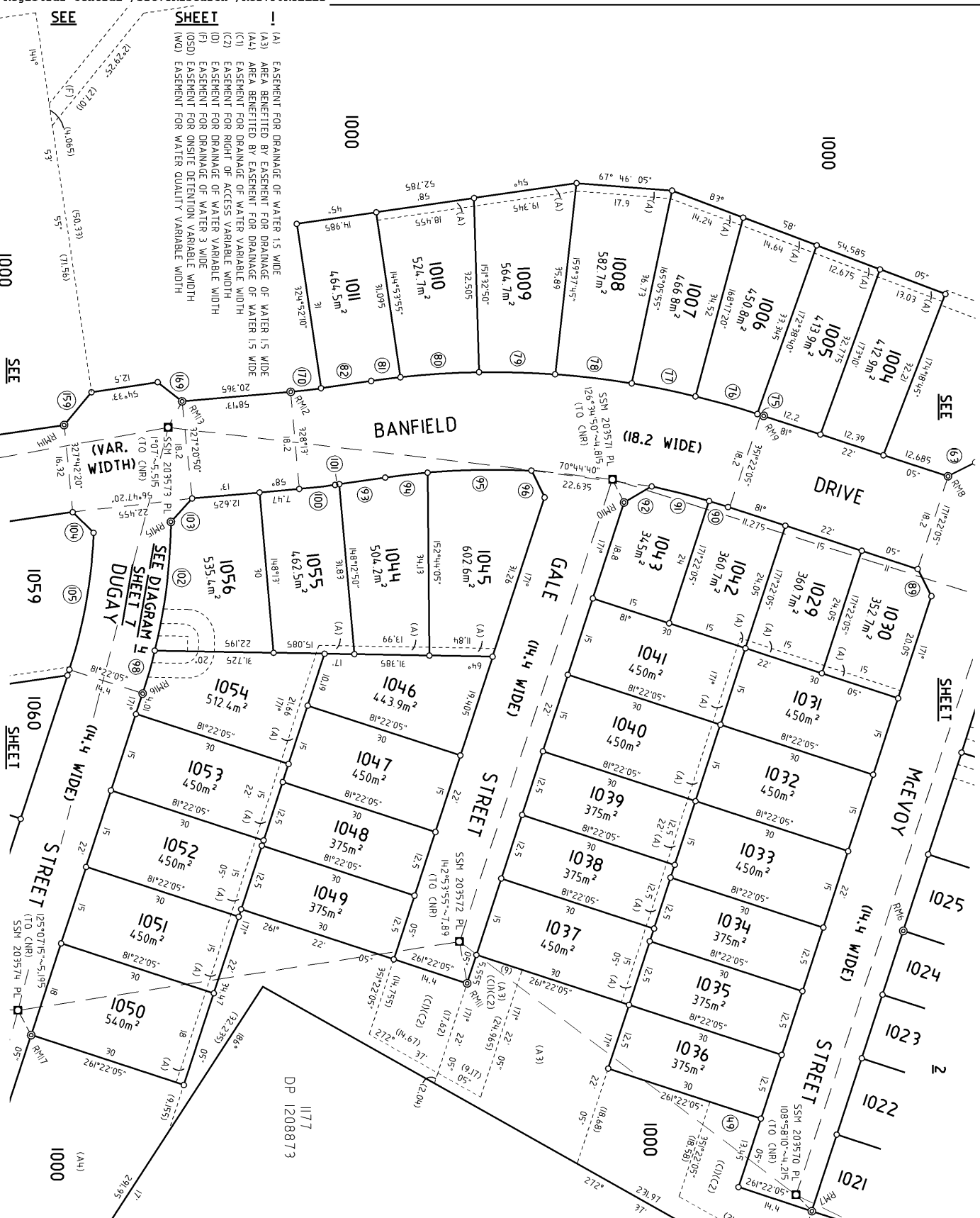
PLAN OF SUBDIVISION OF LOT 10 IN DP 1213614
AND EASEMENT WITHIN LOT 3 IN DP 1213590

LGA: CAMDEN COUNCIL
Locality: ORAN PARK

Subdivision No: 14-2015-10011
Lengths are in metres. Reduction Ratio: 1:3000

Registered
30.6.2017

DP1217147



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
48	171°22'05"	9.985	0.175	159
49	264°22'05"	10	0.175	159
75	269°08'10"	12.04	12.04	159
76	259°08'10"	12.15	12.15	159
77	254°46'35"	14.39	14.39	159
78	249°59'35"	14.95	14.2	159
79	244°50'30"	14.74	14.74	159
80	239°37'30"	14.74	14.74	159
81	235°58'25"	5.52	5.52	159
82	234°58'45"	9.45	3.725	140.8
89	126°22'05"	5.655	3.725	140.8
90	80°36'40"	3.725	11.055	140.8
91	77°36'15"	11.05	11.055	140.8
92	32°57'15"	5.985	7.97	140.8
93	54°58'45"	8.65	19.44	140.8
94	56°36'05"	19.425	19.44	140.8
95	62°10'45"	5.565	6.735	19.2
96	127°14"	8.34	107.2	107.2
98	349°08'25"	0.34	6.735	19.2
100	56°35'55"	6.735	24.265	107.2
101	54°58'45"	0.8	24.265	107.2
102	340°25'35"	24.215	24.265	107.2
103	15°32'45"	5.885	5.885	92.8
104	107°45'9"	5.495	26.005	92.8
105	163°20'25"	25.92	26.005	92.8
159	193°06'40"	7.955	5.655	
160	36°22'05"	5.655	5.82	
169	103°33'30"	5.82	5.71	
170	56°35'55"	5.705	5.71	

Surveyor: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
Date of Survey: 2 JUNE 2017
Surveyor's Ref: 15-000917-STG-1

PLAN OF SUBDIVISION OF LOT 10 IN DP 1213614
AND EASEMENT WITHIN LOT 3 IN DP 1213590

LGA: CAMDEN COUNCIL
Locality: ORAN PARK
Subdivision No: 14/2015-1031-1
Lengths are in metres. Reduction Ratio 1:500

Registered
30.6.2017

DP1217147

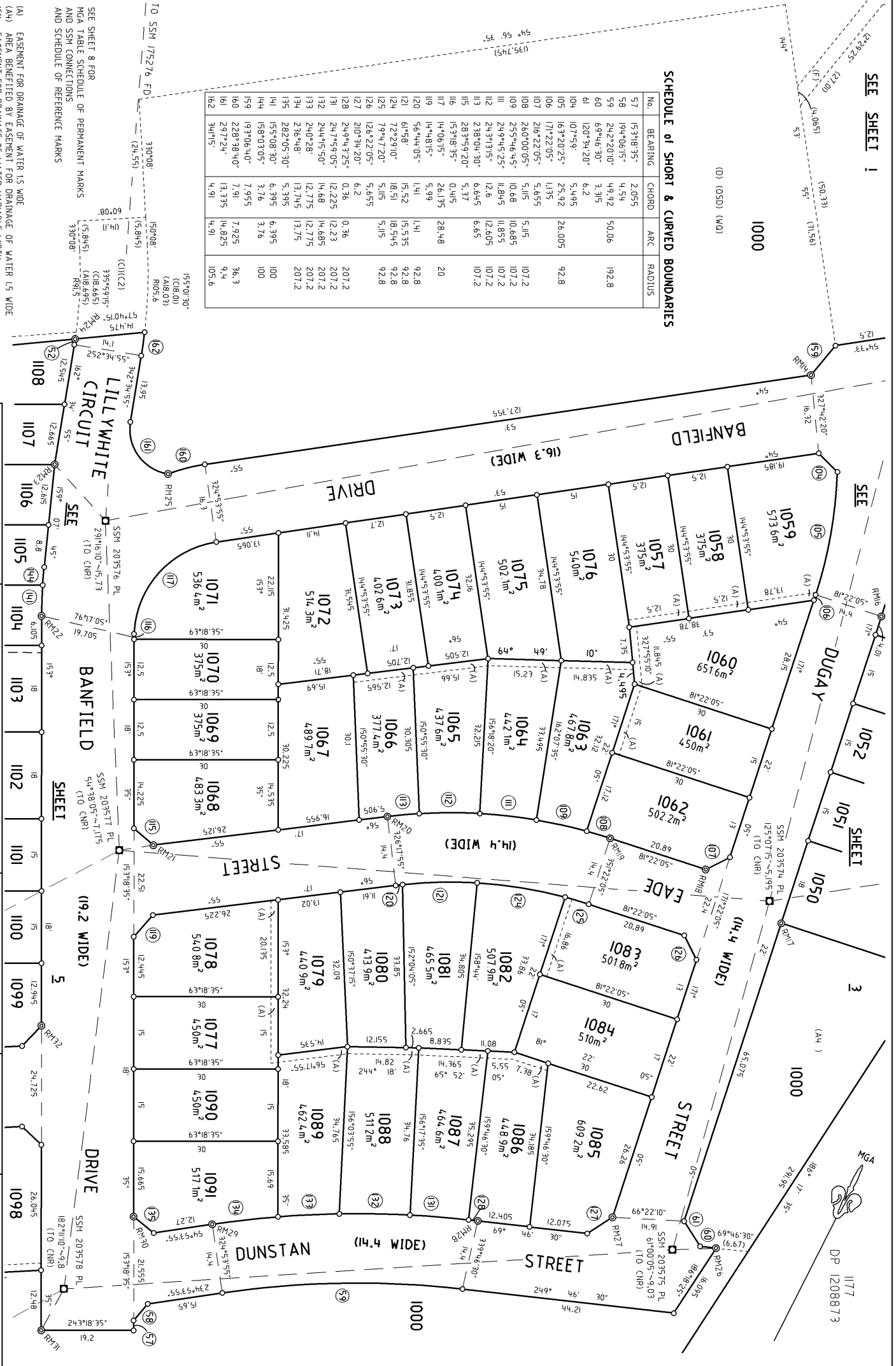
SEE SHEET 1

1000

(D) (OSD) (NO)

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
57	153°18'35"	2.055		
58	194°06'15"	4.514		
59	242°20'10"	49.92		
60	69°46'30"	3.315		
61	120°34'20"	6.2		
104	107°59'	5.495		
105	163°20'25"	25.32		
106	171°22'05"	26.005		
107	216°22'05"	5.655		
108	260°00'05"	5.115		
109	255°46'45"	10.685		
110	249°46'25"	11.855		
111	243°31'15"	12.6		
112	238°04'30"	6.645		
113	233°59'20"	5.37		
114	153°18'35"	0.415		
115	153°18'35"	26.48		
116	153°18'35"	26.48		
117	153°18'35"	5.99		
118	153°18'35"	1.41		
119	153°18'35"	15.52		
120	153°18'35"	15.52		
121	153°18'35"	15.52		
122	153°18'35"	15.52		
123	153°18'35"	15.52		
124	153°18'35"	15.52		
125	153°18'35"	15.52		
126	153°18'35"	15.52		
127	153°18'35"	15.52		
128	153°18'35"	15.52		
129	153°18'35"	15.52		
130	153°18'35"	15.52		
131	153°18'35"	15.52		
132	153°18'35"	15.52		
133	153°18'35"	15.52		
134	153°18'35"	15.52		
135	153°18'35"	15.52		
136	153°18'35"	15.52		
137	153°18'35"	15.52		
138	153°18'35"	15.52		
139	153°18'35"	15.52		
140	153°18'35"	15.52		
141	153°18'35"	15.52		
142	153°18'35"	15.52		
143	153°18'35"	15.52		
144	153°18'35"	15.52		
145	153°18'35"	15.52		
146	153°18'35"	15.52		
147	153°18'35"	15.52		
148	153°18'35"	15.52		
149	153°18'35"	15.52		
150	153°18'35"	15.52		
151	153°18'35"	15.52		
152	153°18'35"	15.52		
153	153°18'35"	15.52		
154	153°18'35"	15.52		
155	153°18'35"	15.52		
156	153°18'35"	15.52		
157	153°18'35"	15.52		
158	153°18'35"	15.52		
159	153°18'35"	15.52		
160	153°18'35"	15.52		
161	153°18'35"	15.52		
162	153°18'35"	15.52		



SEE SHEET 8 FOR
MGA TABLE SCHEDULE OF PERMANENT MARKS
AND SSM CONNECTIONS
AND SCHEDULE OF REFERENCE MARKS

(A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(A4) AREA BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(C1) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(C2) EASEMENT FOR RIGHT OF ACCESS VARIABLE WIDTH
(D) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(F) EASEMENT FOR DRAINAGE OF WATER 3 WIDE
(OSD) EASEMENT FOR ONSITE DEFENTION VARIABLE WIDTH
(NO) EASEMENT FOR WATER QUALITY VARIABLE WIDTH

TO SSM 175276 FD
(24.55)
330'08
(5.845)
150'08
(5.845)
(C1)(C2)
335'59'15"
(C18.665)
(A18.695)
330'08
(5.845)
155'30'30"
(C18.00)
(A18.03)
R105.6

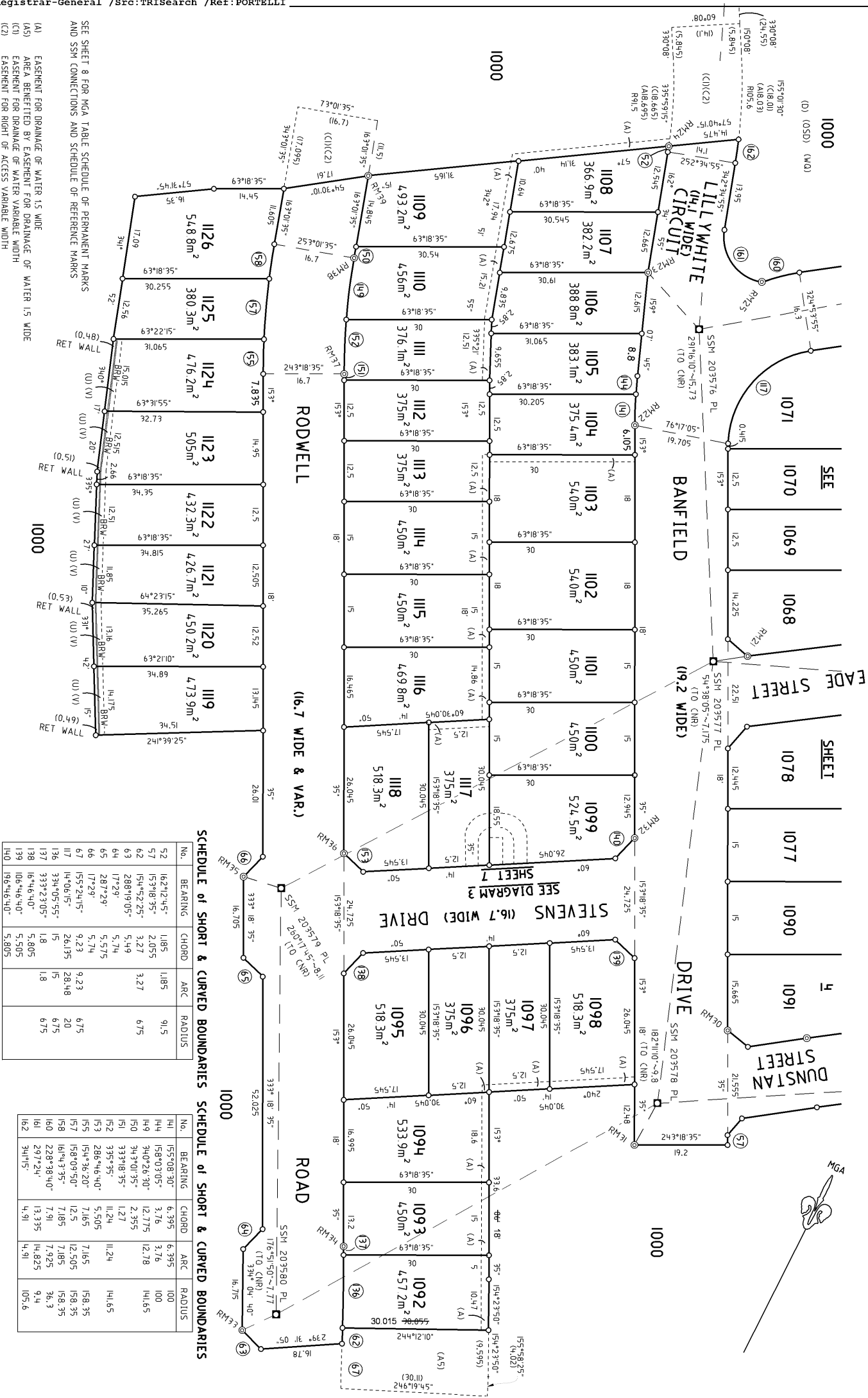
DATE OF SURVEY: 2 JUNE 2017
SURVEYOR'S REF: 15-000917-STG1

PLAN OF SUBDIVISION OF LOT 10 IN DP 1213614
CALBRE CONSULTING (NSW) P/L
T: (02) 8800 5000

LG: CAMDEN COUNCIL
LOCALITY: ORAN PARK
SUBDIVISION NO: 14-2015-1031.1
LENGTHS ARE IN METRES. REDUCTION RATIO 1:500

REGISTERED
30.6.2017

DP1217147



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
52	162°12'45"	1.085	1.185	91.5
57	153°18'35"	2.055	3.27	675
62	154°52'25"	5.49	5.74	675
63	288°19'05"	5.49	5.74	675
64	172°29'	5.575	5.575	675
65	287°29'	5.575	5.575	675
66	172°29'	5.74	9.23	675
67	155°24'15"	9.23	20	675
117	14°06'15"	26.135	28.48	675
136	334°05'55"	15	15	675
137	333°23'05"	1.8	1.8	675
138	16°46'40"	5.805	5.805	675
139	106°46'40"	5.805	5.805	675
140	196°46'40"	5.805	5.805	675

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
141	155°08'30"	6.395	6.395	100
144	158°03'05"	3.76	3.76	100
149	340°26'30"	12.775	12.78	141.65
150	343°01'35"	2.355	2.355	141.65
151	333°18'35"	1.27	1.27	141.65
152	335°35"	11.24	11.24	141.65
153	336°46'40"	5.505	5.505	141.65
155	154°36'40"	7.165	7.165	141.65
157	158°09'50"	12.5	12.505	158.35
158	161°43'35"	7.165	7.165	158.35
160	228°38'40"	7.91	7.925	36.3
161	297°24"	13.335	14.825	9.4
162	344°15"	4.91	4.91	105.6

SEE SHEET 8 FOR MGA TABLE SCHEDULE OF PERMANENT MARKS AND SSM CONNECTIONS AND SCHEDULE OF REFERENCE MARKS

(A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(AS) AREA BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(C) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(C2) EASEMENT FOR RIGHT OF ACCESS VARIABLE WIDTH
(D) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(OSD) EASEMENT FOR ON SITE DETENTION VARIABLE WIDTH
(U) POSITIVE COVENANT 18 WIDE
(V) RESTRICTION ON THE USE OF LAND 18 WIDE
(W) EASEMENT FOR WATER QUALITY VARIABLE WIDTH
(BW) DENOTES BLOCK RETAINING WALL 0.3 WIDE

Surveyor: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
Date of Survey: 2 JUNE 2017
Surveyor's Ref: 15-000917-STG-1

PLAN OF SUBDIVISION OF LOT 10 IN DP 1213614
AND EASEMENT WITHIN LOT 3 IN DP 1213590

LGA: CAMDEN COUNCIL
Locality: ORAN PARK
Subdivision No: 142015-0011
Lengths are in metres. Reduction Ratio 1:500

Registered
30.6.2017

DP1217147

BEARING ON WESTERN BOUNDARY LOT 1000 & DISTANCE ON SOUTHERN BOUNDARY LOT 1092 AMENDED WIDE 2017-1350 19.10.2017





N.T.S



(XR) THAT PART OF EASEMENT (X) TO BE RELEASED WITHIN LOT 3 IN DP 1213590

DIAGNOSIS

AND EASEMENT WITHIN LOT 3 IN DP 1213590

Surveyor's Ref: 15-000917-STG 1

Lengths are in metres. Reduction

MGA TABLE
SCHEDULE OF PERMANENT MARKS

SURVEYING & SPATIAL INFORMATION REGULATION 2012

(CLAUSES 35(1)(D) AND 6(2))

MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
SSM203567	292008.193	6234822.927	C	4	TRAV	PLACED
SSM203568	292012.7	6234687.793	C	4	TRAV	PLACED
SSM203569	292014.967	6234802.281	C	4	TRAV	PLACED
SSM203570	292032.173	6234686.588	C	4	TRAV	PLACED
SSM203571	291954.504	6234790.383	C	4	TRAV	PLACED
SSM203572	291954.772	6234700.511	C	4	TRAV	PLACED
SSM203573	291863.045	6234761.714	C	4	TRAV	PLACED
SSM203574	291868.890	6234651.957	C	4	TRAV	PLACED
SSM203575	291801.457	6234576.237	C	4	TRAV	PLACED
SSM203576	291728.055	6234660.390	C	4	TRAV	PLACED
SSM203577	291761.428	6234600.593	C	4	TRAV	PLACED
SSM203578	291792.112	6234514.077	C	4	TRAV	PLACED
SSM203579	291702.818	6234518.744	C	4	TRAV	PLACED
SSM203580	291741.388	6234439.812	C	4	TRAV	PLACED

SOURCE: SCIMS DATED: 8/02/2017 ZONE: 56 CSF: 1.00015

SSM CONNECTIONS

FROM	TO	SURVEY
SSM175505 FD	SSM203567 PL	150°05'50" ~ 252.97
SSM203567	SSM203568 PL	171°36'30" ~ 136.58
SSM203568	SSM203570 PL	268°59'55" ~ 68.955
SSM203570	SSM203569 PL	351°32'25" ~ 116.95
SSM203569	SSM203567 PL	72°41'05" ~ 69.36
SSM203570	SSM203572 PL	280°11'50" ~ 78.635
SSM203572	SSM203571 PL	351°36'10" ~ 90.835
SSM203571	SSM203569 PL	80°48" ~ 74.41
SSM203578	SSM203580 PL	214°20" ~ 89.925
SSM203579	SSM203579 PL	333°57'30" ~ 87.84
SSM203579	SSM203577 PL	35°36'20" ~ 100.66
SSM203572	SSM203574 PL	234°25'30" ~ 83.45
SSM203574	SSM203573 PL	347°44'35" ~ 112.305
SSM203573	SSM203571 PL	69°55'40" ~ 83.525
SSM203574	SSM203577 PL	247°44'10" ~ 135.555
SSM203577	SSM203576 PL	330°50" ~ 68.47
SSM203576	SSM203573 PL	53°06'30" ~ 168.765
SSM203574	SSM203575 PL	168°49'20" ~ 75.135
SSM203575	SSM203578 PL	239°35'50" ~ 126.765
SSM203578	SSM203577 PL	340°28'20" ~ 91.785
SSM203576	SSM175276 FD	337°44'05" ~ 168.695

SCHEDULE OF REFERENCE MARKS

RH No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
1	306°27'45"	18.545	SSM 203567	PLACED
2	76°37'50"	17.695	DH&W IN KER8	PLACED
2	67°10"	5.305	DH&W IN KER8	PLACED
3	257°04'25"	4.625	SSM 203568	PLACED
4	351°35'35"	14.73	DH&W IN KER8	PLACED
4	349°27'	3.345	DH&W IN KER8	PLACED
5	122°00'50"	4.46	SSM 203569	PLACED
6	80°26'50"	11.02	DH&W IN KER8	PLACED
6	80°02'	3.36	DH&W IN KER8	PLACED
7	108°58'10"	4.215	SSM 203570	PLACED
8	346°32'30"	13.085	DH&W IN KER8	PLACED
8	344°52'	5.195	DH&W IN KER8	PLACED
9	353°53'	14.755	DH&W IN KER8	PLACED
9	32°28"	3.405	DH&W IN KER8	PLACED
10	126°34'50"	4.815	SSM 203571	PLACED
11	142°53'55"	7.89	SSM 203572	PLACED
12	333°04'50"	14.8	DH&W IN KER8	PLACED
12	350°11'	3.605	DH&W IN KER8	PLACED
13	1°07"	5.515	SSM 203573	PLACED
14	324°29'40"	11.305	DH&W IN KER8	PLACED
14	321°48'	3.385	DH&W IN KER8	PLACED
15	63°10'45"	11.195	DH&W IN KER8	PLACED
15	64°14'40"	3.17	DH&W IN KER8	PLACED
16	73°29'10"	11.09	DH&W IN KER8	PLACED
16	57°37'	3.45	DH&W IN KER8	PLACED
17	125°07'15"	5.195	SSM 203574	PLACED
18	350°13'05"	10.965	DH&W IN KER8	PLACED
18	352°05'	3.32	DH&W IN KER8	PLACED
19	353°49'40"	10.98	DH&W IN KER8	PLACED
19	0°20'	3.36	DH&W IN KER8	PLACED
20	320°52'15"	11.095	DH&W IN KER8	PLACED
20	307°12'	3.35	DH&W IN KER8	PLACED
21	54°38'05"	7.175	SSM 203577	PLACED
22	251°31'05"	15.015	DH&W IN KER8	PLACED
22	253°13'	5.54	DH&W IN KER8	PLACED
23	291°16'10"	15.73	SSM 203576	PLACED
24	251°17'25"	12.56	DH&W IN KER8	PLACED
24	251°49'	4.33	DH&W IN KER8	PLACED
25	330°40'55"	12.825	DH&W IN KER8	PLACED
25	331°36'	1.45	DH&W IN KER8	PLACED
26	61°00'05"	9.03	SSM 203575	PLACED
27	260°59'30"	12.03	DH&W IN KER8	PLACED
27	261°53'	3.44	DH&W IN KER8	PLACED
28	344°52'40"	11.015	DH&W IN KER8	PLACED
28	347°25'	3.37	DH&W IN KER8	PLACED
29	316°55'	11.08	DH&W IN KER8	PLACED
29	298°42'	3.73	DH&W IN KER8	PLACED
30	55°51'40"	14.875	DH&W IN KER8	PLACED
30	50°30'	4.965	DH&W IN KER8	PLACED

SCHEDULE OF REFERENCE MARKS

RH No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
31	182°11'0"	9.8	SSM 203578	PLACED
32	245°56'55"	15.775	DH&W IN KER8	PLACED
32	246°34'	6.44	DH&W IN KER8	PLACED
33	176°51'50"	7.177	SSM 203580	PLACED
34	149°42'50"	14.265	DH&W IN KER8	PLACED
34	16°16'	4.9	DH&W IN KER8	PLACED
35	260°17'45"	8.11	SSM 203579	PLACED
36	63°45'10"	11.7	DH&W IN KER8	PLACED
36	64°39'	4.955	DH&W IN KER8	PLACED
37	61°38'50"	13.28	DH&W IN KER8	PLACED
37	60°10'	3.365	DH&W IN KER8	PLACED
38	72°17'10"	13.28	DH&W IN KER8	PLACED
38	71°53'	3.375	DH&W IN KER8	PLACED
39	72°15'	13.245	DH&W IN KER8	PLACED
39	70°03'	3.345	DH&W IN KER8	PLACED

