

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property Co 351 Oran Park Drive ORAN PARK, NSW 2570	phone: 02 4602 2000 email: Simon@simonpropertyco.au ref: Simon Samardzic
co-agent		
vendor	Jorge David Ochoa 18 Rodwell Road, Oran Park, NSW 2570	
vendor's solicitor	KHI Focus Conveyancing 5 Barford Way HARRINGTON PARK NSW 2567	phone: 02 4647 1117 email: vanessa.losurdo@khipartners.com.au ref: 253223
date for completion land (address, plan details and title reference)	42 days after the contract date 18 RODWELL RD ORAN PARK NSW 2570 Lot 1119 DEPOSITED PLAN 1217147 Folio Identifier 1119/1217147	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input 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:swimming pool	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: alarm system, TV brackets, rainwater tank, remote garage door control, security cameras, barbeque, television in upstairs living area, microwave			
exclusions	television x 2, pot plants			
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)
<ul style="list-style-type: none"> <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 checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <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
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 28 certificate of compliance <input checked="" 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 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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.

18 RODWELL RD ORAN PARK NSW 2570

33. REPRESENTATION

The Purchaser acknowledges that he is purchasing the property as a result of his own inspections, knowledge and enquiries and that the Purchaser does not rely on any representation made by or on behalf of the Vendor and the parties agree that there have been no warranties and no agreements, conditions and undertakings made between the parties hereto other than those in writing contained in this Contract.

34. STATE OF REPAIR

Notwithstanding any other clause in this Contract the property together with the improvements thereto and any items included in the sale are sold in its present state of repair and condition and no objection or requisition or claim for compensation shall be made by the Purchaser on account of any faults whether latent or patent and the Purchaser acknowledges that they buy the same relying on their own inspections, knowledge and enquiries and no objection requisition or claim for compensation shall be made in this regard.

35. NOTICE TO COMPLETE

In the event of either party failing to complete this Contract within the time specified herein, then the other party shall be entitled at any time thereafter to serve a Notice to Complete requiring the other party to complete the contract within fourteen (14) days from the date of service of the notice, which time period is considered reasonable by both parties. For the purpose of this Contract, such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract. In addition, if it becomes necessary for the vendor to issue a Notice to Complete pursuant to this Clause, then the Purchaser shall pay to the Vendor the sum of four hundred dollars (\$400.00) plus GST being the cost to issue such Notice.

36. LIQUIDATED DAMAGES

In the event that completion is not effected on the nominated day for settlement solely to the Purchaser's fault, then the Purchaser shall pay to the Vendor interest on the balance of the purchase monies at the rate of ten per centum (10%) per annum calculated from and including the date nominated for completion until and including the actual day of completion or prior termination of this Contract.

37. WARRANTY AS TO AGENT

The Purchaser warrants that he was not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract AND the purchaser agrees that he will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission or charges which may be made by any real estate agent or other person arising out of or in connection with the Purchaser's breach of this warranty AND it is hereby agreed and declared that this clause shall not merge in the transfer upon completion or be extinguished by completion of this Contract and shall continue in full force and effect not withstanding completion.

38. INCAPACITY

Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one any one of them) prior to completion die or become mentally ill (as defined in the Mental Health Act) or become bankrupt (or if a company go into liquidation) then the other party may rescind this Contract by notice in writing forwarded to the other party and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply.

39. DEPOSIT

In the event that the Vendor agrees to accept a reduced deposit at exchange then the balance of the deposit is to be paid on completion or on the occasion of the Purchaser defaulting in observing any of the terms and conditions of the Contract. In the event of default by the Purchaser, the balance of the deposit shall immediately become payable to the Vendor and shall be payable notwithstanding that the Contract may be terminated as a consequence of the Purchaser's default.