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
13	171°22'05"	2.75		
15	126°22'05"	7.07	7.855	5
16	171°22'05"	2.75		
17	216°22'05"	7.07	7.855	5
20	126°22'05"	4.245	4.71	3
21	171°22'05"	1.35		
22	216°22'05"	4.245	4.71	3
25	154°17'20"	2.75		
27	109°17'20"	7.07	7.855	5
28	154°17'20"	2.75		
29	199°17'20"	7.07	7.855	5
32	109°17'20"	4.245	4.71	3
33	154°17'20"	1.35		
34	199°17'20"	4.245	4.71	3
36	63°18'35"	2.75		
39	181°18'35"	7.07	7.855	5
40	63°18'35"	2.75		
41	108°18'35"	7.07	7.855	5
44	181°18'35"	4.245	4.71	3
45	63°18'35"	1.35		
46	108°18'35"	4.245	4.71	3
98	349°08'25"	8.34	8.34	107.2
102	340°25'35"	24.215	24.265	107.2

Surveyor: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
Date of Survey: 2 JUNE 2017
Surveyor's Ref: 15-000917-STG-1

PLAN OF SUBDIVISION OF LOT 10 IN DP 1213614
AND EASEMENT WITHIN LOT 3 IN DP 1213590

LGA: CAMDEN COUNCIL
Locality: ORAN PARK
Subdivision No: 142015-10011
Lengths are in metres. Reduction Ratio NTS



Registered
30.6.2017

DP1217147

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)


<p>Registered:  30.6.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1217147</p>
<p>PLAN OF SUBDIVISION OF LOT 10 IN DP 1213614 AND EASEMENT WITHIN LOT 3 IN DP 1213590</p>	<p>LGA: CAMDEN</p> <p>Locality: ORAN PARK</p> <p>Parish: COOK</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, DANIEL JAMES HANNIGAN of CALIBRE CONSULTING (NSW) P/L, L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK BAULKHAM HILLS, NSW 2153. PH: 02 8808 5000 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 1 / 2017.</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ^ Lot 1000) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, 2/6/2017 the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p>
<p>Subdivision Certificate</p> <p>I, <u>Daniel Streater</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.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: CAMDEN COUNCIL</p> <p>Date of endorsement: <u>6.6.2017</u></p> <p>Subdivision Certificate number: <u>14.2015.1031.1</u></p> <p>File number: DA No. 1031/2015</p> <p>*Strike through if inapplicable</p>	<p>Signature:  Dated: <u>2/6/2017</u></p> <p>Surveyor ID: 1208</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE BANFIELD DRIVE, DUGAY STREET, DUNSTAN STREET, EADE STREET, GALE STREET, LILLYWHITE CIRCUIT, McEVOY STREET, O'KEEFE DRIVE, RODWELL ROAD AND STEVENS DRIVE TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1130969, DP 1133602, DP 1149182, DP 1149188, DP 1151500, DP 1153031, DP 1153033, DP 1153075, DP 1173813, DP 1182662, DP1208873, DP1213590, DP1213614</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 15-000917-STG 1</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Registered:  30.6.2017 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
 LOT 10 IN DP 1213614 AND EASEMENT
 WITHIN LOT 3 IN DP 1213590

DP1217147

Subdivision Certificate number: 19.2015-1031-1
 Date of Endorsement: 6.6.2017

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

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

(A) CREATE:

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (A)
2. EASEMENT FOR RIGHT OF ACCESS VARIABLE WIDTH (C2)
3. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (C1)
4. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D)
5. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (F)
6. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (G)
7. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (H)
8. EASEMENT FOR ONSITE DETENTION VARIABLE WIDTH (OSD)
9. EASEMENT FOR WATER QUALITY VARIABLE WIDTH (WQ)
10. POSITIVE COVENANT 1.8 WIDE (U)
11. RESTRICTION ON THE USE OF LAND 1.8 WIDE (V)
12. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (P)
13. RESTRICTION ON THE USE OF LAND (R)
14. RESTRICTION ON THE USE OF LAND (S)
15. EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE AND VARIABLE WIDTH (T)
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND
20. RESTRICTION ON THE USE OF LAND
21. RESTRICTION ON THE USE OF LAND
22. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (OP)

(B) RELEASE:

1. EASEMENT FOR OVERHEAD POWERLINES 9 WIDE AND VARIABLE WIDTH CREATED BY DP1153033


 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-S1G 1

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Registered:



30.6.2017

Office Use Only

Office Use Only

DP1217147

PLAN OF SUBDIVISION OF
 LOT 10 IN DP 1213614 AND EASEMENT
 WITHIN LOT 3 IN DP 1213590

Subdivision Certificate number: 14.2015.1031.1

Date of Endorsement: 6.6.2017

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1000	Lot 1000	O'Keefe	Drive	Oran Park
1001	Lot 1001	O'Keefe	Drive	Oran Park
1002	2	Banfield	Drive	Oran Park
1003	4	Banfield	Drive	Oran Park
1004	10	Banfield	Drive	Oran Park
1005	12	Banfield	Drive	Oran Park
1006	14	Banfield	Drive	Oran Park
1007	16	Banfield	Drive	Oran Park
1008	18	Banfield	Drive	Oran Park
1009	20	Banfield	Drive	Oran Park
1010	22	Banfield	Drive	Oran Park
1011	24	Banfield	Drive	Oran Park
1012	Lot 1012	O'Keefe	Drive	Oran Park
1013	Lot 1013	O'Keefe	Drive	Oran Park
1014	Lot 1014	O'Keefe	Drive	Oran Park
1015	Lot 1015	O'Keefe	Drive	Oran Park
1016	Lot 1016	O'Keefe	Drive	Oran Park
1017	Lot 1017	O'Keefe	Drive	Oran Park
1018	Lot 1018	O'Keefe	Drive	Oran Park
1019	Lot 1019	O'Keefe	Drive	Oran Park
1020	Lot 1020	O'Keefe	Drive	Oran Park
1021	13	McEvoy	Street	Oran Park
1022	11	McEvoy	Street	Oran Park
1023	9	McEvoy	Street	Oran Park
1024	7	McEvoy	Street	Oran Park
1025	5	McEvoy	Street	Oran Park
1026	3	McEvoy	Street	Oran Park
1027	3	Banfield	Drive	Oran Park
1028	5	Banfield	Drive	Oran Park
1029	9	Banfield	Drive	Oran Park
1030	7	Banfield	Drive	Oran Park

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG 1

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Registered:



30.6.2017

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF
 LOT 10 IN DP 1213614 AND EASEMENT
 WITHIN LOT 3 IN DP 1213590**

DP1217147

Subdivision Certificate number: 14.2015.1031.1
 Date of Endorsement: 6.6.2017

- 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.

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1031	4	McEvoy	Street	Oran Park
1032	6	McEvoy	Street	Oran Park
1033	8	McEvoy	Street	Oran Park
1034	10	McEvoy	Street	Oran Park
1035	12	McEvoy	Street	Oran Park
1036	14	McEvoy	Street	Oran Park
1037	11	Gale	Street	Oran Park
1038	9	Gale	Street	Oran Park
1039	7	Gale	Street	Oran Park
1040	5	Gale	Street	Oran Park
1041	3	Gale	Street	Oran Park
1042	11	Banfield	Drive	Oran Park
1043	13	Banfield	Drive	Oran Park
1044	17	Banfield	Drive	Oran Park
1045	15	Banfield	Drive	Oran Park
1046	4	Gale	Street	Oran Park
1047	6	Gale	Street	Oran Park
1048	8	Gale	Street	Oran Park
1049	10	Gale	Street	Oran Park
1050	11	Dugay	Street	Oran Park
1051	9	Dugay	Street	Oran Park
1052	7	Dugay	Street	Oran Park
1053	5	Dugay	Street	Oran Park
1054	3	Dugay	Street	Oran Park
1055	19	Banfield	Drive	Oran Park
1056	21	Banfield	Drive	Oran Park
1057	27	Banfield	Drive	Oran Park
1058	25	Banfield	Drive	Oran Park
1059	23	Banfield	Drive	Oran Park
1060	4	Dugay	Street	Oran Park
1061	6	Dugay	Street	Oran Park

Council Authorised Person

If space is insufficient use additional annexure sheet


Surveyor's Reference: 15-000917-STG 1

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Registered:  30.6.2017 Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF
LOT 10 IN DP 1213614 AND EASEMENT
WITHIN LOT 3 IN DP 1213590**

DP1217147

Subdivision Certificate number: 14.2015.1031.1
 Date of Endorsement: 6.6.2017

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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 - Signatures and seals- see 195D *Conveyancing Act 1919*
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LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1062	8	Dugay	Street	Oran Park
1063	4	Eade	Street	Oran Park
1064	6	Eade	Street	Oran Park
1065	8	Eade	Street	Oran Park
1066	10	Eade	Street	Oran Park
1067	12	Eade	Street	Oran Park
1068	45	Banfield	Drive	Oran Park
1069	43	Banfield	Drive	Oran Park
1070	41	Banfield	Drive	Oran Park
1071	39	Banfield	Drive	Oran Park
1072	37	Banfield	Drive	Oran Park
1073	35	Banfield	Drive	Oran Park
1074	33	Banfield	Drive	Oran Park
1075	31	Banfield	Drive	Oran Park
1076	29	Banfield	Drive	Oran Park
1077	49	Banfield	Drive	Oran Park
1078	47	Banfield	Drive	Oran Park
1079	9	Eade	Street	Oran Park
1080	7	Eade	Street	Oran Park
1081	5	Eade	Street	Oran Park
1082	3	Eade	Street	Oran Park
1083	10	Dugay	Street	Oran Park
1084	12	Dugay	Street	Oran Park
1085	11	Dunstan	Street	Oran Park
1086	9	Dunstan	Street	Oran Park
1087	7	Dunstan	Street	Oran Park
1088	5	Dunstan	Street	Oran Park
1089	3	Dunstan	Street	Oran Park
1090	51	Banfield	Drive	Oran Park
1091	53	Banfield	Drive	Oran Park


 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG 1

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Registered:  30.6.2017 Office Use Only

Office Use Only

DP1217147

**PLAN OF SUBDIVISION OF
LOT 10 IN DP 1213614 AND EASEMENT
WITHIN LOT 3 IN DP 1213590**

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14.2015.1031.1

Date of Endorsement: 6.6.2017

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1092	27	Rodwell	Road	Oran Park
1093	25	Rodwell	Road	Oran Park
1094	23	Rodwell	Road	Oran Park
1095	7	Stevens	Drive	Oran Park
1096	5	Stevens	Drive	Oran Park
1097	3	Stevens	Drive	Oran Park
1098	1	Stevens	Drive	Oran Park
1099	42	Banfield	Drive	Oran Park
1100	40	Banfield	Drive	Oran Park
1101	38	Banfield	Drive	Oran Park
1102	36	Banfield	Drive	Oran Park
1103	34	Banfield	Drive	Oran Park
1104	32	Banfield	Drive	Oran Park
1105	30	Banfield	Drive	Oran Park
1106	1	Lillywhite	Circuit	Oran Park
1107	3	Lillywhite	Circuit	Oran Park
1108	5	Lillywhite	Circuit	Oran Park
1109	3	Rodwell	Road	Oran Park
1110	5	Rodwell	Road	Oran Park
1111	7	Rodwell	Road	Oran Park
1112	9	Rodwell	Road	Oran Park
1113	11	Rodwell	Road	Oran Park
1114	13	Rodwell	Road	Oran Park
1115	15	Rodwell	Road	Oran Park
1116	17	Rodwell	Road	Oran Park
1117	4	Stevens	Drive	Oran Park
1118	6	Stevens	Drive	Oran Park
1119	18	Rodwell	Road	Oran Park
1120	16	Rodwell	Road	Oran Park
1121	14	Rodwell	Road	Oran Park
1122	12	Rodwell	Road	Oran Park


Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG 1

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

Registered:



30.6.2017

Office Use Only

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PLAN OF SUBDIVISION OF
LOT 10 IN DP 1213614 AND EASEMENT
WITHIN LOT 3 IN DP 1213590

DP1217147

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

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- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

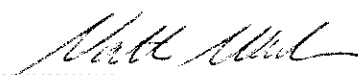
Subdivision Certificate number: 14.2015-1031.1

Date of Endorsement: 6.6.2017

LOT NO.	STREET NO.	STREET NAME	STREET TYPE	LOCALITY
1123	10	Rodwell	Road	Oran Park
1124	8	Rodwell	Road	Oran Park
1125	6	Rodwell	Road	Oran Park
1126	4	Rodwell	Road	Oran Park

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


Signature


Signature

MICHAEL OWENS
Name (Block Letters)

NATHAN WHISHAW
Name (Block Letters)

P.O.A BOOK 4697 No 601
Office Held

P.O.A BOOK 4697 No 601
Office Held


SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS OF WITNESS

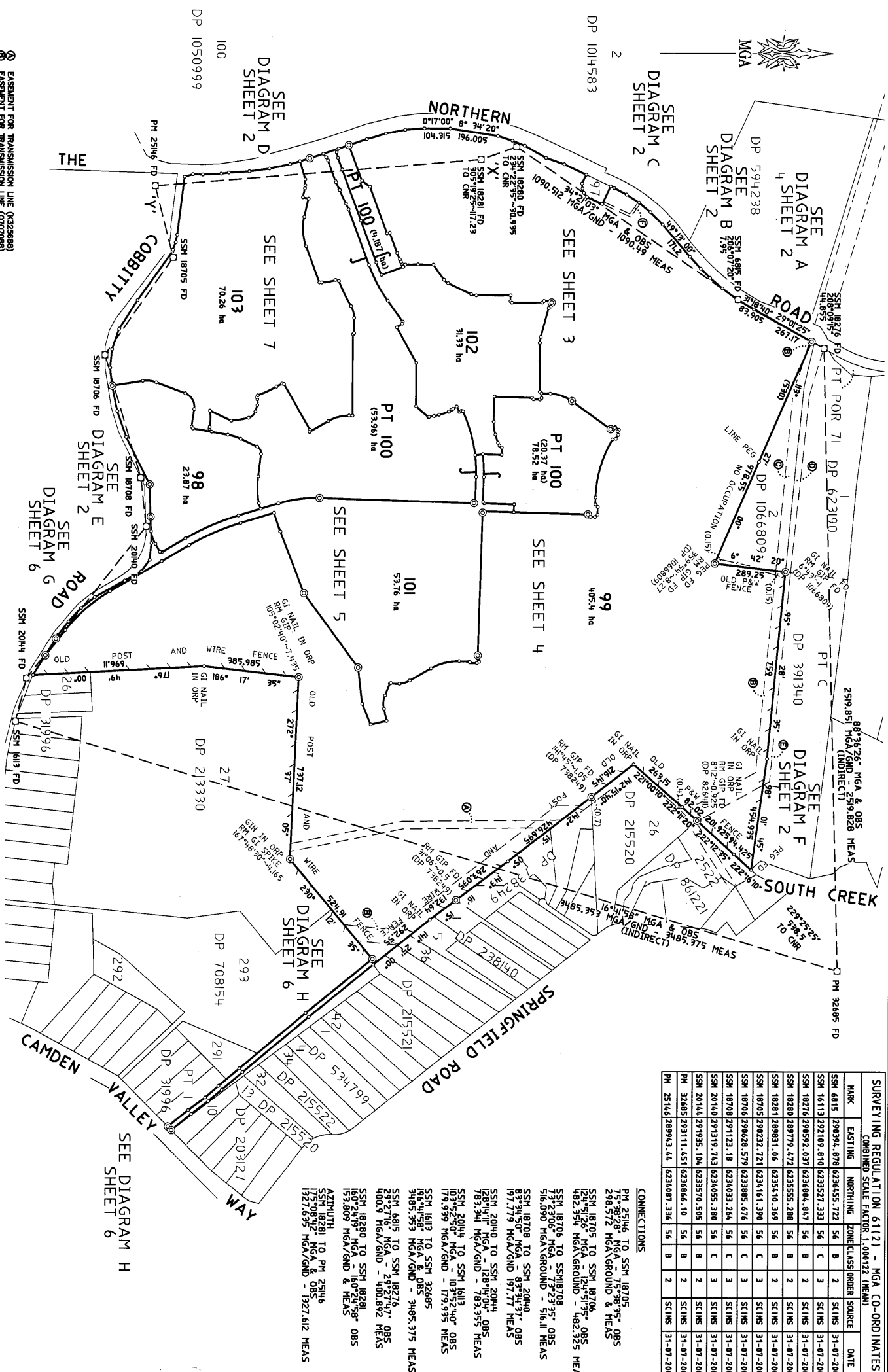
SHAWN VAN DUIN

10 PETER STREET, ORAN PARK.


Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG 1



SURVEYING REGULATION 61(2) - MAG CO-ORDINATES				
(COMBINED SCALE FACTOR 1,000,002 (MEAN))				
MARK	EASTING	NORTHING	ZONE/CLASS ORDER	SOURCE
SSM 6815	2903936.878	6236455.722	56 B 2	SC.IHMS
SSM 16131	2921209.837	6235327.333	56 C 3	SC.IHMS
SSM 18280	2905592.030	6235585.847	56 B 2	SC.IHMS
SSM 18280	2897979.472	6235585.288	56 B 2	SC.IHMS
SSM 18281	2898931.66	6235416.369	56 B 2	SC.IHMS
SSM 18705	2902321.721	6234161.390	56 C 2	SC.IHMS
SSM 18706	2906288.579	6233885.676	56 C 3	SC.IHMS
SSM 18708	2921123.18	6234093.264	56 C 3	SC.IHMS
SSM 20140	2919319.763	6234055.380	56 C 3	SC.IHMS
SM 21544	2919395.382	6233570.505	56 B 2	SC.IHMS
PM 32485	2923111.4571	6236866.10	56 B 2	SC.IHMS
PM 25164	2899934.44	6234087.334	56 B 2	SC.IHMS

CONNECTIONS

PM 25146 TO SSM 18705
75°38'28" MGA - 75°38'35" 08
298.572 MGA\GROUND & MEAS

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

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

SSM 18/08 10 SSM 20140
83°34'50" MGA - 83°34'37" OBS
197.779 MGA/GND 197.77 MEAS

55M 20140 10 55M 20144
128°14'11" MGA - 128°14'04" OBS
783.341 MGA/GND - 783.355 MEAS

55M 2014 10 55M 16113
103°52'50" MGA - 103°52'40" OBS
179.939 MGA/GND - 179.935 MEAS

33°11'01.13" TO 33°11'32.003"
196°41'58" MGA & OBS
3485.353 MGA/GND - 3485.375 ME

3511 0815 10 3511 16210
29°27'16" MGA - 29°27'47" OBS
400.9 MGA/GND - 400.892 MEAS

5311 08280 10 5311 10201
160°24'19" MGA - 160°24'58" OBS
153.809 MGA/GND & MEAS

SSM 18281 TO PM 25146
175°08'42" MGA & OBS
1327.635 MGA/GND - 1327.612 MEAS

WAY

1

DIAGRAM H
SHEET 6

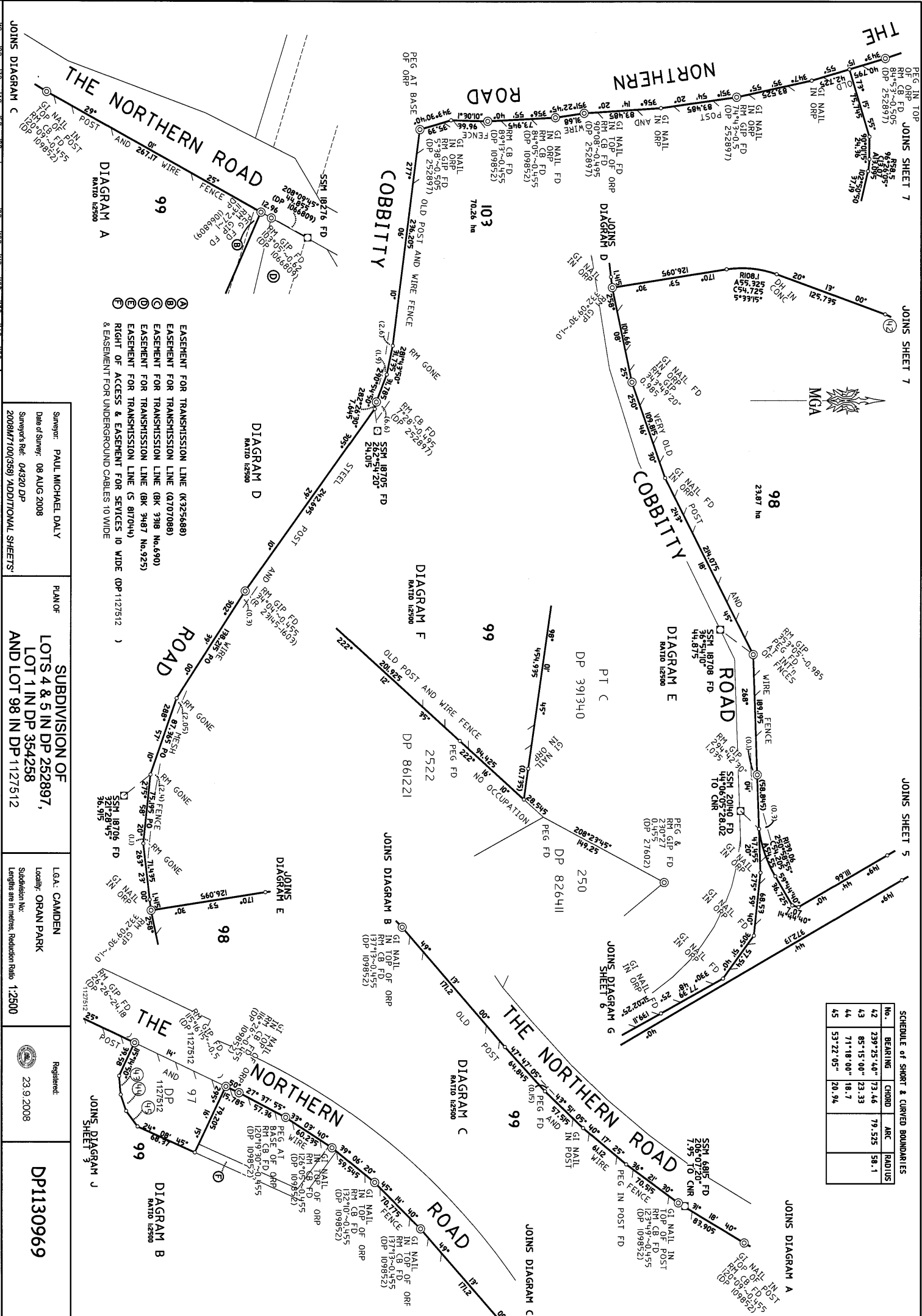
RECEIVED: 1997 JAN 14

AD113007000

01130303 F

SCHEDULE of SHORT & CURVED BOUNDARIES

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



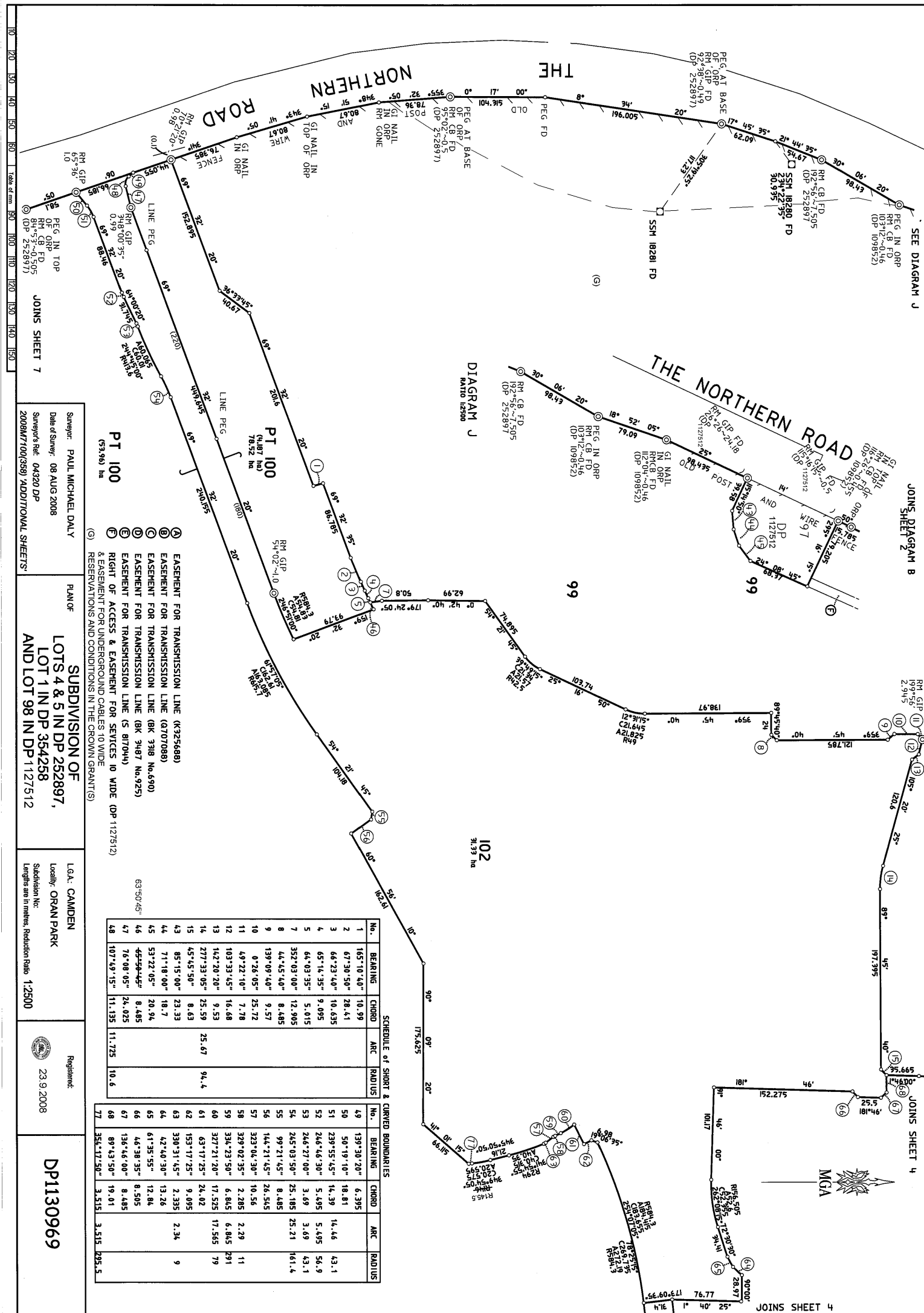
Surveyor: PAUL MICHAEL DALY
Date of Survey: 08 AUG 2008
Surveyor's Ref: 04320 DP
2008/AT/100/358/ ADDITIONAL SHEETS

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

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

Registered:
23.9.2008

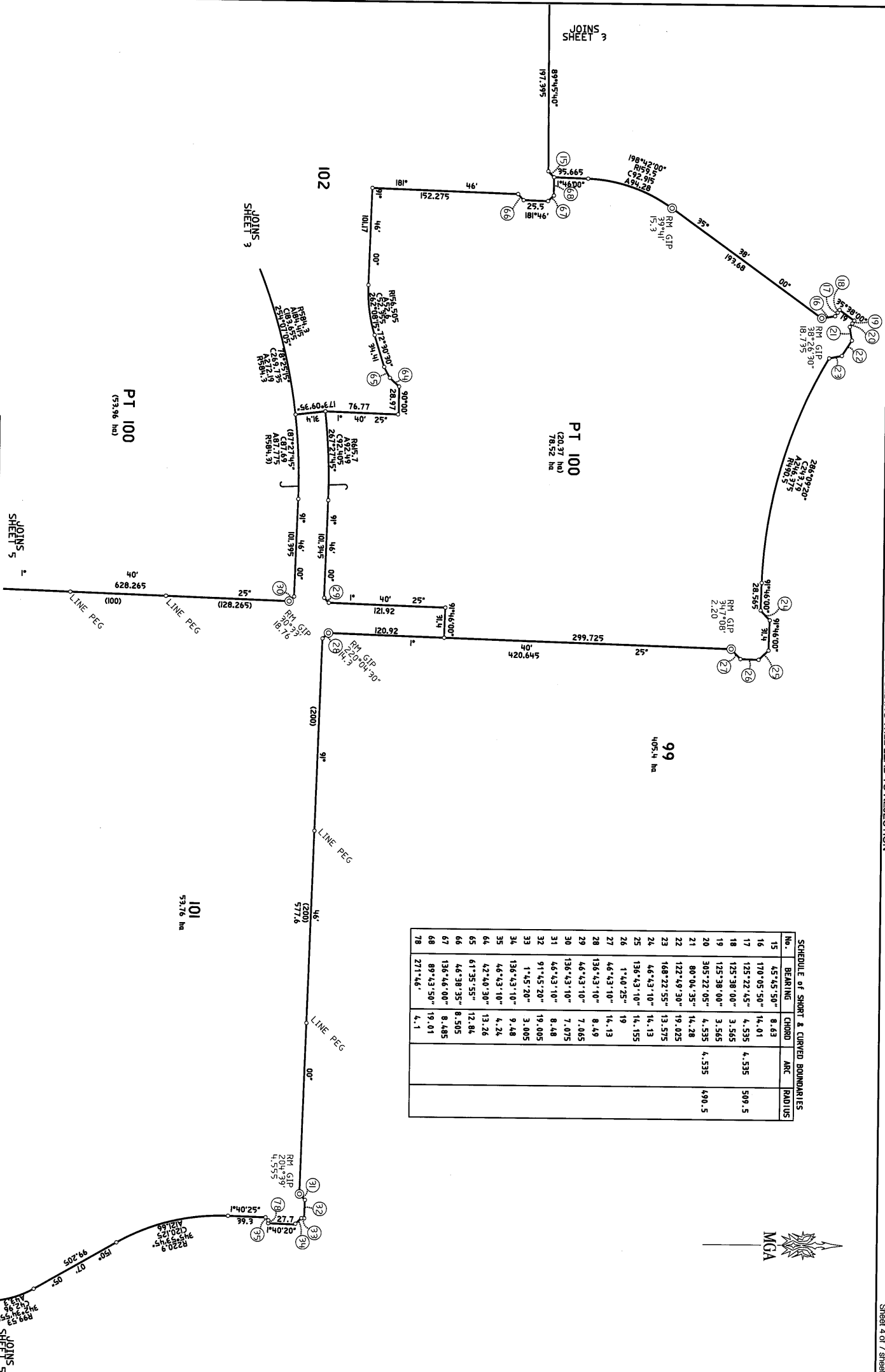
DP1130969



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
15	45°45'50"	8.63		
16	170°05'50"	14.01		
17	125°22'45"	4.535	4.535	509.5
18	125°38'00"	3.565		
19	125°38'00"	3.565		
20	305°22'05"	4.535		
21	80°04'35"	14.28		
22	122°49'30"	19.025		
23	168°22'55"	13.575		
24	46°43'10"	14.13		
25	136°43'10"	14.155		
26	1°40'25"	19		
27	46°43'10"	14.13		
28	136°43'10"	8.49		
29	46°43'10"	7.065		
30	136°43'10"	7.075		
31	46°43'10"	8.48		
32	91°45'20"	19.005		
33	1°45'20"	3.005		
34	136°43'10"	9.48		
35	46°43'10"	4.24		
36	42°40'30"	13.26		
37	61°35'55"	12.84		
38	46°38'35"	8.505		
39	136°46'00"	8.485		
40	89°43'50"	19.01		
41	271°46'	4.1		



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

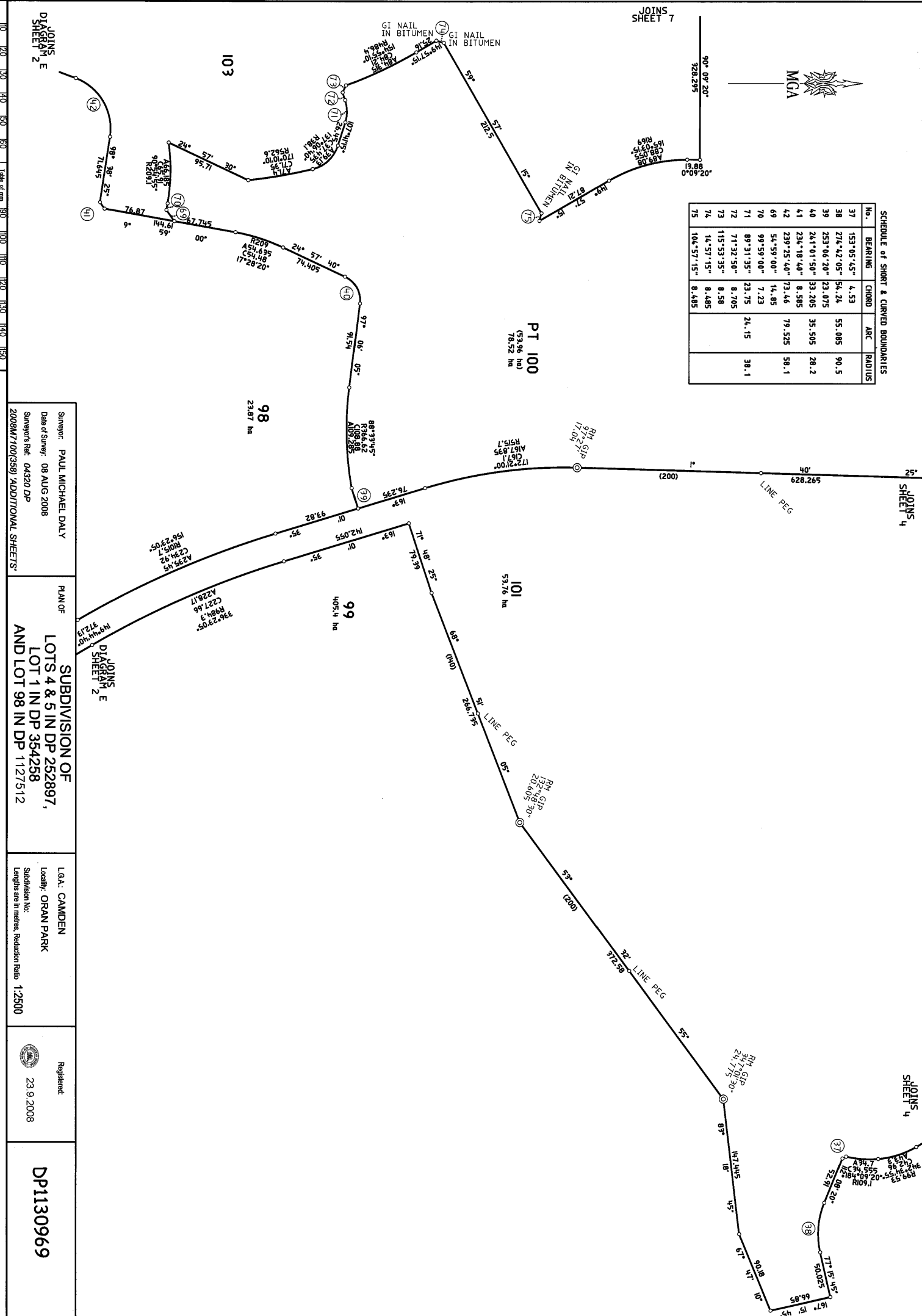
PLAN OF
SUBDIVISION OF
LOTS 4 & 5 IN DP 252897,
LOT 1 IN DP 354258
AND LOT 98 IN DP 1127512


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

Registered:
23.9.2008

DP1130969

SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC RADIUS
37	153°05'.45"	4.53	
38	274°42'05"	54.24	55.085
39	253°06'20"	23.075	90.5
40	241°01'.50"	33.205	35.505
41	234°18'.40"	8.585	28.2
42	239°25'.40"	73.46	58.1
46	54°59'.00"	11.85	
49	54°59'.00"	15.86	
70	99°59'.00"	7.23	24.15
71	89°31'.35"	23.75	38.1
72	71°32'.50"	8.705	
73	115°53'.35"	8.58	
74	14°57'.15"	8.485	
75	104°57'.15"	8.485	

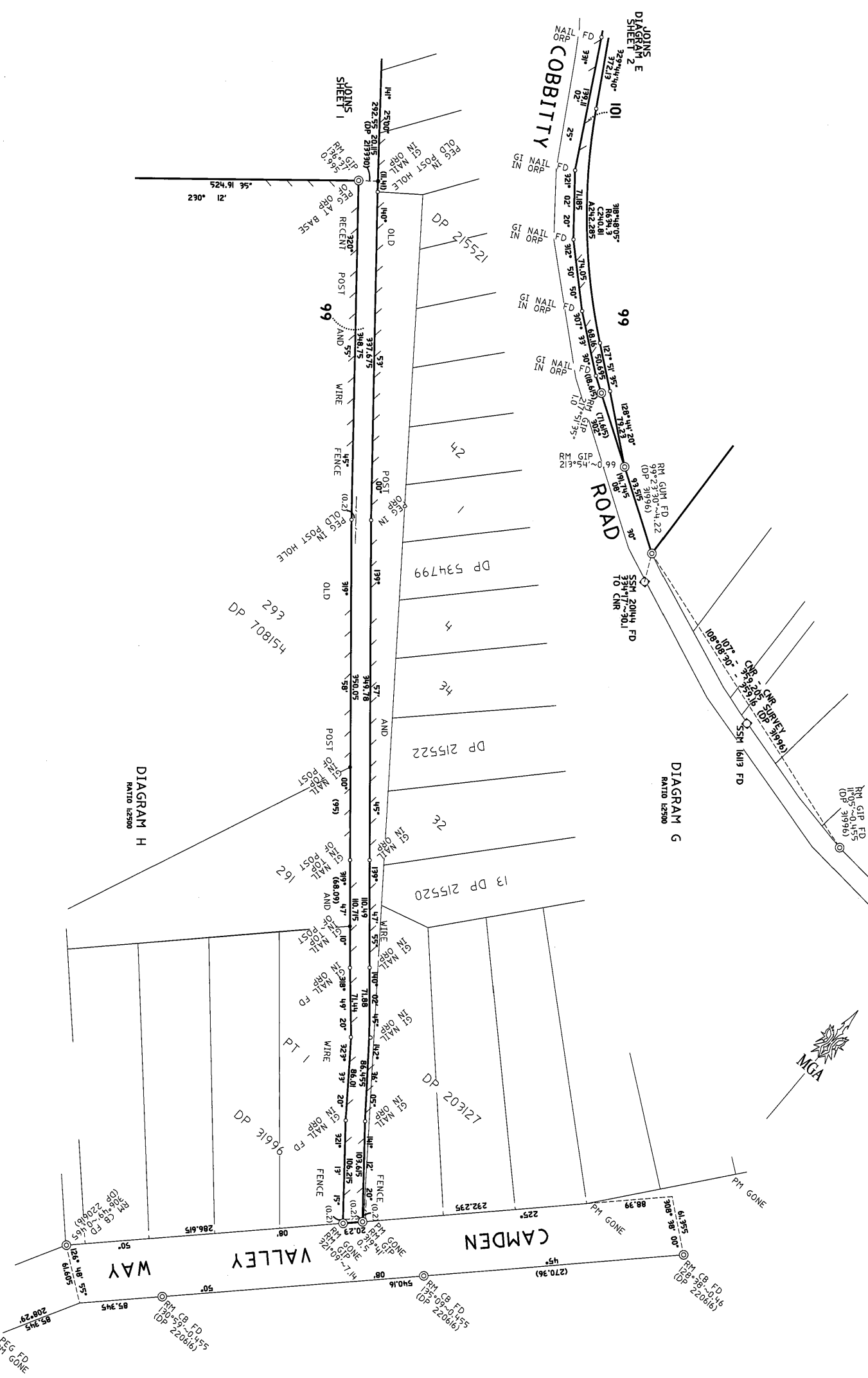


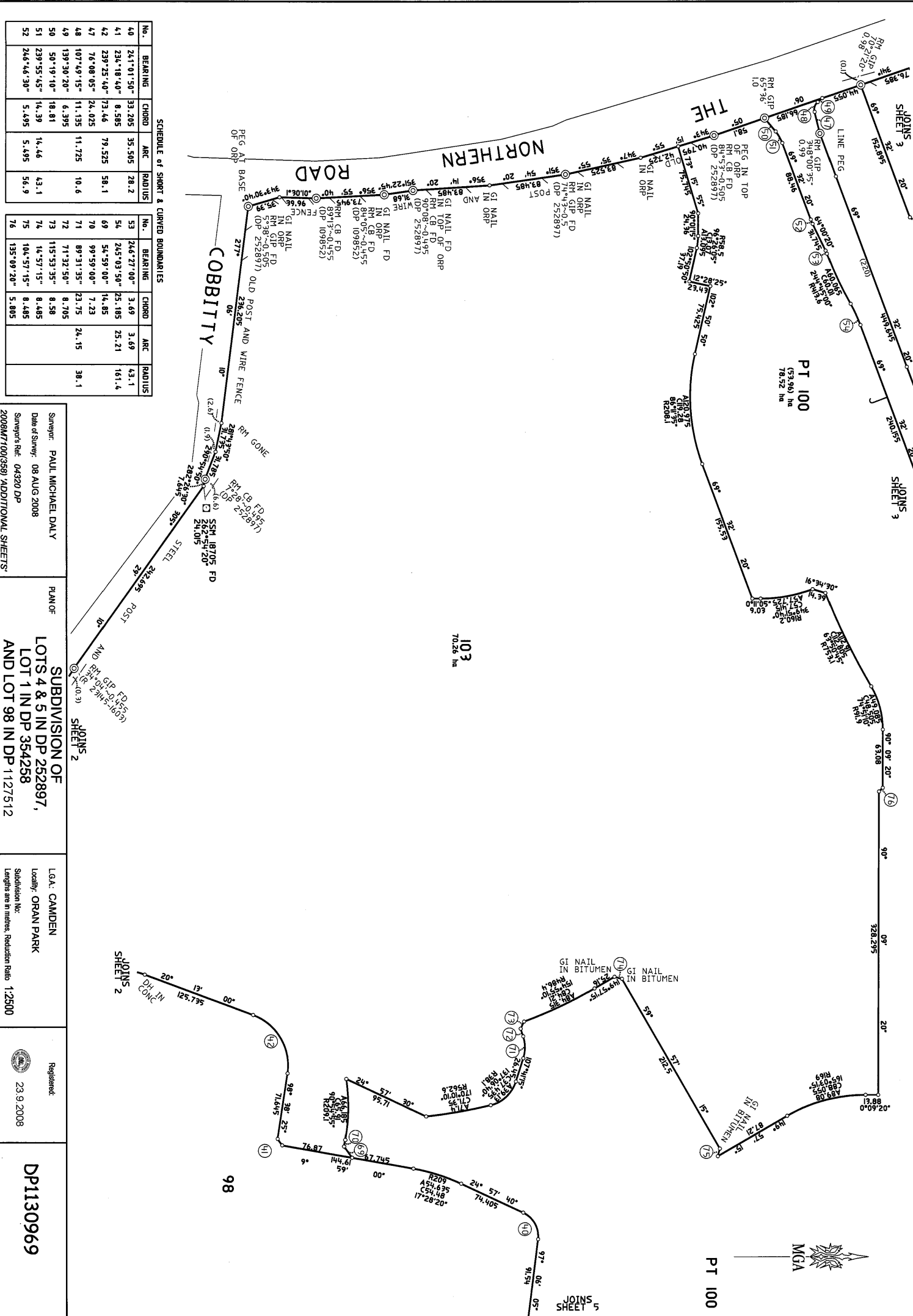
Surveyor: PAUL MICHAEL DALY Date of Survey: 08 AUG 2008 Surveyor's Ref: 04320 DP 2008M/100(358) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512	L.G.A.: CAMDEN Locality: ORAN PARK Subdivision No.: Lengths are in meters, Reduction Ratio 1:2500	Registered:  23.9.2008	DP1130969
--	---	--	--	-----------

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

Scale of mm

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

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

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

Surveyor: PAUL MICHAEL DALY
Date of Survey: 08 AUG 2008
Surveyor's Ref: 04320 DP
2008M7100(359) 'ADDITIONAL SHEETS'

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

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

Registered:
23.9.2008

DP1130969

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

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

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

1. RESTRICTION ON THE USE OF LAND

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

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

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

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

Crown Lands NSW/Western Lands Office Approval

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")

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

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

* Delete whichever is inapplicable.



DP1130969 S

Registered: 23.9.2008

Title System: TORRENS

Purpose: SUBDIVISION

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

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

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

The survey relates to
LOTS 98 TO 103

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

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

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

Plans used in the preparation of survey/compilation

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

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

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

*OFFICE USE ONLY

PM 32685 FD 7

MGA & OBS
MGA/GROUND
EAS (INDIRECT)

32°
33°
33°32.8

SEE SHEET 2

PT 994

(R)

BROCK DRIVE

32 FD

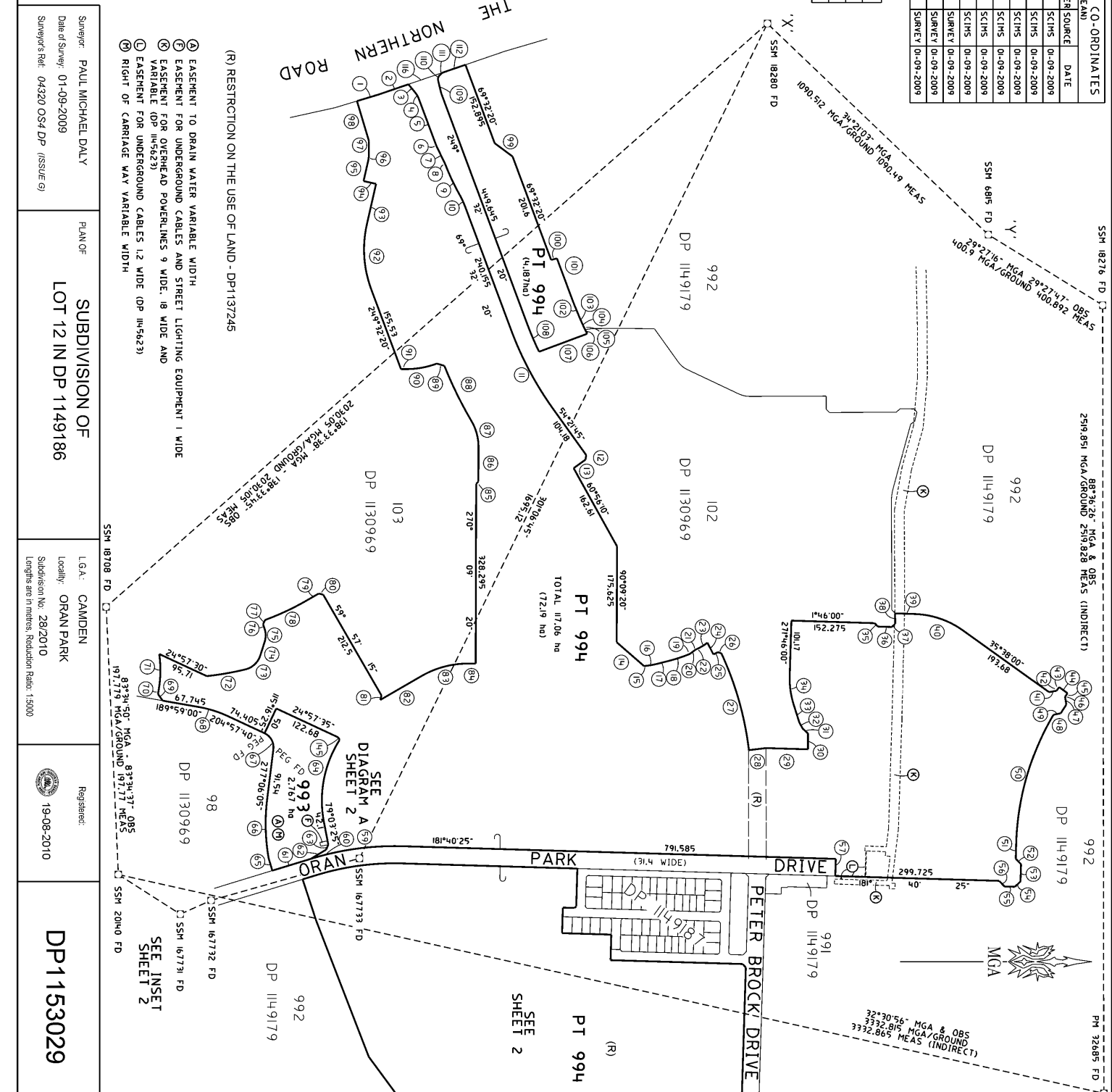
67731 FD

SEE INSET SHEET 2

DP 1149179

992

P1153029



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 VARIABLE WIDTH (A)
2. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (M)
3. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (F)
4. POSITIVE COVENANT
5. RESTRICTION ON THE USE OF LAND

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")

CTM
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council
Date of Endorsement: 9th August 2010
Accreditation no:
Subdivision Certificate no: 28 / 2010
File no: BA 952 / 2007

* Delete whichever is inapplicable.

DP1153029

Registered: 19-08-2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
LOT 12 IN DP 1149186

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

I PAUL MICHAEL DALY
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN
a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 01-09-2009

The survey relates to
LOT 993

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

Signature Paul Michael Daly Dated: 10-06-2010
Surveyor registered under the Surveying Act, 2002

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

Plans used in the preparation of survey/compilation

DP 1130969
DP 1145623
DP 1149179
DP 1149182
DP 1149186
DP 1149187

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

SURVEYOR'S REFERENCE: 04320 OS4 DP (ISSUE G)

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF
LOT 12 IN DP 1149186

DP1153029

Registered:



19-08-2010

Subdivision Certificate No: 28 of 200

Date of Endorsement: 9th AUGUST 2010

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature:

Mark Perich

Signature:

Ralph Bruce

Print Name:

MARK PERICH

Print Name:

RALPH BRUCE

Office Held

PofA 4586
No 836

Office Held

PofA Book 4586,
No. 836

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

Signature:

Matthew Beaggs

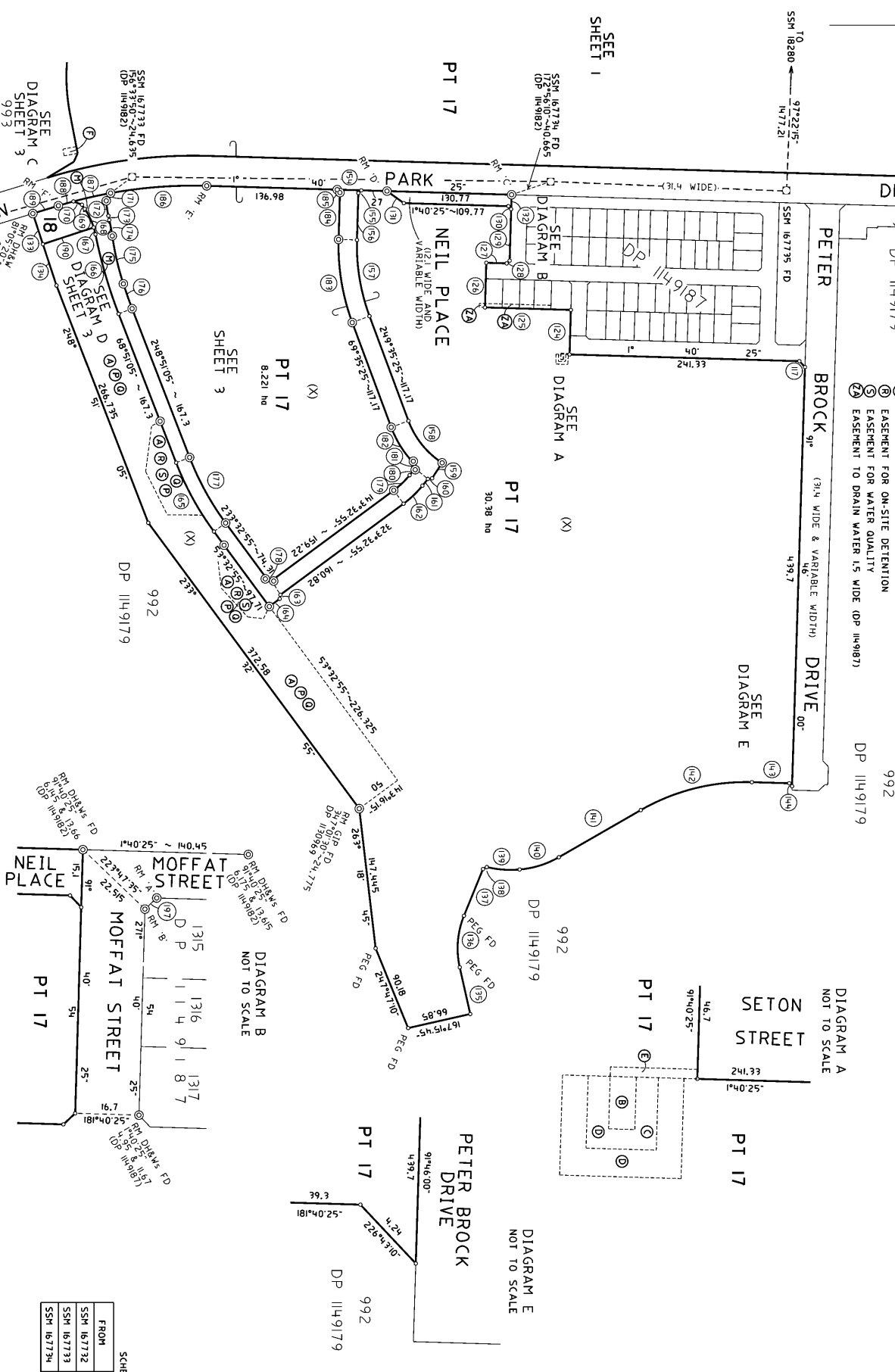


- (A) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(B) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1149187) (X) RESTRICTION ON THE USE OF LAND - DP1137245
(C) RESTRICTION SITE RESTRICTION ON THE USE OF LAND (DP1149187)
(D) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1149187)
(E) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 1150229)
(F) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE, 18 WIDE AND VARIABLE WIDTH (DP 1145623)
(G) EASEMENT FOR UNDERGROUND CABLES 1.2 WIDE (DP 1145623)
(H) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE
(I) RIGHT OF CARRIAGE WAY VARIABLE WIDTH
(J) POSITIVE COVENANT
(K) EASEMENT FOR ON-SITE DETENTION
(L) EASEMENT FOR WATER QUALITY
(M) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1149187)
(N) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1149187)