40. DEPOSIT BOND

The parties agree that in the event the Purchaser requests to use a Deposit Bond and the Vendor accepts the use of a Deposit Bond, a Deposit Bond Guarantee is to be used as a form of deposit on the following terms:

- 40.1 The word Bond means the Deposit Bond Guarantee issued to the Vendor at the request of the Purchaser by the Bond provider.
- 40.2 Subject to the following conditions the delivery of the Bond on exchange to the person nominated in this contract to hold the deposit or the Vendor's legal representative will be deemed to be payment of the 10% deposit in accordance with this Contract.
- 40.3 The Purchaser must pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- 40.4 If the Vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the Bond provider under the Bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

41. RELEASE OF DEPOSIT

Notwithstanding any other provision contained in this Contract to the contrary the Purchaser will raise no objection to the following:

- 41.1 The deposit monies referred to herein being released on exchange of contracts for the purpose of the Vendor's purchasing another property or utilising such deposit monies for payment of stamp duty on their purchase.
- 41.2 Should the Vendor need to utilise the deposit paid by the Purchaser for completion, then the Vendor's conveyancer is authorised to arrange with the deposit holder to release the deposit to the Vendor's conveyancer, or as they shall direct prior to completion.
This clause shall be sufficient authority to the agent to release the deposit as aforesaid.

42. AMENDMENTS TO STANDARD CONDITIONS

The Vendor and the Purchaser agree that the provisions of the printed form of Contract are amended as follows:

- a) Amend clause 7.1.1 by deleting '5%' and inserting in lieu '1%'.
- b) Clause 11.2 is deleted.
- c) Clause 14.4.2 is deleted.
- d) Clause 23.13 is amended by deleting 'vendor' and inserting in lieu 'purchaser'.
- e) Clause 23.14 is deleted.
- f) Clause 31.2 is deleted.

43. FAILED SETTLEMENTS

The Purchaser acknowledges and agrees that if settlement has been arranged at a particular time and place agreed upon by the parties and the settlement does not proceed due to the Purchaser or the Purchaser's financier or previous parties in proceedings then the purchaser will reimburse the Vendor for all fees incurred by them due to the failed attempt at settlement in the sum of three hundred dollars (\$300.00) plus GST for each failed settlement. This clause will not apply should an electronic settlement be rescheduled for the same day.

44. SECTION 66S

In the event that this Contract is exchanged subject to the provisions of Section 66S then the Vendor retains the right to extend the completion date by the time expired under the cooling off period or to elect to retain the completion date as is incorporated in the Contract. This condition is an essential term of this Contract and is not negotiable. The Vendor will make this election in writing within seven (7) days of the expiration of the cooling off period.

45. IMPROVEMENTS

In respect of any improvements on the land being sold:

- 45.1 If there is a Survey Report annexed to the Contract, the Vendor does not warrant the accuracy, completeness or currency of the report.
- 45.2 The Purchasers shall satisfy themselves and shall be deemed to have satisfied themselves as to the property's compliance with the requirements of any responsible authority or any restrictions on use. Whether under the provisions of the Environmental Planning and Assessment Act, as amended, the Local Government Act, as amended or any other statute, ordinance, regulation or registered instrument, whether relating to the zoning, use, construction, limitation or compliance of residential buildings, or any covenant, easement or restrictions. The Purchasers warrant that they have satisfied themselves in those respects.
- 45.3 If the local council or other authority issues any notice, order or request requiring work to be done or money to be spent then the vendor may rescind this contract and clause 19 will apply.
- 45.4 The Purchaser's cannot make any claim, objection or requisition, rescind, terminate or delay completion in relation to any matter referred to or omitted from the Survey Report, or in respect of any improvements erected on the land.

46. FOREIGN PURCHASER

The purchaser warrants:

- 46.1 That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- 46.2 That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

47. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of general requisitions on title the Purchaser may make under Printed Clause 5 are in the form annexed to this Contract (Requisitions).