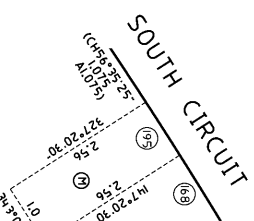
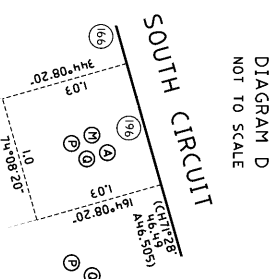
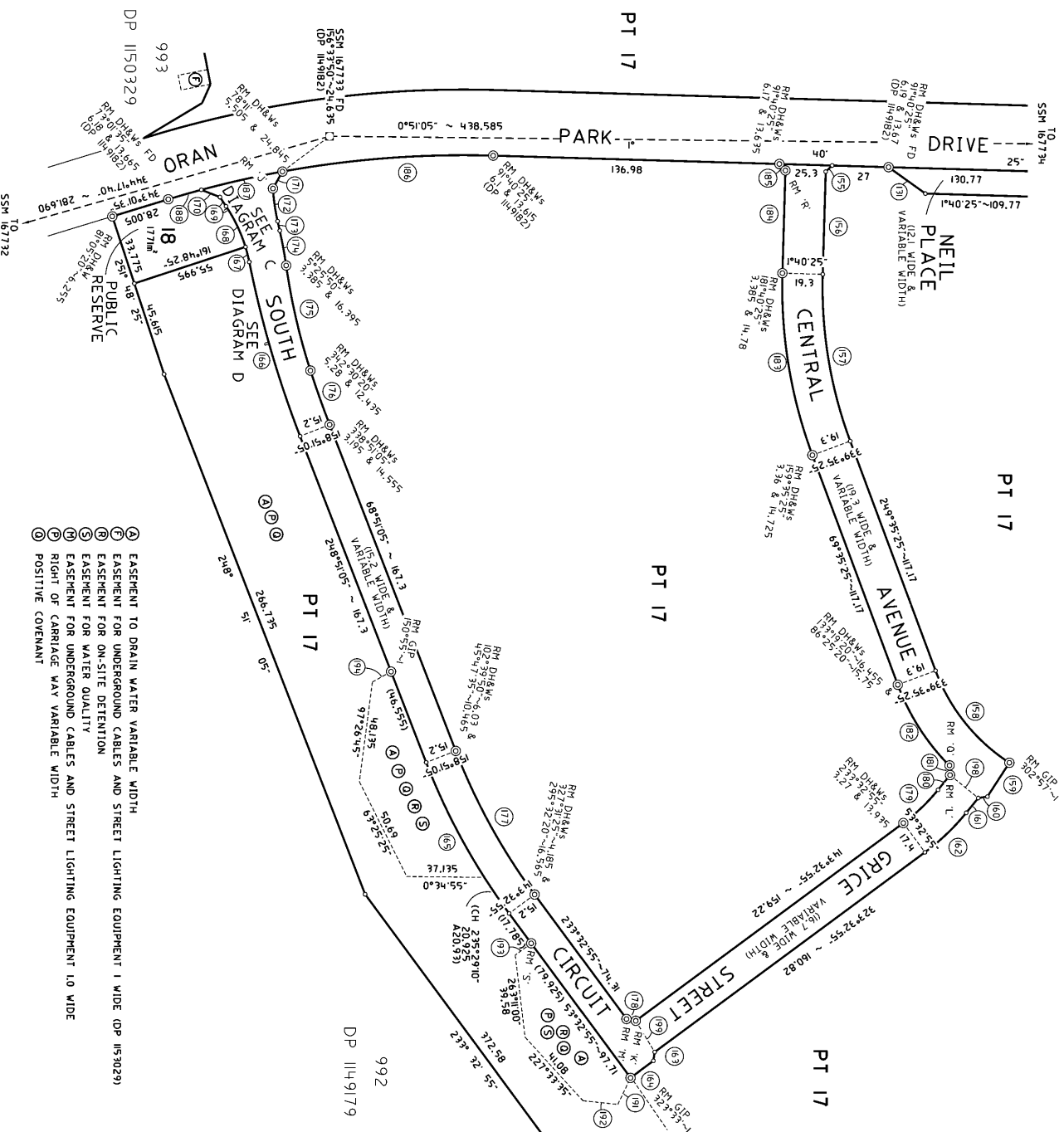
SCHEDULE of REFERENCE MARKS FOUND			
No.	BEARING	DISTANCE	DESCRIPTION
A	91°40'25"	4.42 & 11.13	DH&MS
B	4°34'17.35"	4.895 & 14.21	DH&MS
C	91°40'25"	6.195 & 13.66	DH&MS
D	91°40'25"	6.19 & 13.65	DH&MS
E	91°40'25"	6.1 & 13.65	DH&MS
F	73°01'35"	6.185 & 13.555	DH&MS
G	73°01'35"	6.185 & 13.555	DH&MS

SCHEDULE of SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC
117	42°43'10"	8.48	
124	91°40'25"	4.67	
125	1°40'25"	90	
126	91°40'25"	4.67	
127	1°40'25"	21.43	
128	136°40'25"	4.245	
129	91°40'25"	5.4	
130	46°40'25"	4.245	
131	35°35'00"	21.69	
132	91°40'25"	15.1	
133	251°48'25"	33.775	
134	251°48'25"	45.615	
135	171°15'45"	50.025	
136	91°40'25"	54.24	
137	42°40'25"	52.91	
138	153°05'45"	34.53	
139	184°07'25"	34.53	
140	182°24'55"	42.96	
141	150°07'05"	99.205	
142	185°53'45"	120.125	
143	184°40'25"	39.3	
144	226°43'10"	4.24	
145	1°40'25"	25.3	
155	316°40'25"	4.245	
156	91°40'25"	4.915	
157	260°37'55"	80.78	
158	231°16'05"	56.46	
159	302°56'45"	19.3	
160	351°24'50"	4.435	
161	309°05'45"	9.125	
162	316°19'20"	27.35	
163	278°32'55"	4.245	
164	323°32'55"	13.6	
165	61°12'00"	82.42	
166	173°44'05"	86.725	
167	255°44'00"	7.445	
168	64°29'05"	21.53	
169	56°07'10"	5.31	
170	21°20'35"	9.55	
171	299°15'45"	9.295	
172	261°53'30"	15.785	
173	251°12'35"	4.61	
174	259°33'00"	16.99	
175	256°57'50"	51.51	
176	250°26'45"	27.5	
177	241°12'00"	78.375	
178	180°32'55"	4.245	
179	136°19'20"	22.97	
180	129°05'40"	9.125	
181	86°46'35"	4.435	
182	57°25'05"	4.601	
183	80°37'55"	88.75	
184	271°40'25"	4.915	
185	46°40'25"	4.245	
186	355°40'40"	101.16	
187	347°19'40"	39.795	
188	344°00'05"	16.445	
189	343°01'35"	28.005	
190	181°48'25"	55.995	
191	136°40'25"	4.245	

SCHEDULE of SSM CONNECTIONS			
FROM	TO	BEARING	DISTANCE
SSM 167732	SSM 167733	344°17'40"	281.690
SSM 167733	SSM 167734	0°51'05"	438.595
SSM 167734	SSM 167735	180°39'45"	247.935



Surveyor: PAUL MICHAEL DALY Date of Survey: 09-03-2010 Surveyor's Ref: 04320 PDP2 (ISSUE 1)	PLAN OF SUBDIVISION OF LOT 994 IN DP 1150329	L.G.A.: CAMDEN Locality: ORAN PARK Subdivision No. 29 OF 2010 Lengths are in metres, Reduction Ratio: 1:3000	Registered: 19-06-2010	DP115151500
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SCHEDULE OF REFERENCE MARKS PLACED			
No.	BEARING	DISTANCE	DESCRIPTION
J	350°49'50"	3.395 & 24.67	DH&WS
K	238°48'05"	5.275 & 12.385	DH&WS
L	219°05'45"	5.31 & 11.955	DH&WS
M	285°57'00"	5.465	DH&W
N	216°35'15"	8.63	DH&W
O	174°41'15"	6.09 & 20.295	DH&WS
P	181°40'29"	5.805 & 13.955	DH&WS
S	98°39'00"	14.185	DH&W

SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	CURVED	ARC
131	35°35'00"	21.69	
132	316°40'25"	4.245	
133	91°40'25"	4.915	
134	260°37'55"	80.78	
135	231°16'05"	56.46	
136	302°56'45"	19.3	
137	351°24'50"	4.435	
138	309°05'45"	9.125	
139	216°19'20"	27.35	
140	278°32'35"	4.245	
141	323°32'35"	13.6	
142	61°12'00"	82.42	
143	73°44'05"	86.725	
144	255°44'00"	7.455	
145	64°29'05"	21.53	
146	56°07'10"	5.31	
147	217°20'35"	9.55	
148	299°45'45"	9.295	
149	261°15'45"	15.785	
150	257°12'35"	4.61	
151	259°33'00"	16.99	
152	256°57'50"	51.51	
153	250°26'45"	27.5	
154	241°12'00"	78.375	
155	188°32'55"	4.245	
156	136°19'20"	22.97	
157	129°05'40"	9.125	
158	86°46'35"	4.435	
159	57°25'05"	4.601	
160	80°37'55"	88.175	
161	271°40'25"	4.915	
162	46°40'25"	4.245	
163	355°40'40"	10.16	
164	347°19'40"	39.795	
165	344°00'05"	16.465	
166	115°29'20"	14.075	
167	186°00'10"	16.715	
168	323°32'55"	9.47	
169	150°55'00"	10.215	
170	57°28'30"	1.0	
171	72°08'15"	1.0	
172	39°05'45"	17.4	
173	58°48'05"	17.475	

- ① EASEMENT TO DRAIN WATER VARIABLE WIDTH
- ② EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 1153029)
- ③ EASEMENT FOR ON-SITE DETENTION
- ④ EASEMENT FOR WATER QUALITY
- ⑤ EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1.0 WIDE
- ⑥ RIGHT OF CARRIAGE VAY VARIABLE WIDTH
- ⑦ POSITIVE COVENANT

Surveyor: PAUL MICHAEL DALY
Date of Survey: 09-03-2010
Surveyors Ref: 04320 PDP2 (ISSUE 1)

PLAN OF
SUBDIVISION OF
LOT 994 IN DP 1153029

L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No: 29 OF 2010
Lengths are in metres, Reduction Ratio: 1:1500

Registered:
19-08-2010

DP1151500

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.

IT IS INTENDED TO DEDICATE CENTRAL AVENUE, NEIL PLACE, SOUTH CIRCUIT AND GRICE STREET TO THE PUBLIC AS PUBLIC ROAD.

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A)
2. EASEMENT FOR ON-SITE DETENTION (R)
3. EASEMENT FOR WATER QUALITY (S)
4. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (M)
5. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (P)
6. POSITIVE COVENANT (Q)
7. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE LOT 18 TO THE PUBLIC AS PUBLIC RESERVE.

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")

PJ M'Carthy
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council
Date of Endorsement: 9th August 2010
Accreditation no:
Subdivision Certificate no: 29 of 2010
File no: DA 982/08

* Delete whichever is inapplicable.

DP1151500

Registered:  19-08-2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
LOT 994 IN DP 1153029

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

I PAUL MICHAEL DALY
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN
a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 09-03-2010

The survey relates to
ROADS - (PART LOT 12 COMPILED)

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

Signature *Paul Michael Daly* Dated: 23-04-2010
Surveyor registered under the Surveying Act, 2002

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

Plans used in the preparation of survey/compilation

DP 1130969 DP 1153029
DP 1137245
DP 1145623
DP 1149179
DP 1149182
DP 1149186
DP 1149187

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

SURVEYOR'S REFERENCE: 04320 PDP2 (ISSUE L)

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF
LOT 994 IN DP 1153029

DP1151500

Registered:



19-08-2010

Subdivision Certificate No: 29 of 2010

Date of Endorsement: 9th August 2010

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature:

Mark Perich

Signature:

Ralph Bruce

Print Name:

MARK PERICH

Print Name:

RALPH BRUCE

Office Held

PofA 4586
No. 836

Office Held

PofA 4586
No. 836

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

Signature:

Matthew Beggs

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

1	34°05'55"	40.795		
2	34°05'55"	58.1		
3	50°40'10"	18.81		
4	59°55'45"	14.39		
5	69°32'20"	88.46		
6	66°46'30"	5.495		
7	64°00'20"	31.745		
8	66°27'	3.69		
9	64°45'	60.065		
10	65°03'50"	25.185		
11	61°57'05"	162.61		
12	99°21'45"	8.485		
13	144°21'45"	26.545		
14	140°01'55"	66.115		
15	35°41'50"	3.515		
16	34°55'05"	20.575		
17	34°55'05"	21.6		
18	34°54'55"	40.355		
19	33°01'45"	2.335		
20	32°30'40"	10.56		
21	32°02'35"	2.285		
22	32°23'50"	6.845		
23	32°27'20"	17.525		
24	63°17'25"	24.02		
25	33°17'25"	9.085		
26	19°06'35"	6.98		
27	34°07'05"	183.655		
28	35°09'35"	31.4		
29	1°40'25"	76.17		
30	27°00'	28.97		
31	22°40'30"	13.26		
32	24°35'55"	12.84		
33	25°30'30"	34.41		
34	26°20'15"	52.355		
35	16°38'35"	8.505		
36	1°46'	25.5		
37	36°46'	8.485		
38	26°43'30"	19.01		
39	1°46'	55.665		
40	18°42'	92.915		
41	35°05'50"	14.01		
42	30°52'24'55"	4.535		
43	30°5'38"	3.565		
44	35°38'	19		
45	12°57'38"	3.565		
46	12°52'22'05"	4.535		
47	80°04'35"	14.28		
48	122°49'30"	19.025		
49	166°22'55"	13.575		
50	106°09'20"	243.79		
51	91°46'	28.565		
52	46°43'10"	14.13		
53	9°46'	31.4		
54	134°43'10"	14.555		
55	181°40'25"	19		
56	226°43'10"	14.13		
57	271°46'00"	31.4		
58	172°20'	167.095		
59	163°00'35"	2.83		
60	149°03'25"	32.73		
61	141°00'20"	9.84		
62	100°41'10"	152.61		
63	52°07'30"	7.305		
64	15°16'25"	50		
65	204°57'40"	74.405		
66	197°28'20"	54.48		
67	189°59'	67.745		
68	234°59'	14.85		
69	279°59'	7.23		
70	270°54'55"	65.91		
71	245°30'	95.71		
72	350°10'10"	71.35		
73	317°06'40"	31.43		
74	289°31'55"	26.45		
75	232°25'07"	24.15		
76	252°25'07"	8.105		
77	249°53'35"	8.58		

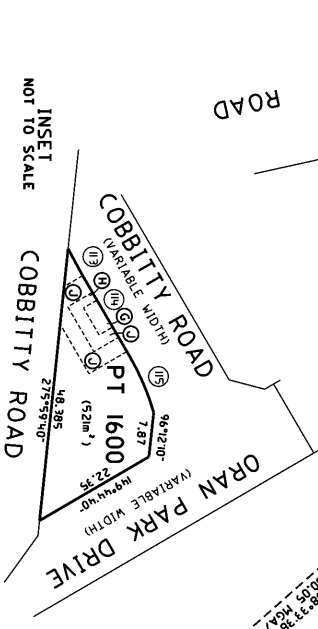
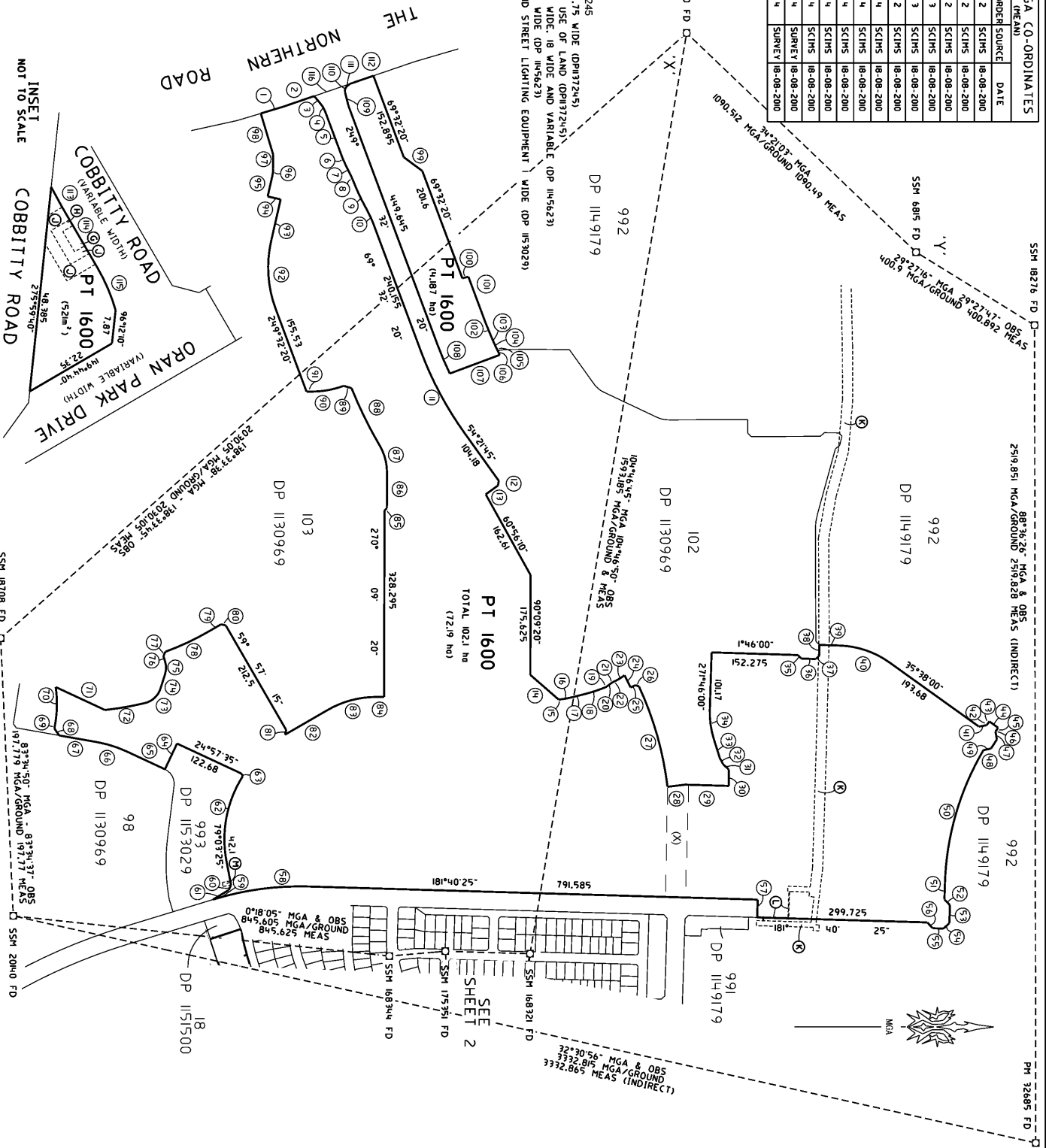
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE	DATE
------	---------	----------	------	-------	-------	--------	------

SSM 6815	290394.878	623455.722	56	B	2	SCIMS	18-08-2000
SSM 18276	290592.077	623600.847	56	B	2	SCIMS	18-08-2000
SSM 18280	289779.472	623555.288	56	B	2	SCIMS	18-08-2000
SSM 18708	29023.08	623403.284	56	C	3	SCIMS	18-08-2000
SSM 20040	29139.743	623405.780	56	C	3	SCIMS	18-08-2000
PM 32685	29334.451	623666.010	56	B	2	SCIMS	18-08-2000
SSM 168321	291320.18	623490.074	56	C	4	SCIMS	18-08-2000
SSM 175272	291397.44	623493.982	56	C	4	SCIMS	18-08-2000
SSM 175500	29135.208	623496.231	56	C	4	SCIMS	18-08-2000
SSM 175501	29135.208	623496.644	56	C	4	SCIMS	18-08-2000
SSM 175554	29105.9	623519.2	56	D	4	SURVEY	18-08-2000
SSM 175555	29136.9	623505.9	56	D	4	SURVEY	18-08-2000

- (X) RESTRICTION ON USE OF LAND - DP1153745
- (H) EASEMENT FOR PADMOUNT SUBSTATION 275 WIDE (DP137245)
- (H) RESTRICTION SITE: RESTRICTION ON THE USE OF LAND (DP137245)
- (X) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (DP 1145623)
- (X) EASEMENT FOR UNDERGROUND CABLES 1/2 WIDE (DP 1145623)
- (H) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 153029)

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

78	34°55'10"	84.21	84.315	148.4
79	32°57'15"	25.16		
80	14°57'15"	8.485		
81	104°57'15"	8.485		
82	32°57'15"	87.21		
83	34°57'15"	88.055		
84	07°09'20"	13.88		
85	35°09'20"	5.805		
86	27°09'20"	63.08		
87	25°45'10"	44.805		
88	24°35'04'5"	112.805		
89	196°34'30"	14.39		
90	169°10'05"	57.485		
91	180°10'05"	9.03		
92	266°11'35"	109.28		
93	262°50'50"	75.425		
94	192°28'25"	23.43		
95	282°50'50"	37.19		
96	276°26'05"	13.07		
97	27°00'15"	24.36		
98	253°15'55"	75.745		
99	36°33'45"	40.67		
100	64°33'35"	9.095		
101	64°33'35"	5.015		
102	64°33'35"	8.485		
103	159°32'20"	93.76		
104	159°32'20"	54.81		
105	256°08'05"	24.025		
106	281°49'15"	11.755		
107	309°30'20"	6.395		
108	341°06'05"	44.055		
109	64°15'30"	9.76		
110	59°44'40"	12.225		
111	66°47'05"	10.815		
112	341°06'05"	66.185		

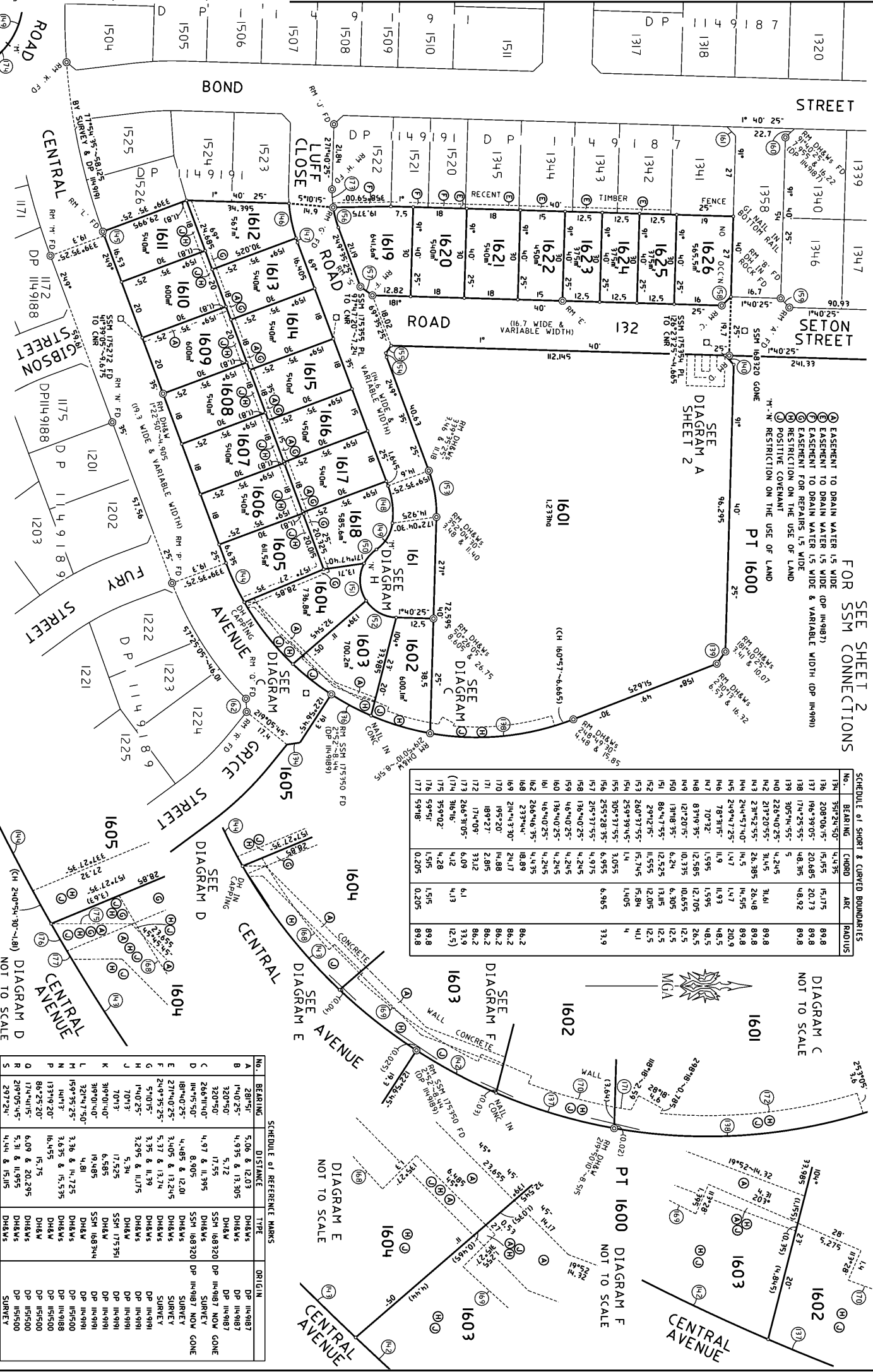


Surveyor: PAUL MICHAEL DALY		PLAN OF SUBDIVISION OF LOT 1189 IN DP 1149188	
Date of Survey: 18-08-2010		Locality: ORAN PARK	
Surveyor's Ref: 04320 TT (S6) DP (ISSUE 4)		Subdivision No: 46 OF 2010	
		Registered: 14.12.2010	
		DP1153030	

SEE SHEET 2
FOR SSM CONNECTIONS

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 114987)
- (B) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH (DP 114991)
- (C) EASEMENT FOR REPAIRS 1.5 WIDE
- (D) RESTRICTION ON THE USE OF LAND
- (E) POSITIVE COVENANT
- (F) RESTRICTION ON THE USE OF LAND

SCHEDULE OF SHORT & CURVED BOUNDARIES					
No.	BEARING	CURVED	ARC	RADIUS	
134	351°24'50"	4.435	15.175	89.8	
136	208°06'15"	15.155	20.713	89.8	
137	196°39'05"	20.685	28.375	89.8	
138	174°25'55"	48.315	48.92	89.8	
139	305°14'55"	5	4.245	89.8	
140	226°40'25"	31.45	26.16	89.8	
141	219°20'55"	31.45	26.16	89.8	
142	234°52'55"	26.385	26.16	89.8	
143	244°57'40"	14.5	14.5	20.9	
144	249°47'25"	1.47	1.47	4.1	
145	259°39'45"	1.4	1.4	4.1	
146	78°31'55"	11.9	11.93	48.5	
147	170°32'	1.595	1.595	48.5	
148	81°49'35"	12.585	12.705	26.5	
149	121°20'15"	10.335	10.655	12.5	
150	134°48'35"	6.24	6.305	12.5	
151	86°47'55"	12.525	11.555	12.5	
152	291°27'55"	15.745	12.015	12.5	
153	260°37'55"	15.745	15.84	4.1	
154	259°39'45"	1.4	1.405	4	
155	305°37'55"	3.055	6.965	33.9	
156	255°28'35"	4.975	4.975	86.2	
157	215°37'55"	4.975	4.975	86.2	
158	136°40'25"	4.245	4.245	86.2	
159	46°40'25"	4.245	4.245	86.2	
160	136°40'25"	4.245	4.245	86.2	
161	46°40'25"	4.245	4.245	86.2	
162	266°46'35"	18.89	18.89	86.2	
163	233°44'	18.89	18.89	86.2	
164	195°30'30"	24.17	24.17	86.2	
165	109°27'	2.815	6.1	33.9	
166	174°09'	33.12	33.12	86.2	
167	266°30'05"	6.09	6.09	33.9	
168	316°16'	4.12	4.13	12.5	
169	359°02'	4.28	4.28	89.8	
170	59°18'	0.205	0.205	89.8	



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	TYPE	ORIGIN
A	1°40'25"	5.06 & 12.03	DH&WS	DP 114987
B	320°50'	5.12	DH&WS	DP 114987
C	320°50'	17.55	SSM 168320 DP 114987 NOW GONE	SURVEY
D	114°45'00"	4.97 & 11.395	DH&WS	SSM 168320 DP 114987 NOW GONE
E	271°40'25"	8.905	SSM 168320 DP 114987 NOW GONE	SURVEY
F	271°40'25"	4.485 & 12.01	DH&WS	SURVEY
G	249°35'25"	5.37 & 13.245	DH&WS	DP 114987
H	5°40'15"	3.35 & 11.39	DH&WS	DP 114987
I	5°40'15"	3.295 & 11.75	DH&WS	DP 114987
J	70°13'	5.34	DH&WS	DP 114987
K	70°13'	17.525	DH&WS	DP 114987
L	316°40'40"	6.585	DH&WS	DP 114987
M	316°40'40"	19.485	SSM 168320 DP 114987	DP 114987
N	159°35'25"	4.81	DH&WS	DP 114987
O	159°35'25"	3.36 & 11.725	DH&WS	DP 114987
P	133°47'50"	3.635 & 15.535	DH&WS	DP 114987
Q	174°40'15"	15.75	DH&WS	DP 114987
R	219°05'45"	6.09 & 20.295	DH&WS	DP 114987
S	237°24'	4.44 & 15.195	DH&WS	DP 114987

Surveyor: PAUL MICHAEL DALY
Date of survey: 18-08-2010
Surveyors Ref: 04320 T1 (S6) DP (ISSUE 4)

PLAN OF SUBDIVISION OF LOT 1189 IN DP 1149188

L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No: 46 OF 2010
Lengths are in metres. Reduction Ratio: 1:800

Registered: 14.12.2010

DP1153030

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.

IT IS INTENDED TO DEDICATE ROAD 132 AND ROAD 161 TO THE PUBLIC AS PUBLIC ROAD.

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 REPAIRS 1.5 WIDE (G)
3. POSITIVE COVENANT (J)
4. RESTRICTION ON THE USE OF LAND (H)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND

AND RELEASE:

1. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1149187)

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")

P M'K...
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council
Date of Endorsement: 1st December 2010
Accreditation no:
Subdivision Certificate no: 46 of 2010
File no: DA 933/2009

* Delete whichever is inapplicable.

DP1153030

Registered:  14.12.2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
LOT 1189 IN DP 1149188

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

I PAUL MICHAEL DALY
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN
a surveyor registered under the Surveying 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: 18-08-2010

The survey relates to
LOTS 1601 TO 1626

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

Signature Paul M. Daly Dated: 03-09-2010
Surveyor registered under the Surveying and Spatial Information Act 2002

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

Plans used in the preparation of survey/compilation

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

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

SURVEYOR'S REFERENCE: 04320 T1 (S6) DP (ISSUE J)

* OFFICE USE ONLY

PLAN FORM 6 (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF

SUBDIVISION OF
LOT 1189 IN DP 1149188

*

DP1153030

Registered:



14.12.2010

*

Subdivision Certificate No: 46 of 2010

Date of Endorsement: 1st December 2010

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature:

Signature:

Print Name:

JOE BUDA

Print Name:

RALPH BRUCE

Office Held

Director

Office Held

 P of A Book 4586 No 886
Regd: 25/03/2010
Signed by me MATTHEW JOHN BERGS
as delegate of Landcom and I hereby
declare that I have no notice of revocation
of such delegation.

Signature:

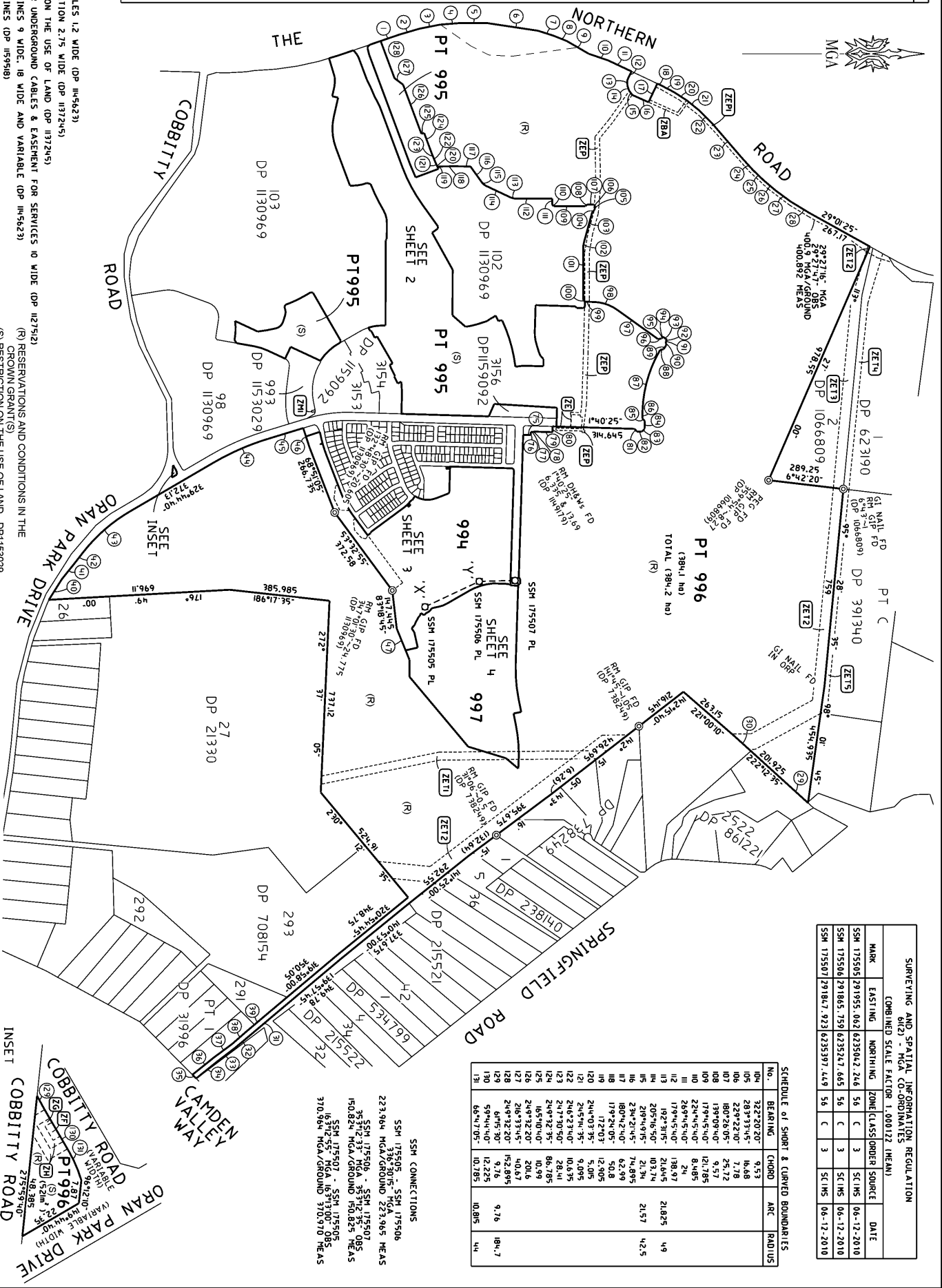
PM

SURVEYOR'S REFERENCE: 04320 T1 (S6) DP (ISSUE J)

* OFFICE USE ONLY

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

1	34°06'05"	76.385		
2	34°05'15"	80.67		
3	35°32'05"	78.36		
4	0°17'	104.35		
5	8°34'20"	62.09		
6	17°45'35"	54.67		
7	30°06'20"	48.43		
8	16°52'05"	78.09		
9	25°14'50"	79.53		
10	15°58'35"	20.37		
11	7°08'	18.7		
12	53°22'05"	20.94		
13	24°08'45"	68.37		
14	25°14'50"	79.205		
15	27°37'55"	57.36		
16	33°03'40"	60.235		
17	39°06'20"	59.545		
18	45°14'40"	70.775		
19	49°13'	171.2		
20	47°47'05"	64.845		
21	43°51'05"	57.595		
22	40°17'25"	61.2		
23	36°21'30"	70.595		
24	31°08'40"	83.905		
25	22°26'10"	94.425		
26	22°26'10"	82.02		
27	19°17'35"	104.49		
28	14°23'35"	84.85		
29	10°12'20"	103.445		
30	22°50'6'20"	20.23		
31	32°33'32'05"	86.25		
32	32°33'32'05"	86.25		
33	31°49'40"	71.44		
34	30°24'30"	93.55		
35	30°24'30"	79.23		
36	31°48'05"	50.695		
37	31°48'05"	22.746		
38	34°30'35"	79.39		
39	67°47'10"	90.8		
40	71°48'25"	29.06		
41	1°40'25"	12.25		
42	1°40'25"	11.2		
43	27°10'25"	1.5		
44	27°10'25"	2.2		
45	46°43'40"	14.13		
46	34°34'30"	14.85		
47	27°14'40"	31.4		
48	22°43'10"	14.13		
49	28°56'55"	246.375		
50	28°56'55"	490.5		
51	34°22'35"	13.575		
52	30°24'30"	19.025		
53	26°04'35"	14.28		
54	30°5'22'05"	4.535		
55	30°5'22'05"	4.535		
56	12°5'38'	19		
57	12°5'38'	3.565		
58	12°5'38'	4.535		
59	12°5'38'	4.535		
60	12°5'38'	4.535		
61	12°5'38'	4.535		
62	12°5'38'	4.535		
63	12°5'38'	4.535		
64	12°5'38'	4.535		
65	12°5'38'	4.535		
66	12°5'38'	4.535		
67	12°5'38'	4.535		
68	12°5'38'	4.535		
69	12°5'38'	4.535		
70	12°5'38'	4.535		
71	12°5'38'	4.535		
72	12°5'38'	4.535		
73	12°5'38'	4.535		
74	12°5'38'	4.535		
75	12°5'38'	4.535		
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77	12°5'38'	4.535		
78	12°5'38'	4.535		
79	12°5'38'	4.535		
80	12°5'38'	4.535		
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91	12°5'38'	4.535		
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94	12°5'38'	4.535		
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103	12°5'38'	4.535		



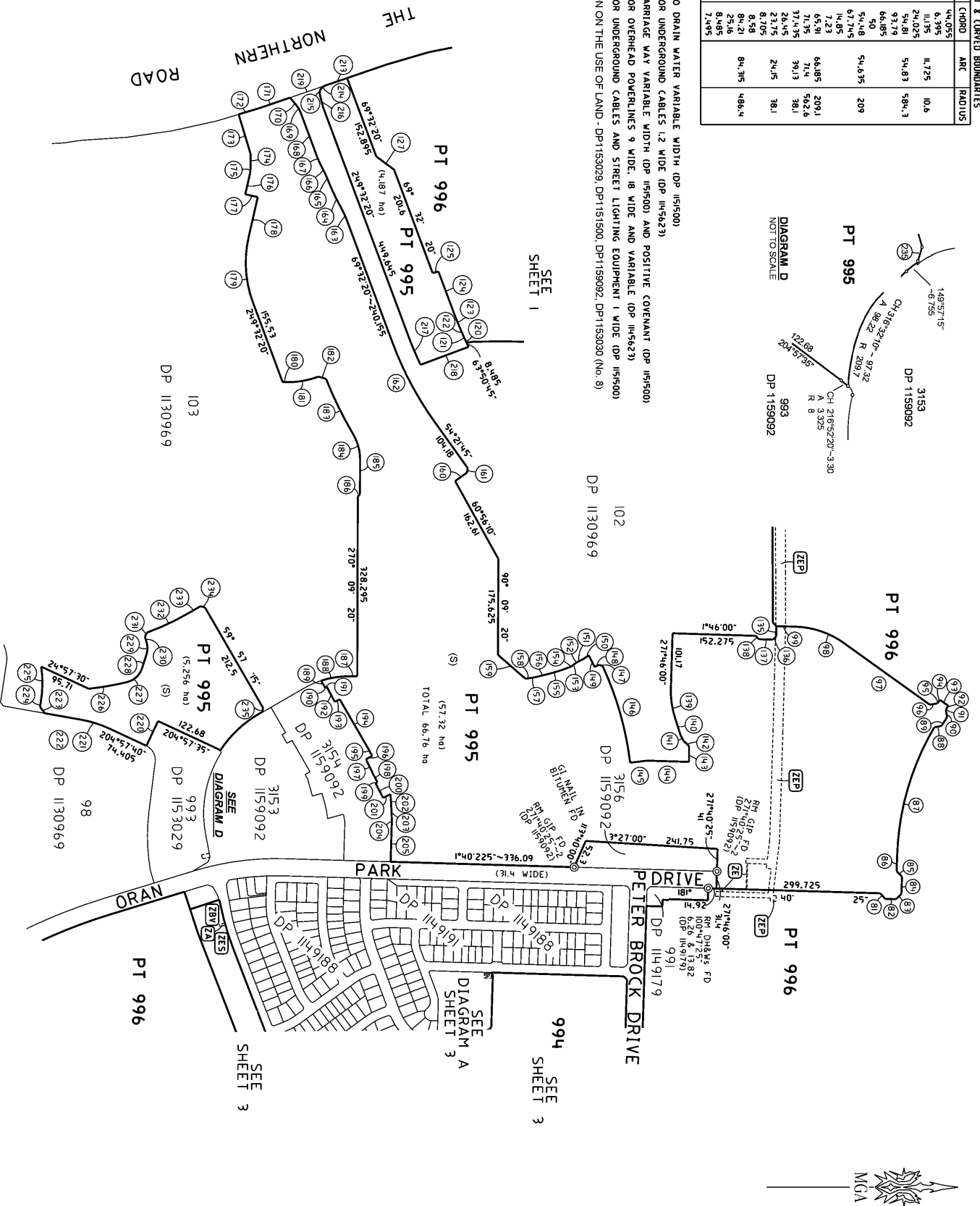
SCHEDULE OF SHORT & CURVED BOUNDARIES				
NO.	BEARING	CHORD	ARC	RADIUS
213	304°06'05"	50.055		
214	319°14'45"	6.395		
215	267°14'45"	11.35	11.725	10.6
216	156°06'05"	24.025		
217	246°51"	54.81	54.83	549.3
218	156°06'05"	54.81	54.83	
219	156°06'05"	50		
220	156°06'25"	50		
221	171°28'20"	54.48	54.485	209
222	189°59"	61.745		
223	234°59"	14.95		
224	219°59"	7.23		
225	270°04'55"	65.91	66.185	209.1
226	350°00'10"	71.95	71.4	542.6
227	317°06'04"	371.35	361.3	381.1
228	248°14'51"	26.45		
229	248°14'51"	26.45	24.15	
230	248°32'50"	6.705		
231	248°33'35"	8.58		38.1
232	334°55'10"	84.21		
233	329°55'10"	25.16	84.35	446.4
234	14°57'15"	7.495		
235	104°57'15"	7.495		

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

213 214 216 215 219 171 170 172

69°3'

THE
 NORTHERN
 ROAD



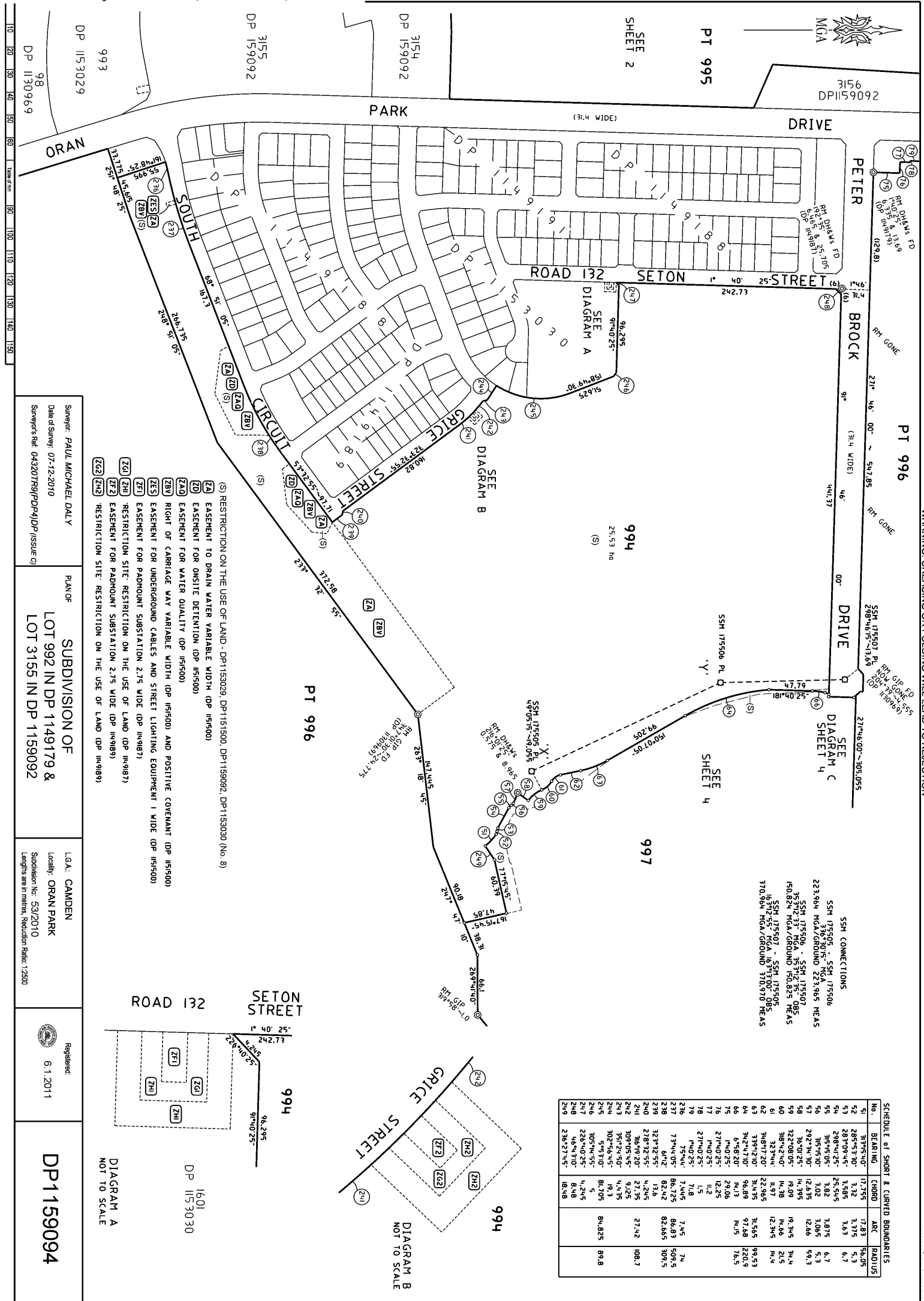
Surveyor: PAUL MICHAEL DALY
Date of Survey: 07-12-2010
Surveyor's Ref: 04320TR9(PDP4)D

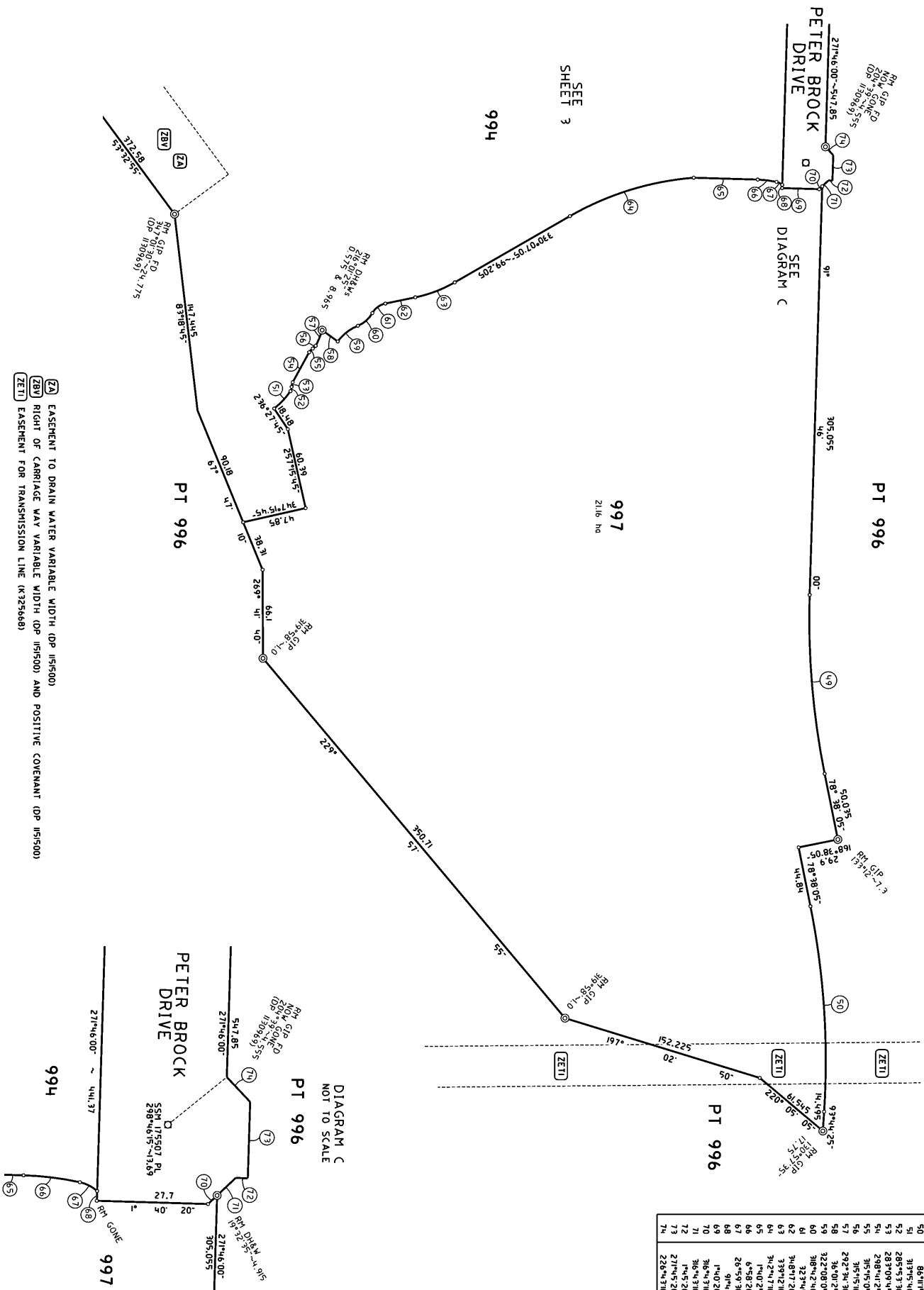
SUBDIVISION OF
LOT 992 IN DP 1149179 &
LOT 3155 IN DP 1159092

L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No: 53/2010
Lengths are in metres, Reduction Ratio: 1:5000

Registered: 6.1.2011

DP1159094





SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	(COORD)	ARC	RADIUS
49	85°12'	133.97	134.26	585.8
50	86°11'5"	153.6	154.05	584.3
51	31°15'40"	17.755	17.83	56.05
52	285°53'30"	3.32	3.375	6.7
53	288°04'45"	3.585	3.63	6.7
54	305°15'05"	25.545	3.875	6.7
55	305°15'05"	3.82	3.865	5.3
56	305°15'05"	3.82	3.865	5.3
57	288°04'45"	12.385	12.46	19.3
58	305°15'05"	18.09	18.345	34.4
59	322°08'05"	18.38	18.46	21.5
60	308°42'40"	11.97	12.345	14.4
61	323°44'	22.965	31.565	99.53
62	348°17'20"	31.435	97.68	220.9
63	339°12'10"	47.79	14.15	76.5
64	342°47'10"	96.89	9.88	9.5
65	1°40'25"	14.13	2.43	2.7
66	6°58'20"	4.83	4.88	9.5
67	26°59'30"	2.7	3.11	6.37
68	9°46'	27.7	6.37	19.005
69	1°40'20"	3.11	6.37	19.005
70	306°43'10"	6.37	6.37	19.005
71	1°45'20"	6.37	6.37	19.005
72	271°45'20"	19.005	19.005	19.005
73	226°43'10"	19.005	19.005	19.005

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

Surveyor: PAUL MICHAEL DALY
Date of Survey: 07-12-2010
Surveyor's Ref: 043207R9(PDP4)DP (ISSUE C)

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

L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No.: 53/2010
Lengths are in metres, Reduction Ratio: 1:2000



DP1159094

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. RESTRICTION ON THE USE OF LAND

Office Use Only

DP1159094

Registered:  6.1.2011

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

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

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

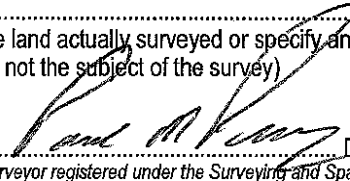
County: CUMBERLAND

Surveying Certificate

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

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

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

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

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

Plans used in the preparation of survey/compilation

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

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

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

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature:
Date:
File Number:
Office:

Subdivision Certificate

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

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


* Authorised Person/General Manager/Accredited Certifier

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

* Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF

SUBDIVISION OF

LOT 992 IN DP 1149179 &
LOT 3155 IN DP 1159092

Office Use Only

DP1159094

Registered:



6.1.2011

Office Use Only

Subdivision Certificate No: 53/2010

Date of Endorsement: 22 DEC 2010

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature:

Mark Perich

Signature:

Ralph Bruce

Print Name:

Mark Perich

Print Name:

Ralph Bruce

Office Held

*PoFA Book 4586
No. 836*

Office Held

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

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

Signature:

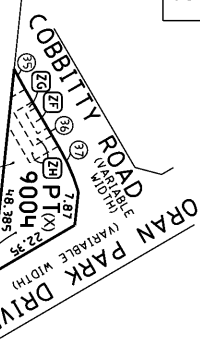
Matthew John Beggs

MB



SCHEDULE of SHORT & CURVED BOUNDARIES		
No.	DISTANCE	RADIUS
1	100.44	
2	80.67	
3	80.67	
4	78.36	
5	104.315	
6	196.005	
7	62.09	
8	54.67	
9	98.43	
10	79.09	
11	98.435	
12	39.58	
13	20.33	
14	18.7	
15	20.94	
16	68.37	
17	79.205	
18	15.785	
19	57.36	
20	68.235	
21	59.545	
22	70.775	
23	171.2	
24	64.845	
25	57.515	
26	61.12	
27	70.515	
28	83.905	
29	267.17	
30	93.515	
31	79.23	
32	50.695	
33	4242.285	154.3
34	4248.17	198.4
35	46.76	18.7
36	12.225	
37	410.815	

SCHEDULE of SHORT BOUNDARIES		
No.	BEARING	DISTANCE
151	54°21'45"	46.645
152	39°49'15"	26.365
153	12°31'15"	26.06
154	97°33'05"	20.17