48. VENDOR DISCLOSURE

- 48.1 The vendor discloses and the purchaser acknowledges that Transport for NSW have announced the South West Rail Link Extension corridor study and Outer Sydney Orbital corridor Preservation study (corridors) which may affect the subject property and land in the local area.
- 48.2 The purchaser warrants to the vendor that it has viewed the contents of the website <https://www.transport.nsw.gov.au/corridors> and is aware of and has made its own enquiries into, the location, proximity and effect of the investigation area of the corridors and any subsequent proposal/s.
- 48.3 The purchaser acknowledges that the vendor has entered into this Contract in reliance of the purchasers' warranty herein.
- 48.4 The purchaser acknowledges having notice of the corridors and cannot make any objection, requisition, claim for compensation, rescind or terminate the Contract in this regard.

49. CHRISTMAS HOLIDAY PERIOD

Should the expiration of the cooling off period, completion date or expiration of a Notice served by either party fall between 5.01pm on the 22 December of that year and 5.00pm on the 12 January of the following year both parties hereby agree that the expiration of the cooling off period, completion date or expiry of the notice period will be extended to the 15 January of the following year.

50. ADDITIONAL AND INCORRECT CALCULATIONS

The parties agree that if, on completion any apportionment of payment due to be made under the Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by the correct calculations to be payable. This clause shall not merge on completion.

51. PURCHASER'S WARRANTY

The purchaser warrants to the vendor that:

- a) The purchaser does not require finance to purchase this property; or
- b) The purchaser has obtained approval for finance to purchase this property.

The purchaser acknowledges that as a result of making this warranty and disclosure the vendor has been induced to enter into this Contract and may enter into further contractual obligations on or after the date of this Contract. The purchaser agrees and acknowledges that the purchaser shall not be entitled to terminate this agreement on any ground relating to non-availability of credit or finance.

52. ELECTRONIC EXECUTION

This contract is governed by the Electronic Transactions Act 2000. Each party agrees that for the purposes of law of this jurisdiction this contract is a valid transaction if executed and sent by electronic communication.

53. DISCLOSURE OF UNAPPROVED WORKS

The seller discloses to the buyer that the seller believes that the works have been carried out at the property without the approval of the responsible council. The buyer acknowledges they are aware of the existence of the works and that the council may not have approved them. The buyer warrants to the seller that the buyer would have entered into this contract even if there is a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the council. The buyer agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

The 'works' means: Pergola.

54. GUARANTEE FOR CORPORATE PURCHASER

In consideration of the vendor contracting with the corporate purchaser [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)

the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

Conditions of sale of land by auction

- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A vendor bid must not be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of vendor bids that may be made.
- (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 vendor.
- (f) A bidder is taken to be bidding on their own behalf 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 must sign the agreement for sale.

In addition to the conditions above, the following conditions apply to the sale by auction of residential property or rural land:

- (i) All bidders must be registered in the bidders record and display the identifying number allocated to the person when making a bid. The bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2022 and section 68 of the Property and Stock Agents Act 2002.
- (j) Subject to clause (l) below, the auctioneer may make only one vendor bid at an auction of residential property or rural land, and no other vendor bid may be made by the auctioneer or another person.
- (k) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.

In addition to the conditions set out above, the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (l) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (m) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (n) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
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- (o) Before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators, or a person registered to bid on behalf of a co-owner, executor or administrator.
-

Section 66W Certificate

I, of , certify as follows:

1. I am a ☐ (solicitor OR licensed Conveyancer ☐).
2. 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 at 18 Rodwell Road, Oran Park, from Jorge David Ochoa to in order that there is no cooling off period in relation to that contract.
3. I do not act for Jorge David Ochoa and am not employed in the legal practice of a solicitor acting for Jorge David Ochoa nor am I a member or employee of a firm of which a solicitor acting for Jorge David Ochoa is a member or employee.
4. I have explained to :
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

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



FOLIO: 1119/1217147

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/2/2025	11:04 AM	3	10/1/2023

LAND

LOT 1119 IN DEPOSITED PLAN 1217147
AT ORAN PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1217147

FIRST SCHEDULE

JORGE DAVID OCHOA (T AM875315)

SECOND SCHEDULE (12 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 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 9 DP1217147 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) DESIGNATED (V) IN THE TITLE DIAGRAM
- 10 DP1217147 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (18) IN THE S.88B INSTRUMENT
- 11 DP1217147 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (19) IN THE S.88B INSTRUMENT
- 12 DP1217147 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (21) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

253223...