INSET
COBBITTY ROAD
BY DEDUCTION
NOT TO SCALE

SURVEYING AND SPATIAL INFORMATION REGULATION 6121 - MGA CO-ORDINATES COMBINED SCALE FACTOR 1.000122 (MEAN)															
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE	DATE	MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE	DATE
PM 25146	289963.440	6234087.336	56	B	2	SCONS	25-10-2011	SSM 20140	291319.743	6234055.380	56	C	3	SCONS	25-10-2011
PM 32685	293111.451	6236866.100	56	B	2	SCONS	25-10-2011	SSM 167733	291220.951	6234079.347	56	C	3	SCONS	25-10-2011
SSM 6815	290394.878	6236455.722	56	B	2	SCONS	25-10-2011	SSM 167734	291237.470	623517.930	56	C	3	SCONS	25-10-2011
SSM 18276	290592.037	6236804.847	56	B	2	SCONS	25-10-2011	SSM 167735	291244.660	6235365.789	56	C	3	SCONS	25-10-2011
SSM 18280	289779.472	6235555.288	56	B	2	SCONS	25-10-2011	SSM 173640	291236.542	6234902.786	56	C	3	SCONS	25-10-2011
SSM 18705	290232.721	6234161.390	56	C	3	SCONS	25-10-2011	SSM 175507	291847.924	6235397.450	56	C	3	SCONS	25-10-2011
SSM 18706	290628.579	6238885.676	56	C	3	SCONS	25-10-2011	SSM 175508	291526.335	6235407.375	56	C	3	SCONS	25-10-2011
SSM 18708	291123.18	6234033.264	56	C	3	SCONS	25-10-2011	SSM 175516	291014.307	6234653.244	56	C	3	SCONS	25-10-2011

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

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

L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No: 50 of 2011
Lengths are in metres. Reduction Ratio: 1:10,000

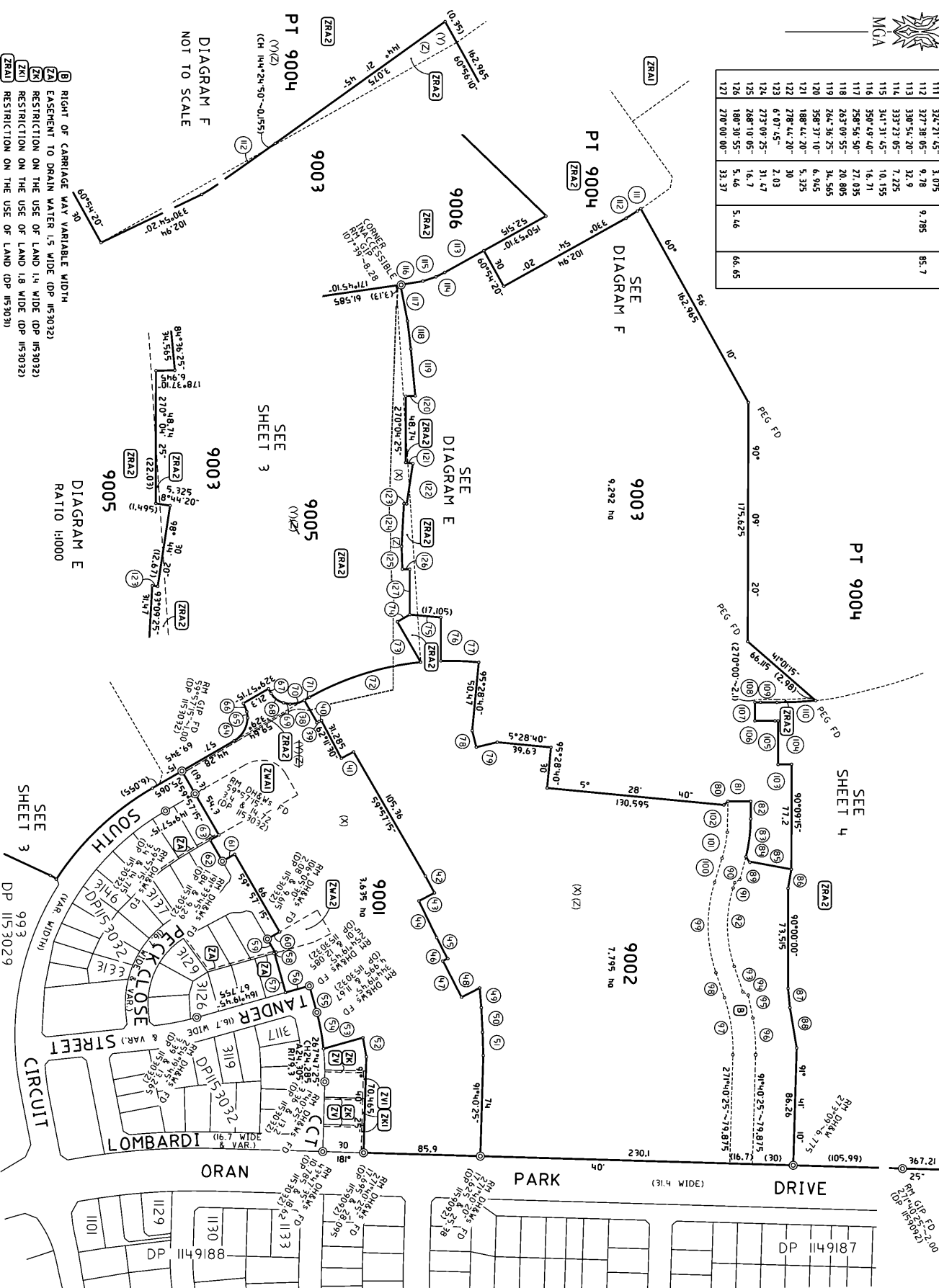
Registered:
22-12-2011

© DP1169698

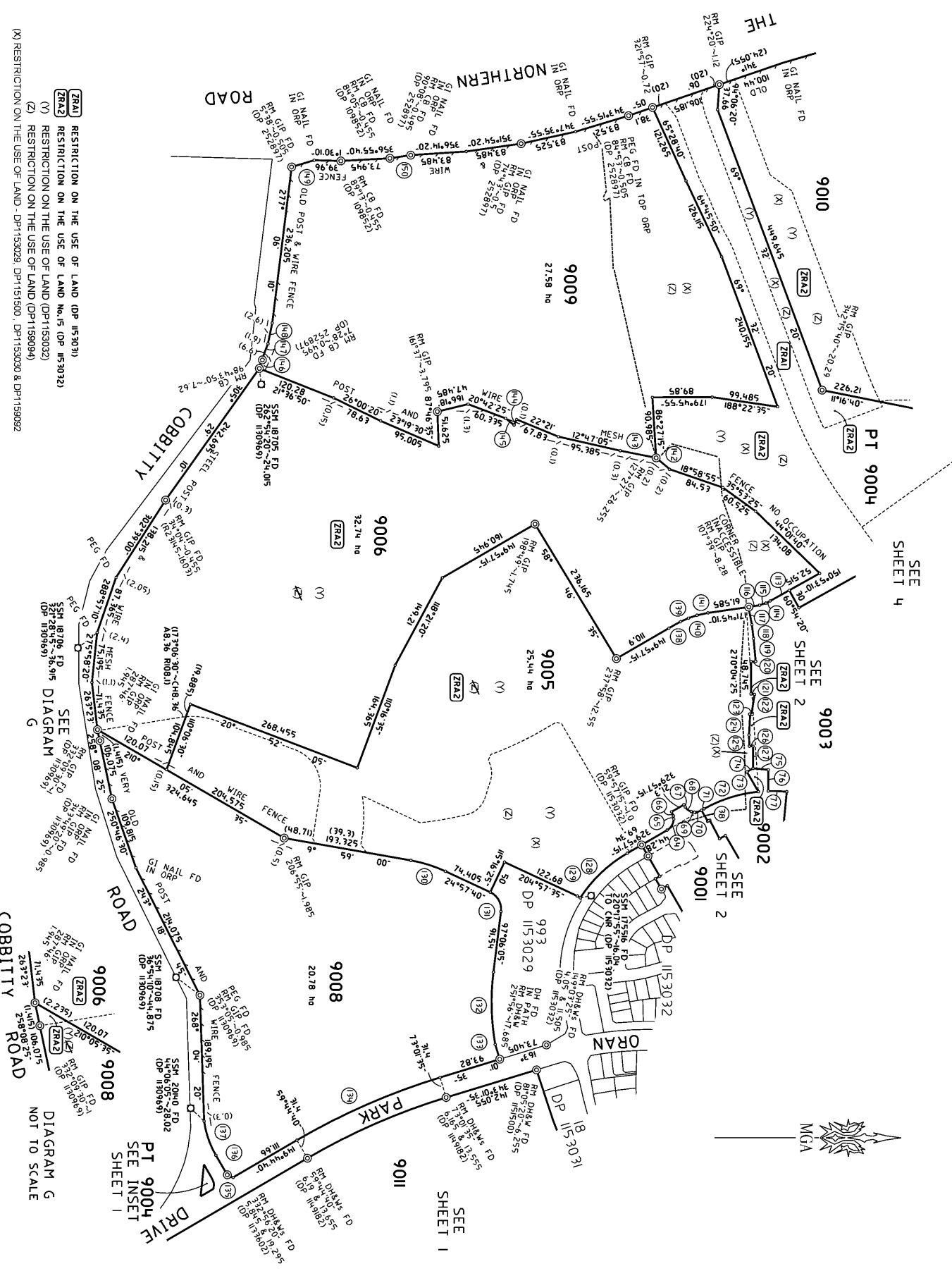


SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DISTANCE	RADIUS
110	177°23'50"	28.44	295.5
111	324°21'45"	3.075	9.785
112	327°38'05"	9.78	85.7
113	330°54'20"	32.9	
114	333°23'05"	7.225	
115	341°31'45"	10.155	
116	350°49'40"	16.71	
117	258°56'50"	27.035	
118	263°09'55"	20.805	
119	264°36'25"	34.565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

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



SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DISTANCE	RADIUS
38	57°57'15"	19.3	
39	327°57'15"	1.5	
40	330°14'20"	1.895	190.9
41	152°11'30"	10.21	
42	61°34'30"	14.145	
43	152°50'10"	12.905	
44	64°08'40"	30.01	
45	62°51'10"	17.3	
46	152°51'10"	3.705	
47	62°50'10"	30.005	
48	152°51'05"	15	
49	85°27'10"	14.56	
50	87°01'40"	17.995	
51	88°14'40"	17.145	
52	259°52'25"	14.355	
53	164°19'45"	30.075	
54	259°34'15"	27.115	
55	254°19'45"	20.3	
56	164°19'45"	18.195	
57	254°19'45"	30	
58	344°19'45"	0.7	
59	239°57'15"	11.8	
60	329°57'15"	10.4	
61	169°57'15"	10.4	
62	239°57'15"	18	
63	329°57'15"	7.4	
64	295°11'15"	22.58	
65	251°40'25"	0.96	
66	247°26'20"	6.75	
67	59°57'15"	3.935	
68	37°12'50"	11.44	
69	14°28'25"	0.44	
70	357°12'50"	15	
71	349°57'15"	1.5	
72	342°06'55"	88.545	
73	239°57'15"	34.3	
74	329°57'15"	10.525	
75	5°09'55"	22.95	
76	90°00'00"	31.935	
77	2°07'25"	27.895	
78	76°04'25"	12.5	
79	164°43'25"	15.88	
80	137°48'55"	4.04	
81	0°09'15"	16.7	
82	90°00'15"	12.825	
83	97°04'00"	28.09	
84	57°36'45"	4.085	
85	10°30'45"	31.7	
86	99°56'45"	14.2	
87	84°19'30"	15.23	
88	80°28'55"	30	
89	104°53'40"	17.24	
90	146°46'50"	4.48	
91	107°02'55"	4.09	
92	89°11'20"	57.75	
93	71°19'40"	19.7	
94	30°54'20"	4.57	
95	78°12'25"	17.215	
96	85°55'15"	21.56	
97	26°30'05"	42.385	
98	251°19'40"	19.415	
99	269°11'20"	66.46	
100	287°02'55"	18.47	
101	287°26'45"	19.535	
102	271°23'45"	22.745	
103	359°09'40"	10	
104	90°09'15"	32	
105	0°04'10"	0.915	
106	0°09'20"	16.175	
107	90°00'00"	13.665	
108	183°50'15"	1.03	
109	180°09'20"	15.185	



SCHEMATIC OF SHORT & CURVED BOUNDARIES					
No.	BEARING	DISTANCE	ARC	RADIUS	
38	59°57'15"	19.3			
64	295°11'15"	22.58	24.03	19.8	
65	257°40'25"	0.96	0.96	1.0	
66	247°26'20"	6.77	6.77	25.9	
67	59°57'15"	3.935			
68	37°12'50"	11.44	11.75	14.8	
69	142°28'25"	0.44			
70	352°12'50"	15	15.065	19.8	
71	329°57'15"	1.5			
72	342°06'55"	88.565	89.235	210.2	
73	239°57'15"	34.3			
74	329°57'15"	10.525			
75	5°09'55"	22.95			
76	90°00'00"	31.935			
77	2°07'25"	21.895			
113	330°54'20"	32.9			
114	337°23'05"	7.225			
115	347°31'45"	10.155			
116	350°46'40"	16.71			
117	258°56'50"	27.035			
118	263°09'55"	20.805			
119	264°36'25"	34.565			
120	356°37'10"	6.915			
121	188°44'20"	5.325			
122	278°44'20"	30			
123	6°07'45"	2.03			
124	273°09'25"	31.47			
125	268°10'05"	16.7			
126	180°30'55"	5.46			
127	270°00'00"	33.37			
128	136°32'10"	97.32	98.22	208.7	
129	216°52'20"	3.3	3.375	8	
130	197°28'20"	54.48	54.635	209	
131	61°01'50"	33.205	35.505	28.2	
132	88°33'45"	108.88	109.285	366.62	
133	73°06'20"	23.075			
134	156°22'05"	224.92	235.45	1015.7	
135	194°44'40"	36.775			
136	239°44'40"	36.775			
137	250°58'55"	54.205	54.55	139.06	
138	157°04'10"	13.41			
139	161°33'35"	13.395			
140	167°44'20"	16.915			
141	177°45'10"	61.585			
142	39°47'25"	26.85			
143	11°14'35"	55.005			
144	115°10'10"	9.2			
145	38°08'45"	16.195			
146	282°26'30"	7.655			
147	290°54'30"	31.785			
148	281°43'50"	31.735			
149	343°30'40"	35.39			
150	351°22'45"	31.68			

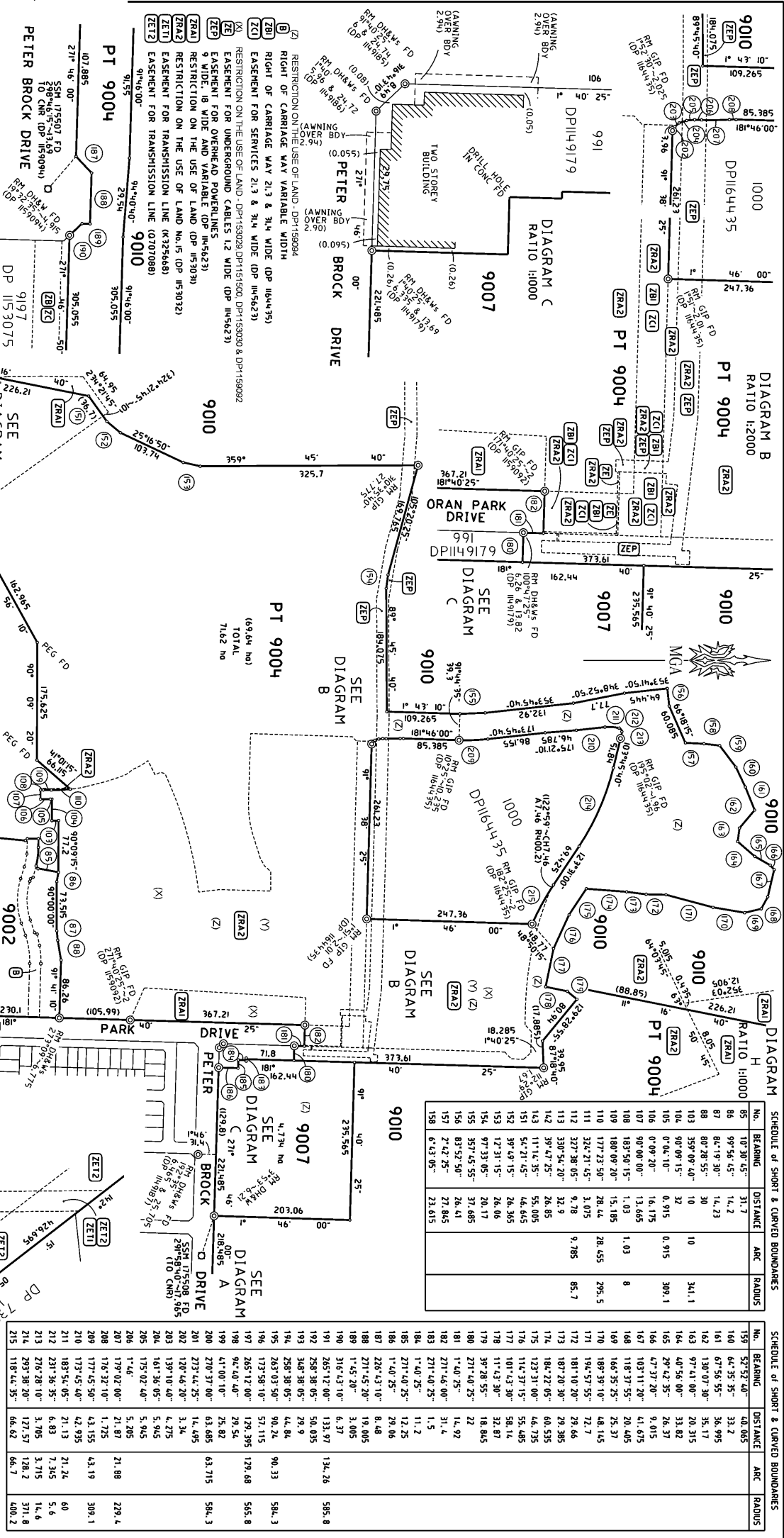
Surveyor: PAUL MICHAEL DALY
Date of Survey: 28-10-2011
Surveyor's Ref: 04320(PDP)DP (ISSUE B)

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

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

Registered: 22-12-2011

DP1169698



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

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

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

Office Use Only

DP1169698

Registered: 22-12-2011



Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

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

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Survey Certificate

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

The survey relates to
LOTS 9001 TO 9011

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

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

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

Plans used in the preparation of survey/compilation

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

If space is insufficient use PLAN FORM 6A annexure sheet

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

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

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

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

JD Surin

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

Consent Authority: Camden Council
Date of Endorsement: 16th November 2011

Accreditation no:

Subdivision Certificate no: 50 of 2011

File no: DA1061/2011

* Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

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

Office Use Only

DP1169698

Registered:



22-12-2011

Office Use Only

Subdivision Certificate No: 50 of 2011

Date of Endorsement: 16th November 2011

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature:

Signature:

Print Name:

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

Print Name:

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

Office Held

Office Held

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

Signature:

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

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

Office Use Only

DP1169698

Registered:



22-12-2011

Office Use Only

Subdivision Certificate No: 50 of 2011

Date of Endorsement: 16th November 2011

Westpac Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 332

By: RUMANA HABIB

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

Signature of Witness:

Name of Witness:

NIVI PUNJA

Address of Witness:

BANK OFFICER
NSW SERVICE CENTRE
1 KING ST. CONCORD WEST

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

Lengths are in metres

(Sheet 1 of 2 Sheets)



DP1130969 B

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

Full name and address of the owner of the land:

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

PART 1 (Creation)

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

Part 2 (Terms)

Terms of restriction numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden

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

DP1130969

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

Lengths are in metres

(Sheet 2 of 2 Sheets)

Plan:

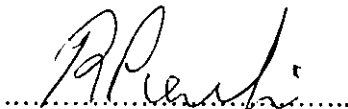
Plan of Subdivision of 32/2008
Lots 4 & 5 in D.P.252897,
Lot 1 in D.P.354258 and Lot 98 in D.P.

Tony Perich
director



PART 2 (CONTINUED)

Owners Signature




Executed by leppington
Pastoral Pty Ltd (ACN:000420404) under s.127
of the Corporations Act 2001.

Name of Witness:

Address of Witness:

Signature of Witness:



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

eplan

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

DP1153029

(Sheet 1 of 3 Sheets)

Plan: 20 of 2010

Plan of Subdivision of Lot 12 in DP.1149186
covered by Subdivision Certificate No. 952/2007

Full name and address of
the owner of the land

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

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water variable width (A)	993	Camden Council
2	Right of carriage way variable width (M)	993	Camden Council
3	Easement for underground cables and street lighting equipment 1 wide (F)	993	Integral Energy Australia
4	Positive Covenant	993	Camden Council
5	Restriction on the use of land	994	Camden Council

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Terms of easement numbered 2 in the plan.

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

CAMDEN COUNCIL

Terms of easement numbered 3 in the plan.

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.

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

INTEGRAL ENERGY AUSTRALIA

DP1153029

eplan
(Sheet 2 of 3 Sheets)

Plan: 28 of 2010

Plan of Subdivision of Lot 12 in DP.1149186
covered by Subdivision Certificate No. 952/2007

PART 2 (Terms)(Continued)

Terms of positive covenant numbered 4 in the plan.

The lot hereby burdened has been designated to be Drainage Reserve in the future and until such time as the said lot is transferred to Council the registered proprietor of the lot hereby burdened shall ensure that all works remain on the site in perpetuity and remain functional. In the event that the registered proprietor fails to maintain the works in a functional manner and in accordance with the Landcom manual on Soils and Construction Volume 1, 4th Edition dated March 2004 and to the satisfaction of Council, the Council or it's authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in it's discretion consider reasonable, at the cost of the registered proprietor.

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

CAMDEN COUNCIL

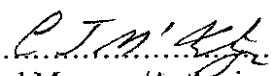
Terms of restriction numbered 5 in the plan.

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 5 in the plan.

CAMDEN COUNCIL

Approved by the Council of Camden

.....
General Manager/Authorised Person

DP1153029

eplan

(Sheet 3 of 3 Sheets)


Plan: 2B of 2010

Plan of Subdivision of Lot 12 in DP.1149186
covered by Subdivision Certificate No. 952/2007

PART 2 (Terms)(Continued)

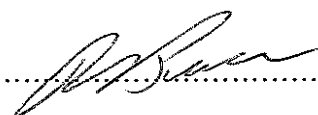
Signed by Leppington Pastoral Company Pty Ltd

ACN 000420404

Signature: 

Print Name: MARK PERICH

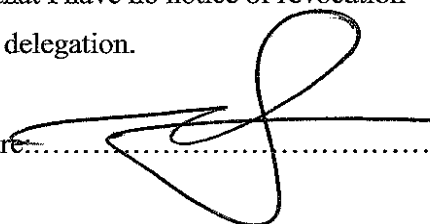
Office Held: PofA Book 4586
No. 836

Signature: 

Print Name: RALPH BRUCE

Office Held: PofA Book 4586
No. 836

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

Signature: 

REGISTERED



19-08-2010

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

DP1151500

(Sheet 1 of 4 Sheets)

Plan: 29 of 2010

Plan of Subdivision of Lot 994 in DP.1153029
covered by Subdivision Certificate No. 982/2008

Full name and address of
the owner of the land

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

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water variable width (A)	17	Camden Council
2	Easement for on-site detention (R)	17	Camden Council
3	Easement for water quality (S)	17	Camden Council
4	Easement for underground cables and street lighting equipment 1 wide (M)	17, 18	Integral Energy Australia
5	Right of carriage way variable width (P)	17	Camden Council
6	Positive covenant (Q)	17	Camden Council
7	Restriction on the use of land	17	Camden Council

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Terms of easement numbered 2 in the plan.

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, from time to time and at all times to detain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of detaining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or

DP1151500

eplan

(Sheet 2 of 4 Sheets)

Plan: 23 of 2010

Plan of Subdivision of Lot 994 in DP.1153029
covered by Subdivision Certificate No. 982/2008

PART 2 (Terms)

machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

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

CAMDEN COUNCIL

Terms of easement numbered 3 in the plan.

The person having the benefit of the easement for on-site detention thirdly created by this plan, has the right to monitor the water storage to ensure water quality and further, the servient tenement shall not allow anything to occur to adversely affect the water quality within the site of the proposed easement.

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

CAMDEN COUNCIL

Terms of easement numbered 4 in the plan.

The terms 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.

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

INTEGRAL ENERGY AUSTRALIA

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

Terms of positive covenant numbered 6 in the plan.

The registered proprietor of the lot hereby burdened shall ensure that all works remain on the site in perpetuity and remain functional. In the event that the registered proprietor fails to maintain the works in a functional manner and in accordance with the Landcom manual on Soils and Construction Volume 1, 4th Edition dated March 2004 and to the satisfaction of Council, the Council or it's authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in it's discretion consider reasonable, at the cost of the registered proprietor.

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

CAMDEN COUNCIL

DP1151500

eplan

(Sheet 3 of 4 Sheets)

Plan: 29 of 2010

Plan of Subdivision of Lot 994 in DP.1153029
covered by Subdivision Certificate No. 982/2008

Terms of restriction numbered 7 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 7 in the plan.

CAMDEN COUNCIL

Approved by the Council of Camden

.....
General Manager/Authorised Person

DP1151500

Plan: 29 of 2010

eplan
(Sheet 4 of 4 Sheets)

Plan of Subdivision of Lot 994 in DP.1153029
covered by Subdivision Certificate No. 982/2008

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 Book 4586
No. 836

Signature: Ralph Bruce

Print Name: RALPH BRUCE

Office Held: P of A Book 4586
No. 836

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

Signature: [Signature]

REGISTERED



19-08-2010

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 6 Sheets)

Plan:

DP1153030

Full name and address of
the owner of the land

Plan of Subdivision of Lot 1189 in DP1149188
covered by Subdivision Certificate No. *46 of 2010*

Leppington Pastoral Company Pty Ltd
1675 The Northern Road
BRINGELLY NSW 2171

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide (A)	1603 1604 1609 1613 1614 1615 1616 1617	1602 1602, 1603 1612, 1613, 1614, 1615, 1616, 1617, 1618 1612, 1614, 1615, 1616, 1617, 1618 1615, 1616, 1617, 1618 1616, 1617, 1618 1617, 1618 1618
2	Easement for Repairs 1.5 Wide (G)	1604 1612 1613 1614 1615 1616 1617 1618	1605 1610, 1611 1609, 1610 1608, 1609 1607, 1608 1607 1606, 1607 1605, 1606
3	Positive Covenant (J)	1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611	Camden Council
4	Restriction on the Use of Land (H)	1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611	Camden Council
5	Restriction on the Use of Land	1601, 1602, 1603, 1604, 1618	Camden Council
6	Restriction on the Use of Land	Each lot except 1600	Every other lot except 1600
7	Restriction on the Use of Land	Each lot except 1600 & 1601	Every other lot except 1600 & 1601
8	Restriction on the Use of Land	1600	Camden Council

ePlan
(Sheet 2 of 6 Sheets)

Plan:
DP1153030

Plan of Subdivision of Lot 1189 in DP1149188
covered by Subdivision Certificate No. *46 of 2010*

PART 1 (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 for Underground Cables 1 Wide (DP 1149187)	1189 Lot 44 in DP1149185 1149188	Integral Energy Australia

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Terms of easement numbered 2 in the plan.

Notwithstanding the terms of easements for repairs as set out in Part 5 Schedule 8 of the Conveyancing Act 1919, the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any structures, buildings, water tanks, vehicular driveways or the like in, on or over the area designated G on the plan.

The extent of the easement for the benefiting lot shall be limited to that part of the burdened lot immediately adjacent to the benefited lot.

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

CAMDEN COUNCIL

Terms of positive covenant numbered 3 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 J 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 J on the plan.

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

CAMDEN COUNCIL

ePlan
(Sheet 3 of 6 Sheets)

Plan:

DP1153030

Plan of Subdivision of Lot 1189 in DP1149188
covered by Subdivision Certificate No. 46 of 2010

PART 2 (Terms)(Continued)

Terms of restriction numbered 4 in the plan.

- (a) No alteration to the type, size or location of the retaining wall within, on or over the area designated H 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 'H' 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 H 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 4 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 5 in the plan.

- 1. With regard to Lot 1601, no vehicular access shall be permitted across the boundary of Lot 1601 immediately adjoining either Road 161 or Central Avenue (when created).
- 2. With regard to Lots 1602, 1603 and 1604, no vehicular access shall be permitted across the boundary of the Lots immediately adjoining Central Avenue (when created).
- 3. With regard to Lots 1602, 1603 and 1604 no dwelling shall be erected or permitted to be erected on the lots burdened unless
 - (a) such dwelling has a front façade facing Central Avenue
 - (b) such dwelling has a minimum set back from Central Avenue of 4.5 metres for any ground floor element or 6 metres for any upper floor element provided that such dwellings do not encroach onto restriction areas created in this plan.
- 4. With regard to Lots 1602, 1603 and 1604 no garage shall be constructed on the lots burdened unless such garage shall have a minimum setback of 5.5 metres to Road 161.
- 5. With regard to Lots 1602, 1603 and 1604 no fencing shall be permitted to be erected on the lots burdened fronting Road 161 unless such fencing is limited to 1.8 metres in height and is constructed
 - (a) in a style and to a standard (including associated landscaping) approved by Greenfields Development Company prior to construction.
 - (b) with a minimum setback of 1.5 metres to Road 161.
- 6. With regard to Lot 1618 no fencing adjacent to that part of the boundary adjoining Road 161 designated M-N on the plan shall be erected unless such fencing is limited to 1.8 metres in height and is constructed
 - (a) in a style and to a standard (including associated landscaping) approved by Greenfields Development Company prior to construction.
 - (b) with a minimum setback of 1.5 metres to Road 161.
- 7. With regard to Lots 1602, 1603 and 1604 no alteration to the 1.5 metre high balustrade fencing erected facing Central Avenue shall be permitted and such fencing must be maintained in its current form.

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

CAMDEN COUNCIL

Handwritten signatures and initials in black ink, including a large signature, a smaller signature, and the initials 'cm'.

ePlan
(Sheet 4 of 6 Sheets)

Plan:
DP1153030

Plan of Subdivision of Lot 1189 in DP1149188
covered by Subdivision Certificate No. *46 of 2010*

PART 2 (Terms)(Continued)

Terms of restriction numbered 6 in the plan.

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

NAME OF PERSON having the power to release, vary or modify the terms of the restriction numbered 6 in the plan.

GREENFIELDS DEVELOPMENT COMPANY

Terms of restriction numbered 7 in the plan.

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

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

GREENFIELDS DEVELOPMENT COMPANY

Terms of restriction numbered 8 in the plan.

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 8 in the plan.

CAMDEN COUNCIL

Approved by the Council of Camden


.....
General Manager/Authorised Person

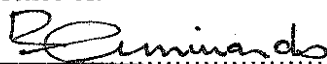
ePlan
(Sheet 5 of 6 Sheets)

Plan:
DP1153030

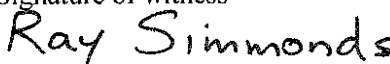
Plan of Subdivision of Lot 1189 in DP1149188
covered by Subdivision Certificate No. **46 of 2010**

PART 2 (Terms)(Continued)

Signed on behalf of Integral Energy Australia
A.B.N.59 253 130 878 by its Attorney pursuant to
Power of Attorney Book 4573 No.297 in the
presence of:

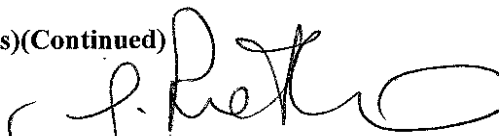


Signature of witness



Name of witness

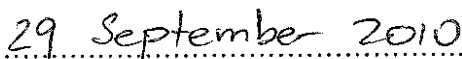
c/- Integral Energy
51 Huntingwood Drive
Huntingwood 2148



Signature of Attorney

Geoff Riethmuller

Network Property Manager



Date of execution

URS 10870

ePlan
(Sheet 6 of 6 Sheets)

Plan:
DP1153030

Plan of Subdivision of Lot 1189 in DP1149188
covered by Subdivision Certificate No. **46 of 2010**

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: *JB*

Print Name: Joe Buda

Office Held: ~~P of A 4586 No.836~~ *JB*

Signature: *RSB*

Print Name: RALPH STUART BRUCE

Office Held: P of A 4586 No.836

Signed by Greenfields Development Company Pty Ltd

Signature: *JB*

Print Name: Joe Buda

Office Held: P of A 4558 No.71

Signature: *RSB*

Print Name: Ralph Stuart Bruce

Office Held: P of A 4558 No.71

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: *[Signature]*

ePlan

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

(Sheet 1 of 2 Sheets)

Plan: **DP1159094**

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

Full name and address of
the owner of the land

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

PART 1 (Creation)

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

PART 2 (Terms)

Terms of restriction numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden

.....
General Manager/ Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

Plan: **DP1159094**

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

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: *Mark Perich*

Print Name: **Mark Perich**

Office Held: P of A 4586 No.836

Signature: *Ralph Bruce*

Print Name: **Ralph Bruce**

Office Held: P of A 4586 No.836

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

Signature: *Matthew John Beggs*

REGISTERED



6.1.2011

CM

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

ePlan

(Sheet 1 of 2 Sheets)

Plan: **DP1169698**

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

Full name and address of
the owner of the land

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

PART 1 (Creation)

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

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

Terms of restriction numbered 2 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden

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

ePlan

(Sheet 2 of 2 Sheets)

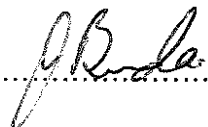
Plan: **DP1169698**

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

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd

ACN 000420404

Signature: 

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

Office Held:

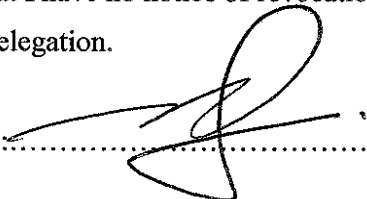
Signature: 


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

Office Held:

Signed by me MATTHEW BEGGS

as delegate of Landcom and I hereby
certify that I have no notice of revocation
of such delegation.

Signature: 


Westpac Banking Corporation
ABN 33 007 457 141
Under Power of Attorney Book 4299 No. 332

By RUMANA HABIB

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

Signature of Witness: 

Name of Witness: NIVI PUNJA

Address of Witness: BANK OFFICER
NSW SERVICE CENTRE
1 KING ST. CONCORD WEST

REGISTERED



22-12-2011

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

LENGTHS ARE IN METRES

Sheet 1 of 19 Sheets

Plan:

DP1217147

**Plan of Subdivision of Lot 10 in DP 1213614 and
 Easement within Lot 3 in DP 1213590
 Covered by Subdivision Certificate No.
 Dated**

Full name and address of the owner
 of the land:

Lot 10 in DP 1213614 and Lot 3 in DP 1213590

Leppington Pastoral Company Pty Ltd
 (ACN 000 420 404)
 5 Peter Brock Drive
 Oran Park NSW 2570

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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Drainage of Water 1.5 wide (A)	1002 1003 1014 1026 1025 1024 1023 1022 1021 1030	1003 and Part 1000 designated (A1) Part 1000 designated (A1) 1021 – 1026 Inclusive and Part 1000 designated (A2) 1021 – 1025 Inclusive and Part 1000 designated (A2) 1021 – 1024 Inclusive and Part 1000 designated (A2) 1021 – 1023 Inclusive and Part 1000 designated (A2) 1021, 1022 and Part 1000 designated (A2) 1021 and Part 1000 designated (A2) Part 1000 designated (A2) 1029

LENGTHS ARE IN METRES

Sheet 2 of 19 Sheets

Plan:

DP1217147

**Plan of Subdivision of Lot 10 in DP 1213614
 and Easement within Lot 3 in DP 1213590
 Covered by Subdivision Certificate No.
 Dated**

**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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. (Cont.)	Easement for Drainage of Water 1.5 wide (A)	1030	1037 – 1042 Inclusive and Part 1000 designated (A3)
		1029	1037 – 1042 Inclusive and Part 1000 designated (A3)
		1042	1037 – 1041 Inclusive and Part 1000 designated (A3)
		1041	1037 – 1040 Inclusive and Part 1000 designated (A3)
		1040	1037 – 1039 Inclusive and Part 1000 designated (A3)
		1039	1037, 1038 and Part 1000 designated (A3)
		1038	1037 and Part 1000 designated (A3)
		1037	Part 1000 designated (A3)
		1045	1044
			1050 – 1055 Inclusive and Part 1000 designated (A4)
		1044	1050 – 1055 Inclusive and Part 1000 designated (A4)
		1055	1050 – 1054 Inclusive and Part 1000 designated (A4)
		1054	1050 – 1053 Inclusive and Part 1000 designated (A4)
		1053	1050 – 1052 Inclusive and Part 1000 designated (A4)

LENGTHS ARE IN METRES

Sheet 3 of 19 Sheets

Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
 and Easement within Lot 3 in DP 1213590
 Covered by Subdivision Certificate No.
 Dated

**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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. (Cont.)	Easement for Drainage of Water 1.5 wide (A)	1052	1050, 1051 and Part 1000 designated (A4)
		1051	1050 and Part 1000 designated (A4)
		1050	Part 1000 designated (A4)
		1098	1092 – 1094 Inclusive 1096, 1097 and Part 1000 designated (A5)
		1097	1092 – 1094 Inclusive 1096 and Part 1000 designated (A5)
		1096	1092 – 1094 Inclusive and Part 1000 designated (A5)
		1094	1092, 1093 and Part 1000 designated (A5)
		1093	1092 and Part 1000 designated (A5)
		1092	Part 1000 designated (A5)
		1004	1005 – 1011 Inclusive
		1005	1006 – 1011 Inclusive
		1006	1007 – 1011 Inclusive
		1007	1008 – 1011 Inclusive
		1008	1009 – 1011 Inclusive
		1009	1010 and 1011
		1010	1011
		1059	1057, 1058 and 1060 – 1067 Inclusive

LENGTHS ARE IN METRES

Sheet 4 of 19 Sheets

Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
 and Easement within Lot 3 in DP 1213590
 Covered by Subdivision Certificate No.
 Dated

**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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. (Cont.)	Easement for Drainage of Water 1.5 wide (A)	1058 1057 1060 1061 1063 1064 1065 1066 1078 1077 1089 1088 1087 1086 1083 1103 1113 1114 1115 1116 1117 1109 1110 1111	1057 and 1060 – 1067 Inclusive 1060 – 1067 Inclusive 1061 – 1067 Inclusive 1062 1064 – 1067 Inclusive 1065 – 1067 Inclusive 1066 and 1067 1067 1077 and 1085 – 1089 Inclusive 1085 – 1089 Inclusive 1085 – 1088 Inclusive 1085 – 1087 Inclusive 1085 and 1086 1085 1084 1113 – 1118 Inclusive 1114 – 1118 Inclusive 1115 – 1118 Inclusive 1116 – 1118 Inclusive 1117 and 1118 1118 1110 – 1112 Inclusive 1111 and 1112 1112 1109-1112 Inclusive
2.	Easement for Right of Access variable width (C2)	Part 1000 designated (C2) on the Plan	Camden Council
3.	Easement for Drainage of Water variable width (C1)	Part 1000 designated (C1) on the Plan	Camden Council

LENGTHS ARE IN METRES

Sheet 5 of 19 Sheets

Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
 and Easement within Lot 3 in DP 1213590
 Covered by Subdivision Certificate No.
 Dated

**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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4.	Easement for Drainage of Water variable width (D)	Part 1000 designated (D) on the Plan	Camden Council
5.	Easement for Drainage of Water 3 wide (F)	Part 1000 designated (F) on the Plan	Camden Council
6.	Easement for Drainage of Water 3 wide (G)	Part 1000 designated (G) on the Plan	Camden Council
7.	Easement for Drainage of Water variable width (H)	Part 1000 designated (H) on the Plan	Camden Council
8.	Easement for Onsite Detention variable width (OSD)	Part 1000 designated (OSD) on the Plan	Camden Council
9.	Easement for Water Quality variable width (WQ)	Part 1000 designated (WQ) on the Plan	Camden Council
10.	Positive Covenant 1.8 wide (U)	Part of Lots 1119 – 1124 Inclusive designated (U) on the Plan	Camden Council
11.	Restriction on the Use of Land 1.8 wide (V)	Part Lots 1119 – 1124 Inclusive designated (V) on the Plan	Camden Council

LENGTHS ARE IN METRES

Sheet 6 of 19 Sheets

Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
 and Easement within Lot 3 in DP 1213590
 Covered by Subdivision Certificate No.
 Dated

**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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
12.	Easement for Padmount Substation 2.75 wide (P)	1028, 1056 and 1099	Endeavour Energy
13.	Restriction on the Use of Land (R)	Part Lots 1026, 1028, 1054, 1056, 1099 and 1117	Endeavour Energy
14.	Restriction on the Use of Land (S)	Part Lots 1026, 1028, 1054, 1056, 1099 and 1117	Endeavour Energy
15.	Easement for Underground Cables 1.5 wide and variable width (T)	Part 1000 and Part 3/1213590 designated (T) on the Plan	Endeavour Energy
16.	Restriction on the Use of Land	1001, 1002 and 1012 – 1020 Inclusive	Camden Council
17.	Restriction on the Use of Land	1001, 1002 and 1012 – 1020 Inclusive	Camden Council
18.	Restriction on the Use of Land	Each Lot except 1000	Camden Council
19.	Restriction on the Use of Land	Each Lot except 1000	Every other Lot except 1000

LENGTHS ARE IN METRES

Sheet 7 of 19 Sheets

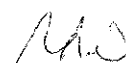
Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
 and Easement within Lot 3 in DP 1213590
 Covered by Subdivision Certificate No.
 Dated

**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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
20.	Restriction on the Use of Land	1001 – 1016 Inclusive 1126 1024 – 1090 Inclusive and 1092 – 1118 Inclusive	Camden Council
21.	Restriction on the Use of Land	Each Lot except 1000	Every other Lot except 1000
22.	Easement for Overhead Power Lines 9 wide (OP)	Part 3/1213590 designated (OP) on the Plan	Endeavour Energy


 Council Authorised Person



LENGTHS ARE IN METRES

Sheet 8 of 19 Sheets

Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated

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 lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Overhead Power Lines 9 wide and variable width created by DP 1153033	3/1213590	Endeavour Energy


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Council Authorised Person

LENGTHS ARE IN METRES

Sheet 9 of 19 Sheets

Plan: **DP1217147** Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated

Part 2 (Terms)

1. Terms of Easement for Right of Access numbered 2 in the plan:

Terms of Right of Access designated (C2) on the Plan as per Part 11 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
2. The easement site is made accessible to the public.
3. The easement will be extinguished upon the extension of the adjoining public road to which it relates.

Name of Persons or Authority empowered to release, vary or modify the Easement for Drainage of Water numbered two(2) in the plan: Camden Council.

2. Terms of Easement for Drainage of Water numbered 3, 5 and 6 in the plan:

Terms of Easement for Drainage of Water designated (C1), (F) and (G) on the Plan as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended together with the following addition:

1. The easement will be extinguished upon the extension of the adjoining public stormwater network to which it relates.

Name of Persons or Authority empowered to release, vary or modify the Easement for Drainage of Water numbered three(3), five (5) and six (6) in the plan: Camden Council.

3. Terms of Easement for Drainage of Water numbered 4 and 7 in the plan:

Terms of Easement for Drainage of Water designated (D) and (H) on the Plan as per Part 7 Schedule 4A of the Conveyancing Act 1919 as amended.

Name of Persons or Authority empowered to release, vary or modify the Easement for Drainage of Water numbered four (4) and seven (7) in the plan: Camden Council.

4. Terms of Easement for Onsite Detention numbered 8 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, from time to time and at all times to detain water (whether rain, storm, spring, soakage, or

LENGTHS ARE IN METRES

Sheet 10 of 19 Sheets

Plan: **DP1217147**

**Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of detaining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line of any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Name of Persons or Authority empowered to release, vary or modify the Easement for Onsite Detention numbered eight (8) in the plan: Camden Council.

5. Terms of Easement for Water Quality numbered 9 in the plan:

The person having the benefit of the easement for onsite detention numbered 9 in the Plan, has the right to monitor the water storage to ensure water quality and further, the servient tenement shall not allow anything to occur to adversely affect the water quality within the site of the proposed easement.

Name of Persons or Authority empowered to release, vary or modify the Easement for Water Quality numbered nine (9) in the plan: Camden Council.

6. Terms of Positive Covenant numbered 10 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 (U) 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 (U) on the Plan.

Name of Persons or Authority empowered to release, vary or modify the Positive Covenant numbered ten (10) in the plan: Camden Council.

7. Terms of Restriction on the Use of Land numbered 11 in the plan:

(a) No alteration to the type, size or location of the retaining wall within, on or over the area designated (V) on the Plan, existing at the time of registration of this Plan, shall be permitted

LENGTHS ARE IN METRES

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Plan: **DP1217147**

**Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

without the prior written consent of Camden Council.

(b) No structure shall be permitted to be constructed within on or over the area designated (V) 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 (V) on the Plan without the prior written consent of Camden Council.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered eleven (11) in the plan: Camden Council.

8. Terms of Easement for Padmount Substation numbered 12 in the plan:

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

9. Terms of Restriction on the Use of Land numbered 13 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

LENGTHS ARE IN METRES

Sheet 12 of 19 Sheets

Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated

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

- 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 Endeavour Energy'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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 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 Endeavour Energy.

10. Terms of Restriction on the Use of Land numbered 14 in the plan:

- 1.0 Definitions:
- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **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 swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 3.0 Lessee of Endeavour Energy's Distribution System
- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

LENGTHS ARE IN METRES

Sheet 13 of 19 Sheets

Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated

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

- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

11. Terms of Easement for Underground Cables numbered 15 in the plan:

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

12. Terms of Easement for Overhead Power Lines numbered 22 in the plan:

The terms set out in Memorandum No. AK104602 registered at Land and Property Information NSW are incorporated in this document.

Name of Authority empowered to release, vary or modify the Easement for Padmount Substation numbered twelve (12) in the plan, the Restrictions numbered thirteen (13) and fourteen (14) in the plan, the Easement for Underground Cables numbered fifteen (15) in the plan and the Easement for Overhead Power Lines numbered twenty-two (22) in the plan: Endeavour Energy.

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

13. Terms of Restriction on the Use of Land numbered 16 in the plan:

No fencing shall be constructed or be permitted to be constructed or remain on the Lots hereby burdened unless:

A 1.8 metre high acoustic rated fence is constructed "between" the future residential dwellings that front the 'collector road' for Lots 1001 and 1002, between 1012 and 1013, between 1013 and 1014, between 1014 and 1015, between 1015 and 1016, between 1016 and 1017, between 1017 and 1018, between 1018 and 1019, and between 1019 and 1020.

The fences should be located as illustrated in "Figure 3 – Fence Locations" contained within the "Road Traffic Noise Assessment: Tranche 31 Oran Park. Prepared by Renzo Tonin & Associates, ref no TD029-41F02(r1) T31 Road Traffic Noise Assessment, Dated 7 September 2015."

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered sixteen (16) in the plan: Camden Council.

LENGTHS ARE IN METRES

Sheet 14 of 19 Sheets

Plan: **DP1217147**

**Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

14. Terms of Restriction on the Use of Land numbered 17 in the plan:

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

- a) The dwelling footprint, boundary setbacks, external noise levels and dwelling design are consistent with "Appendix B Noise Modelling Results" and plans "Fig no TD029-41P01(R1)", identified in the *"Road Traffic Noise Assessment: Tranche 31 Oran Park. Prepared by Renzo Tonin & Associates, ref no TD029-41F02(r1) T31 Road Traffic Noise Assessment, Dated 7 September 2015."*


The front, rear, and side setbacks for all dwellings on the burdened Lots must be no greater than the "minimum" setbacks stipulated in the current Camden Growth Centres Precinct DCP incorporating Schedule 4 Catherine Fields (Part) Precinct. The relevant private open space area must be protected 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 for all burdened Lots should be consistent with "Section 6.1 Building Layout" contained within the *"Road Traffic Noise Assessment: Tranche 31 Oran Park. Prepared by Renzo Tonin & Associates, ref no TD029-41F02(r1) T31 Road Traffic Noise Assessment, Dated 7 September 2015."*

For all burdened Lots, the internal noise levels contained within the current Camden Growth Centres Precinct DCP incorporating Schedule 4 Catherine Fields (Part) Precinct must be achieved for each dwelling.

- c) The construction requirements, window and door treatments, and internal noise levels should be consistent with "Section 6 – Noise Control Treatment Recommendations" and "Table 6 – Acoustic Construction for Treatment Categories" contained within the *"Road Traffic Noise Assessment: Tranche 31 Oran Park. Prepared by Renzo Tonin & Associates, ref no TD029-41F02(r1) T31 Road Traffic Noise Assessment, Dated 7 September 2015."*

For all burdened Lots, the internal noise levels contained within the current Camden Growth Centres Precinct DCP incorporating Schedule 4 Catherine Fields (Part) Precinct must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.


.....
Council Authorised Person

LENGTHS ARE IN METRES

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Plan: **DP1217147**

**Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated**

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

- d) The dwellings constructed on all burdened Lots shall comply as follows:
All facades in the report, "*Road Traffic Noise Assessment: Tranche 31 Oran Park. Prepared by Renzo Tonin & Associates, ref no TD029-41F02(r1) T31 Road Traffic Noise Assessment, Dated 7 September 2015*" 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. Consultation with a mechanical engineer to ensure that 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.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered seventeen (17) in the plan: Camden Council.

15. Terms of Restriction on the Use of Land numbered 18 in the plan:

No development shall be permitted on the Lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, roads, buildings, and associated infrastructure proposed to be constructed on the land must 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: Proposed Residential Subdivision: Tranche 31 - 34 Oran Park South, Prepared by Douglas partners, Project No 76618.37-2, Dated November 2015.*"

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered eighteen (18) in the plan: Camden Council.

16. Terms of Restriction on the Use of Land numbered 19 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.

LENGTHS ARE IN METRES

Sheet 16 of 19 Sheets

Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated

**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 Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered nineteen (19) in the plan: Greenfields Development Company.

17. Terms of Restriction on the Use of Land numbered 20 in the plan:

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

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered twenty (20) in the plan: Camden Council.

18. Terms of Restriction on the Use of Land numbered 21 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 Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered twenty-one (21) in the plan: Greenfields Development Company.


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Council Authorised Person

M.O.

LENGTHS ARE IN METRES

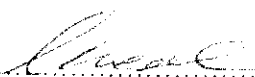
Sheet 17 of 19 Sheets

Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated

Seals & Signatures

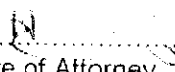
Signed on behalf of)
Endeavour Energy)
ABN: 59 253 130 878)
By its Attorney pursuant to 4705 566)
Power of Attorney Book 4693 No. 329)
In the presence of:)


Signature of Witness

NATASHA ISSAC
Name of Witness (Block Letters)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Address of Witness


Signature of Attorney

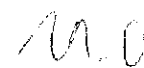
HELEN SMITH
Name of Attorney (Block Letters)

MANAGER PROPERTY & FLEET
Position

Reference:

Date of Execution: 1 MAY 2017

Reference: URS 17378



LENGTHS ARE IN METRES

Sheet 18 of 19 Sheets


Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated

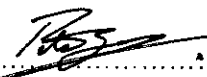
Seals & Signatures

Execution by Camden Council

Signed by Daniel Streater
As an authorised delegate of Camden Council
pursuant to S.377 of the Local Government Act 1993
and I hereby state that I have no notice of
revocation of such delegation.


Signature of Delegate

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


Signature of Witness

Peter Green
Name of Witness

70 Central Ave

Oran Park NSW 2570
Address of Witness

LENGTHS ARE IN METRES

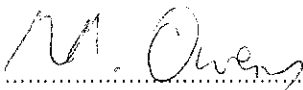
Sheet 19 of 19 Sheets


Plan: **DP1217147**

Plan of Subdivision of Lot 10 in DP 1213614
and Easement within Lot 3 in DP 1213590
Covered by Subdivision Certificate No.
Dated

Seals & Signatures

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


Signature



Signature


MICHAEL OWENS
Name (Block Letters)

NATHAN WHISHAW
Name (Block Letters)


P.O.A Book 4697 No 601
Office Held

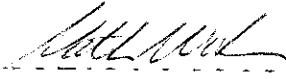
P.O.A Book 4697 No 601
Office Held

Witness Signature: 
Print Name: SHAWN VAN DER MERWE
Address of Witness: 65 PIRRA ROAD, ORAN PARK

Witness Signature: 
Print Name: SHAWN VAN DER MERWE
Address of Witness: 65 PIRRA ROAD, ORAN PARK

Executed by Greenfields Development Company Pty Ltd
ACN 125 285 583

Signature: 


Signature: 


Print Name: MICHAEL OWENS

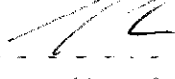
Print Name: NATHAN WHISHAW

Office Held: P.O.A Book 4697 No 603

Office Held: P.O.A Book 4697 No 603

Witness Signature: 
Print Name: SHAWN VAN DER MERWE
Address of Witness: 65 PIRRA ROAD, ORAN PARK


Council Authorised Person

Witness Signature: 
Print Name: SHAWN VAN DER MERWE
Address of Witness: 65 PIRRA ROAD, ORAN PARK



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

APPLICANT: A.B. MEZZANOTTE LAWYERS
10/30 Nelson Street
FAIRFIELD 2165

Certificate number: 20234404
Reference number: 1317984
Certificate issue date: 07/07/2025
Certificate fee: \$71.00
Applicant's reference: DM:PORTELLI
Property number: 1175379
Applicant's email: david@mezzanottelawyers.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 1116 DP: 1217147
Address: **17 Rodwell Road 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)

Camden Growth Centre Precincts Development Control Plan, 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 Camden Growth Centre Precincts 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 R2 LOW DENSITY RESIDENTIAL - CAMDEN GROWTH CENTRES PRECINCT PLAN

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

(i) Permitted without consent

Home-based child care; Home occupations

(ii) Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals; Waterbodies (artificial)



(iii) Prohibited

Any development not specified in item (i) or (ii)

(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,

R2 Low Density Residential:

Camden Growth Centres Precinct Plan, Section 4.1AB, fixes a minimum 300m² for the erection of a dwelling house in the R2 Low Density Residential zone, however exceptions apply in circumstances as specified under Sections 4.1AD, 4.1AE and 4.1AF for minimum land dimensions of 250m², 225m² and 200m²

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

No.

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

No.

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

No.

3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

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

(a) the name of the region

No

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



No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

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

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

4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE



Complying development MAY be carried out on the land.

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

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE



Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

5 EXEMPT DEVELOPMENT

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

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

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

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

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

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

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land



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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

7 LAND RESERVED FOR ACQUISITION

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

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

No response required

(3) In this section—

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

LAND SLIP

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

BUSH FIRE

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

TIDAL INUNDATION

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

SUBSIDENCE



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

ACID SULFATE SOILS

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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

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

COASTAL HAZARDS

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

SEA LEVEL RISE

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

11 BUSH FIRE PRONE LAND

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

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

No.

12 LOOSE-FILL ASBESTOS INSULATION

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

No.

13 MINE SUBSIDENCE

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

No.

14 PAPER SUBDIVISION INFORMATION

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

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

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

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

Not Applicable

15 PROPERTY VEGETATION PLANS

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

No.

16 BIODIVERSITY STEWARDSHIP SITES

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

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

No.

17 BIODIVERSITY CERTIFIED LAND

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

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

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

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.

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

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

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

No.



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

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

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

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

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

No.

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

No.

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

No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES

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

Not applicable.



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

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

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

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

No.

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

No.

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

No.

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

No.

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

Yes.

DISCLAIMER AND CAUTION

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

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

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the



source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Andrew Carfield
General Manager

Standard Form Residential Tenancy Agreement



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 NSW Fair Trading's Tenant Information Statement publication.

THIS AGREEMENT is made on 19/07/2024 at Dural NSW 2158

BETWEEN

Landlord *[Insert name and telephone number or other contact details of landlord(s)]*

Name(s): Charles and Leanne PORTELLI

Address: *[Insert business address or residential address of landlord(s)]*

PO 3042 Dural, NSW, 2158

Phone: _____ **Email:** info@evoakpropertymanagement.com.au

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

Note. These details must be provided for landlord(s) if there is no landlord's agent.

Does the landlord reside interstate at the time of entering the agreement No

(Further information on your rights when contracting with an interstate landlord can be obtained by contacting NSW Fair Trading)

Tenant *[Insert name of tenant(s) and contact details]*

Name(s): _____

Address for service of notices:

Phone: _____

Email: _____

Landlord's agent details *[Insert name of landlord's agent (if any) and contact details]*

Name: Evoak Property Management

Address: PO Box 3042 Dural 2158

Phone: 0466 682 772 - Harrison **Fax:** 0430 799 484 - Nicolette

Email: info@evoakpropertymanagement.com.au

Tenant's agent details *[Insert name of tenant's agent (if any) and contact details]*

Name: _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

Term of agreement

The term of this agreement is: 52 weeks

☐ Other (please specify): _____
starting on 24/07/2024 and ending on 23/07/2025 *(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]*

17 Rodwell Road, Oran Park NSW

The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

Rent

The rent is \$ 780 per week payable in advance starting on 24/07/2024

The method by which the rent must be paid:

(a) to Evoak Property Management PTY LTD at PO Box 3042, NSW, 2158

by cash or Electronic Funds Transfer (EFT), or

Rent (Continued)

(b) into the following account, or any other account nominated by the landlord:

BSB number: 062-703 Account name: Evoak Property Management PTY LTD Trust Account
Account number: 1061 5262 Payment reference: 17Rodwell, 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 \$ PAID 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 Bonds Online.

IMPORTANT INFORMATION**Maximum number of occupants**

No more than 2 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs:	HiTech Electrical Services PTY LTD	Telephone: 0413 327 737
Plumbing repairs:	Blacktown Hot Water	Telephone: 9627 5447
Other repairs:	Jeff - Lockrite Locksmiths	Telephone: 9086 9060

Water usage

Will the tenant be required to pay separately for water usage? Yes If yes, see clauses 12 and 13.

Utilities

Is electricity supplied to the premises from an embedded network? No

Is gas supplied to the premises from an embedded network? No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke Alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

[] Hardwired smoke alarm [☒] Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:
9V Battery

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes

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:
9V Battery

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? No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional] (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.

[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

If yes, see clause 50. *[Specify email address to be used for the purpose of serving notices and documents.]*
info@evoakpropertymanagement.com.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes

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.

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**".

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 NSW Civil and Administrative Tribunal (NCAT).

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
 - 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.** 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.** 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 advanced 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.

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 their 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 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 NSW Civil and Administrative Tribunal (NCAT) 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,
 - 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 carry out those alterations 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
- 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 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.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Tick here [] and cross out clause 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

[Tick here [] and cross out clause if no rental bond is payable]

- 41. The landlord agrees** 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 includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

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.

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 the 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

[Tick here [] and cross out 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.~~**
- 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.

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 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

[Tick here [] and cross out clause if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animals on the residential premises [specify the breed, size etc]:

1x Small dog

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.

ADDITIONAL TERM – SPECIAL CONDITIONS FOR FLATS AND BY-LAWS

- 56. The tenant agrees** to comply with the by-laws and or management statements that apply to the premises.

- 56.1** Premises to which the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management*

Act 1989) does not apply, such as flats, the tenant agrees to observe and comply with the special conditions that have been adopted where relevant from the Model By-Laws contained in the *Strata Schemes Management Regulation 2010*, Schedule 2 and are set out in Schedule 1 of this agreement. For the words written therein "owner or occupier" insert instead the words "the tenant", for "owners' corporation", insert instead "landlord", for "lot" insert instead "premises or flat", "the Act" insert instead the words "*Strata Schemes Management Act 1996*" and for "strata scheme" insert instead "the block".

ADDITIONAL TERM - HEALTH ISSUES

57. The tenant agrees to:

- 57.1** control mould, mildew and dampness by adopting a regular cleaning routine, ensure adequate ventilation, operate exhaust fans where fitted and lifestyle practices that reduce the accumulation of condensation, and
- 57.2** keep the premises clear of any pests and vermin, and
- 57.3** advise the landlord/landlord's agent promptly of any signs of dampness, pests or vermin.

ADDITIONAL TERM - NO SET OFF

- 58.** The tenant shall not deduct any money from rent or cease to pay rent as a set off against any rental bond without the approval of the landlord or the landlord's agent.

ADDITIONAL TERM - PROCEDURE ON TERMINATION

- 59.** The tenant shall upon termination of this agreement:

- 59.1** vacate the premises peaceably and return all keys and or opening devices. If the tenant fails to do so, the tenant shall be liable to pay an occupation fee (equivalent to the rent payable) until the keys and/or opening devices are returned to the landlord or the landlord's agent and or compensate the landlord for changing the locks or other opening devices to reasonably secure the premises. The landlord may seek an order from the Civil and Administrative Tribunal to recover the occupation fee and/or compensation from the tenant, and
- 59.2** provide a forwarding address to the landlord.

ADDITIONAL TERM - COMMUNICATION AND MEDIA FACILITIES

- 60.** The Landlord makes no warranty as to the availability or adequacy of any line or service for the telephone or internet; and digital, cable or analogue television and the tenant leases the property relying on his or her own enquiries.

ADDITIONAL TERM – CARE OF SWIMMING POOL

- 61.** If there is a swimming pool located on the premises, the tenant must:
- 61.1** keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;
- 61.2** regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;
- 61.3** regularly clean the pool filters and empty out the leaf baskets;
- 61.4** maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;
- 61.5** maintain the water level above the filter inlet at all times;
- 61.6** promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;
- 61.7** ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;
- 61.8** not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and
- 61.9** take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.

ADDITIONAL TERM - NON-URGENT REPAIRS

- 62.** The tenant hereby agrees that any non-urgent repairs will be carried out between 9 am – 5 pm Monday to Friday.

ADDITIONAL TERM - SMOKING

- 63.** The tenant hereby agrees that no smoking is allowed inside the residential premises. If the tenant smokes outside the premises, cigarette butts will not be thrown on the ground. **The tenant will be charged to wash down all surfaces, floors, and window furnishings upon vacating if the tenant or occupants smoke inside the property.** If this property is located in a strata complex, the tenant should observe the Strata By-Laws in respect to smoking on balconies

ADDITIONAL TERM - DISHONORED PAYMENTS

- 64.** The Tenant agrees that if payment is tendered and subsequently dishonored by the financial institution, then a \$30 dishonor fee will be charged to the tenant. The tenant agrees to pay this dishonor fee within 7 working days.

ADDITIONAL TERM - GROUND AND GARDENS

- 65.** The tenant agrees to maintain the grounds and gardens including trimming of any shrubs or bushes that grow during the tenancy at the property.

ADDITIONAL TERM - ASBESTOS

- 66.1 The landlord states that** this property may contain Asbestos. Asbestos building materials were very common in the Australian Residential Building Industry between the 1940's – 1980's. Current scientific and medical evidence supports the fact that simply living or working in a building that contains asbestos is not dangerous so long as the asbestos is in good condition. Good condition means undamaged and undisturbed. As a general rule if the property was built before the mid 1980's is **highly likely** that it would have materials containing asbestos. Between 1980's and 1990's it is **likely** that it would have material containing asbestos. After 1990's, it is **highly unlikely** it would have materials containing asbestos.
- 66.2 The tenant hereby agrees** that they will notify the landlord if any surface and or material at the property, that is believed may contain asbestos, is damaged or disturbed. This notification will be made in writing and communicated to the landlord, via the landlords agent.

ADDITIONAL TERM – INSURANCE

- 67.** The tenant is advised that the landlord is not responsible to insure the tenant's own possessions (contents and personal effects).

ADDITIONAL TERM – TENANCY DATABASES

- 68.** The tenant may be listed on a tenancy database(s) if the tenant vacates owing funds in excess of the bond and/or an order is obtained from the NSW Civil and Administrative Tribunal(NCAT).

ADDITIONAL TERM – CONSENT TO PUBLISH PHOTOGRAPHS OF RESIDENTIAL PREMISES

- 69.1** The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 69.2** The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

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). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

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 include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. 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 NSW Civil and Administrative Tribunal(NCAT) if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

SCHEDULE 2 MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES (CLAUSE 27)

1. Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- use for his or her own purposes as a garden any portion of the common property.

5. Damage to common property

- An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- This by-law does not prevent an owner or person authorised by an owner from installing:
 - any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - any screen or other device to prevent entry of animals or insects on the lot, or
 - any structure or device to prevent harm to children, or
 - any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- Despite section 62 of the Act, the owner of a lot must:
 - maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier 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 common property.

9. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10. Hanging out of washing

- An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- In this clause: **washing** includes any clothing, towel, bedding or other article of a similar type.

11. Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12. Cleaning windows and doors

- Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

13. Storage of inflammable liquids and other substances and materials

- An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14. Changes to floor coverings and surfaces

- An owner or occupier of a lot must notify the owner's corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15. Floor coverings

- An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16. Garbage disposal

- An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the

receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17. Keeping of animals

refer to clauses 53-55 concerning pets.

18. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written 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 rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

19. Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. Provision of amenities or services

- (1) The owner's 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:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) 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 for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21. Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

22. Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

ADDITIONAL TERMS AND CONDITIONS

1. The tenant is aware that they must pay the water usage rates IF the property is separately metred, which will be sent through our office, and paid with the rent within 21 days of receipt. Water usage is to be paid in a separate transaction to rent using your Tenancy reference code.
2. The tenant agrees to periodic (not less than quarterly) inspections of the property with photos taken and a report drawn up for the Landlord. If the tenant is unable to provide access within business hours, the Agent may access the property using their office set of keys.
3. 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 as per clause 51 in the lease terms.
4. The tenant acknowledges having received an inspection report and shall complete the same comprehensively and return to the agent via email, duly signed within (7) seven days of the signing of the Residential Tenancy Agreement.
5. The tenant expressly acknowledges he or she has inspected the premises and is aware of the condition and standard of the premises and will not make any demands upon the landlord or agent to carry out renovations or alterations to the premises.
6. Any A/C filters should be cleaned regularly to maintain the unit.
7. The tenant agrees not to place blue tac, nails or hooks on the walls during the term of the tenancy without prior permission of the landlord/Agent.
8. The tenant agrees that any changes to the property are to be put in writing to the agent or landlord for approval prior to being done. This includes putting up hooks or nails.
9. The tenant agrees that permission must ask to change the locks and then supply our office with a new set of keys for the new locks on the premises.
10. The tenant undertakes to adequately water and maintain the gardens and lawns in a neat and tidy condition at all times, and if it is considered that the tenant is not adhering to this, then the agent will arrange for the ground to be maintained at the expense of the tenant.
11. The tenant hereby agrees not to dispose of any fats, oils or any other material incl baby wipes, wet wipes, etc, in any drain or sink, the tenant will be responsible for the cost incurred to clear such drains.

14. The tenant acknowledges that when repairs are needed the following steps are taken:

- a) Contact the agent in writing and explain the nature of the problem.
- b) Agent will then contact the owner and seek permission to have the problem rectified.
- c) Tradesperson will then be sent a work order by the agent with Lessee contact details and work required, the tradesperson will contact the Lessee to arrange a convenient day and time.
- d) If the Lessee does not hear from the tradesperson within 2 working days, the tenant should contact this office immediately
- e) If the tradesman finds that there is no maintenance/repair required, the tenant agrees that they will be liable for the tradesman's call-out fee.

Under no circumstances will the tenant authorise non urgent repairs without notifying the agent.

15. The tenant accepts the responsibility of regular testing of the smoke detectors and should one fail to operate to contact the Agent with immediate effect to rectify, should the battery need to be changed the tenant will take responsibility, the tenant agrees that they will not remove, dispose of or otherwise tamper with to cease its effectiveness, the smoke alarms installed at the premises.

The tenant will ensure that the property is not altered therefore ensuring that the means of escape from the premises in the event of a fire can be safely and effectively used at all times.

16. The tenant agrees to adhere to the landlord's request that there is to be no smoking in the premises at anytime. The tenant is aware that if the premises are found smelling of cigarette smoke during the tenancy, he will have the premises deodorised and the walls washed down including the cleaning of any window furnishings.

17. The tenant agrees that when vacating the property, they will meet the Agent on site to return keys.

18. The tenant agrees that once vacate notice has been given to the landlord or tenant, Evoak will be advertising the property for lease - access will be required to show potential tenants through within reasonable notice (48 hours).

19. The tenant/s agrees to Evoak Property Management providing name, contact # and email details on maintenance work orders which are sent to tradesman in relation to arranging access to address maintenance issues and or quantity surveyor to complete depreciation reports.

20. The tenant/s understand that they will be invoiced for their water usage regardless of whether or not the property utilises water saving devices. The tenant/s agree to pay for their water usage accordingly.

Signature of Tenant/s  
Ashlynn Kumar (Jul 21, 2024 16:29 GMT+10) amit Choudhary (Jul 21, 2024 17:09 GMT+10)

Signature of Agent/Owner 
N.Mamo (Jul 22, 2024 15:18 GMT+10)

Dated 22/07/2024

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


N.Mamo (Jul 22, 2024 15:18 GMT+10)

Signed by Landlord/Agent

Date: 22/07/2024

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 an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.


N.Mamo (Jul 22, 2024 15:18 GMT+10)

Signed by Landlord/Agent

Date: 22/07/2024

SIGNED BY THE TENANT


Ashlynn Kumar (Jul 21, 2024 16:29 GMT+10)



amit Choudhary (Jul 21, 2024 17:09 GMT+10)

Signed by Tenant/s

Date: 21/07/2024

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 an information statement published by NSW Fair Trading.


Ashlynn Kumar (Jul 21, 2024 16:29 GMT+10)


amit Choudhary (Jul 21, 2024 17:09 GMT+10)

Signed by Tenant/s

Date: 21/07/2024

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

New tenant checklist

What you must know before you sign a lease

At the start of every tenancy, your landlord or agent should give you:

- a copy of this information (the *New tenant checklist*)
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- an invitation to lodge the bond using Rental Bonds Online (RBO). Or, if you are unable to use RBO, a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

If applicable, you should also receive:

- a certificate of compliance for a swimming pool (more on that later)
- a copy of the by-laws, if the property is in a strata complex
- notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register (more on that later)
- notification of any other material fact relating to the premises (more on that later).

Before you sign the lease, make sure you read it thoroughly. If there is anything in the lease that you do not understand, ask questions.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

You should only sign the lease when you can answer Yes to the following statements.

The lease

- ☐ I have read the lease and asked questions if there were things I did not understand.
- ☐ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

- ☐ I know that I must be offered at least **one** way to pay the rent that does not involve paying a fee to a third party.
- ☐ I know that any additional terms to the lease must be negotiated before I sign.
- ☐ I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, paint a room, clean up the backyard, etc.):

- ☐ I have made sure these have already been done
- or
- ☐ I have an undertaking in writing (before signing the lease) that they will be done.

Upfront costs

I am **not** being required to pay:

- ☐ more than 2 weeks rent in advance, unless I freely offer to pay more
- ☐ more than 4 weeks rent as a rental bond.

I am **not** being charged for:

- ☐ the cost of preparing my lease
- ☐ the initial supply of keys and security devices to each tenant named on the lease.

Managing your bond online

Your landlord or agent **must** give you the option to use Rental Bonds Online (RBO) to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading.

Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord or agent must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than 2 lots.

Property containing loose-fill asbestos insulation

Properties in NSW that test positive for loose-fill asbestos insulation will have the property address included in a public register (available on the NSW Fair Trading website). If a property has been listed on this public register, the agent or private landlord must disclose this information to new tenants. The following section lists the other information that must be provided to tenants before they sign a lease.

What tenants must be told

Sometimes a residential property has something in its history that you should know. If the landlord or agent is aware of any of the following facts, they must inform you:

- if the property:
 - has been affected by flooding or bushfire in the previous 5 years
 - has significant health or safety risks (unless they are obvious when you inspect the property)
 - has been the scene of a violent crime in the previous 5 years

- is affected by zoning or laws that will not allow you to obtain a parking permit and only paid parking is available in the area
- is provided with council waste services on a different basis to other premises in the area
- is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

After you move in

- Fill in your part of the condition report and make sure you return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you lodged the bond using RBO, make sure you receive an email or SMS notification from Fair Trading confirming your bond has been received. If the bond was not lodged using RBO, make sure you get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number.

If you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find it later.

- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises that ends up in the NSW Civil and Administrative Tribunal (NCAT).
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave and can help to lock in the rent for the next period of time.

www.tenants.org.au for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

Further information

Go to the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities.

The NSW Government funds a range of community based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Go to the Tenants Union website at











RTA - 17 Rodwell Road

Final Audit Report

2024-07-22

Created:	2024-07-19
By:	N.Mamo (info@evoakpropertymanagement.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS3wrsJRPAqrUKAhvmfqiCe8-M6yxiY1

"RTA - 17 Rodwell Road" History

-  Document created by Evoak Property Management (info@evoakpropertymanagement.com.au)
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-  Document emailed to xsandos02@gmail.com for signature
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-  Email viewed by xsandos02@gmail.com
2024-07-19 - 6:17:42 AM GMT- IP address: 66.249.84.197
-  Signer xsandos02@gmail.com entered name at signing as Ashlynn Kumar
2024-07-21 - 6:29:33 AM GMT- IP address: 1.144.23.84
-  Document e-signed by Ashlynn Kumar (xsandos02@gmail.com)
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-  Document emailed to Evoak Property Management (info@evoakpropertymanagement.com.au) for signature
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-  Email viewed by Evoak Property Management (info@evoakpropertymanagement.com.au)
2024-07-21 - 7:09:50 AM GMT- IP address: 66.249.84.199
-  Signer Evoak Property Management (info@evoakpropertymanagement.com.au) entered name at signing as N.Mamo
2024-07-22 - 5:17:58 AM GMT- IP address: 1.157.198.100



Document e-signed by N.Mamo (info@evoakpropertymanagement.com.au)

Signature Date: 2024-07-22 - 5:18:00 AM GMT - Time Source: server- IP address: 1.157.198.100



Agreement completed.

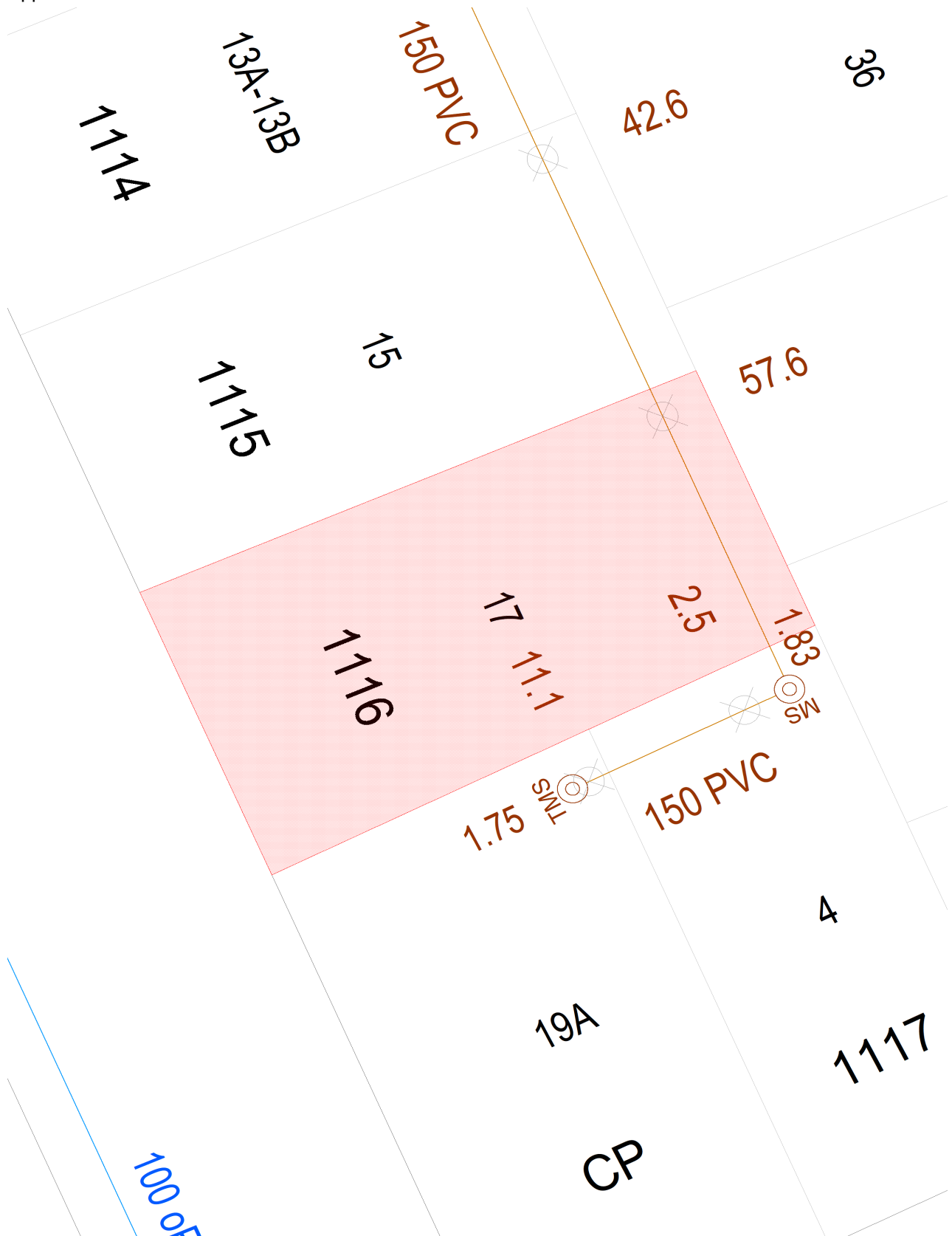
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Adobe Acrobat Sign

Service Location Print

Application Number: 8004441164



Document generated at 07-07-2025 05:41:11 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

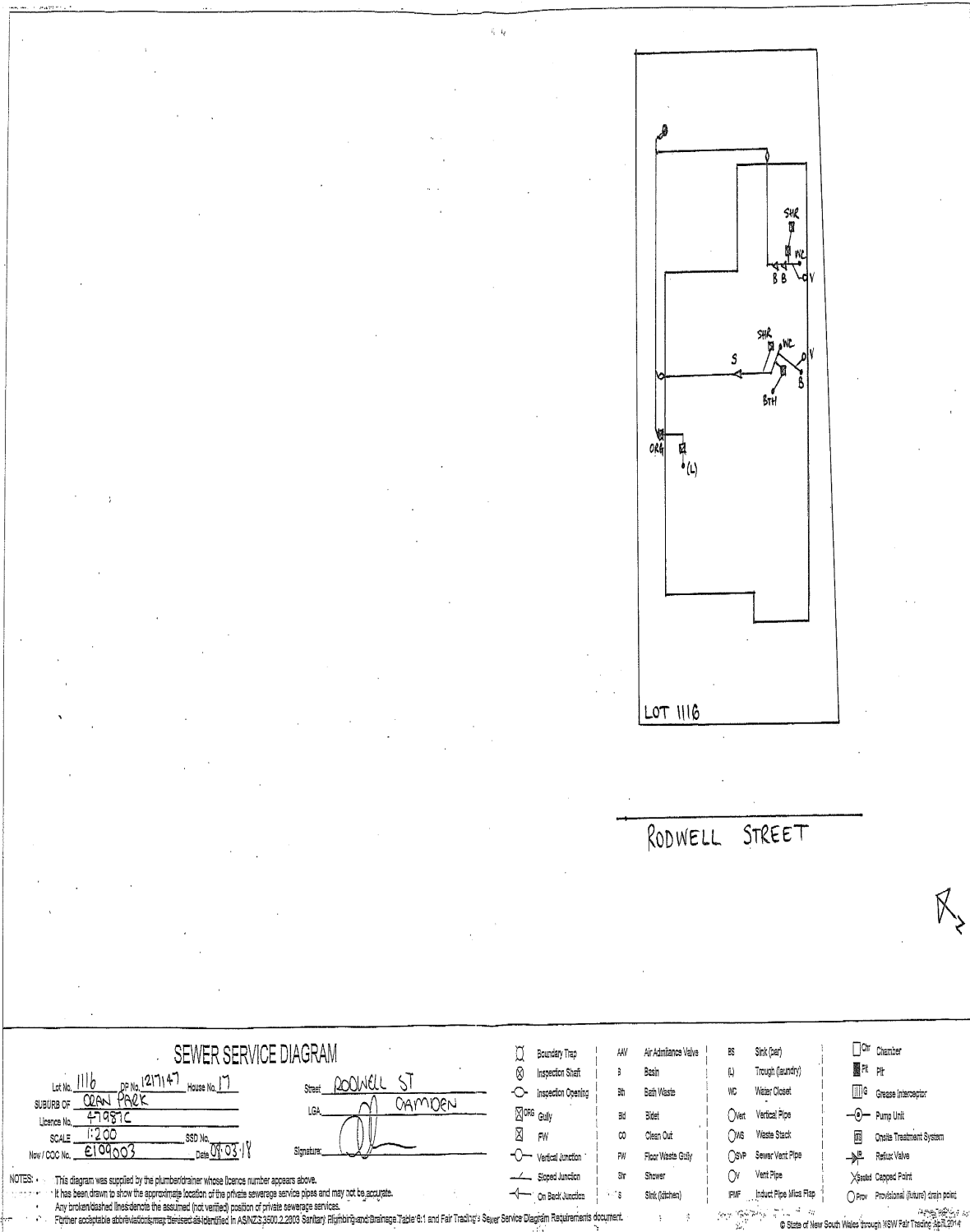
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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**.

Sewer Service Diagram

Application Number: 8004441163



Document generated at 07-07-2025 05:41:07 PM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



Revenue

Enquiry ID	4367780
Agent ID	81429403
Issue Date	08 Jul 2025
Correspondence ID	1812243127
Your reference	A.B. Mezzanotte Lawyers

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1217147/1116	17 RODWELL RD ORAN PARK 2570	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

* Overseas customers call +61 2 7808 6906
Help in community languages is available.