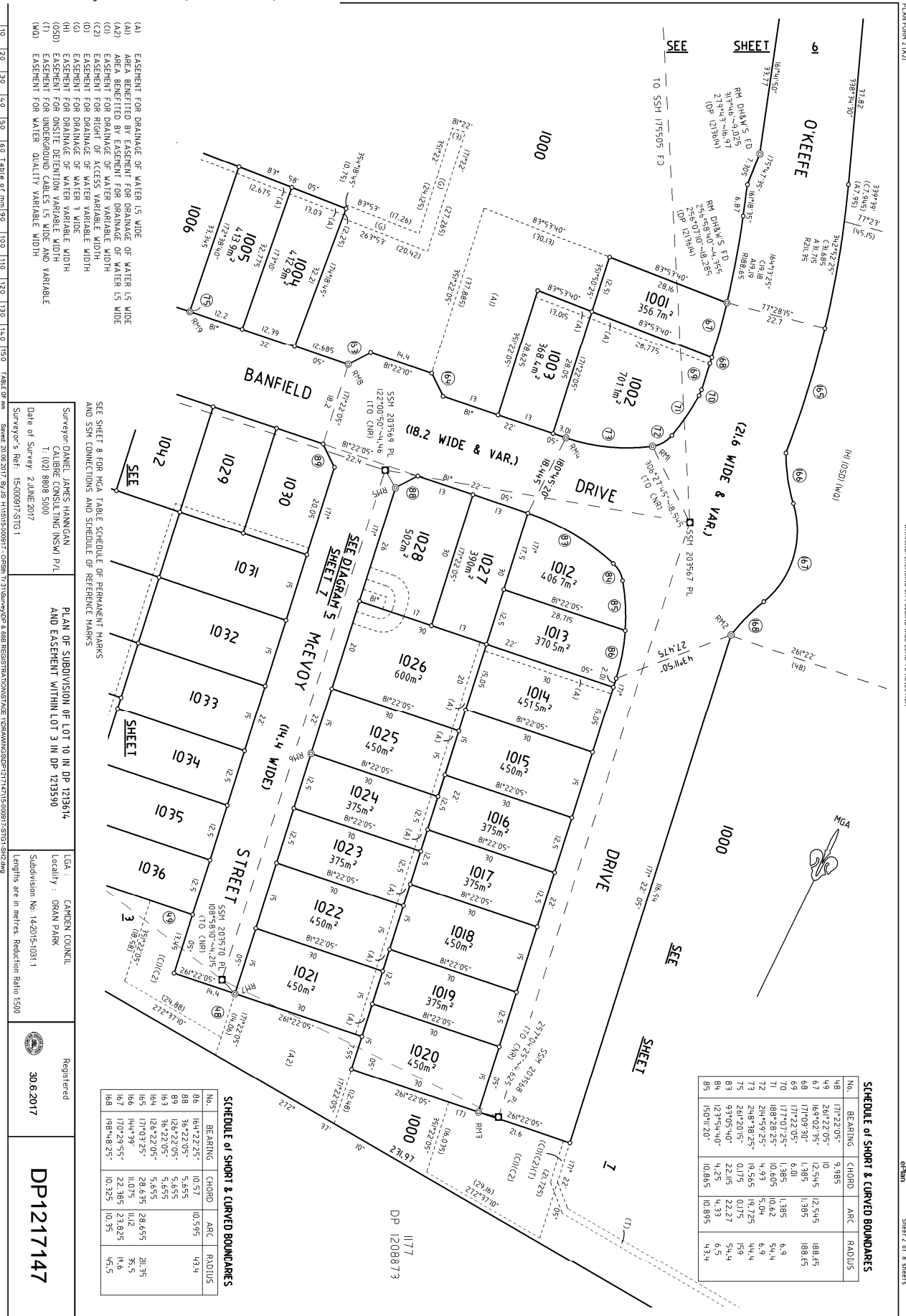
PRINTED ON 18/2/2025

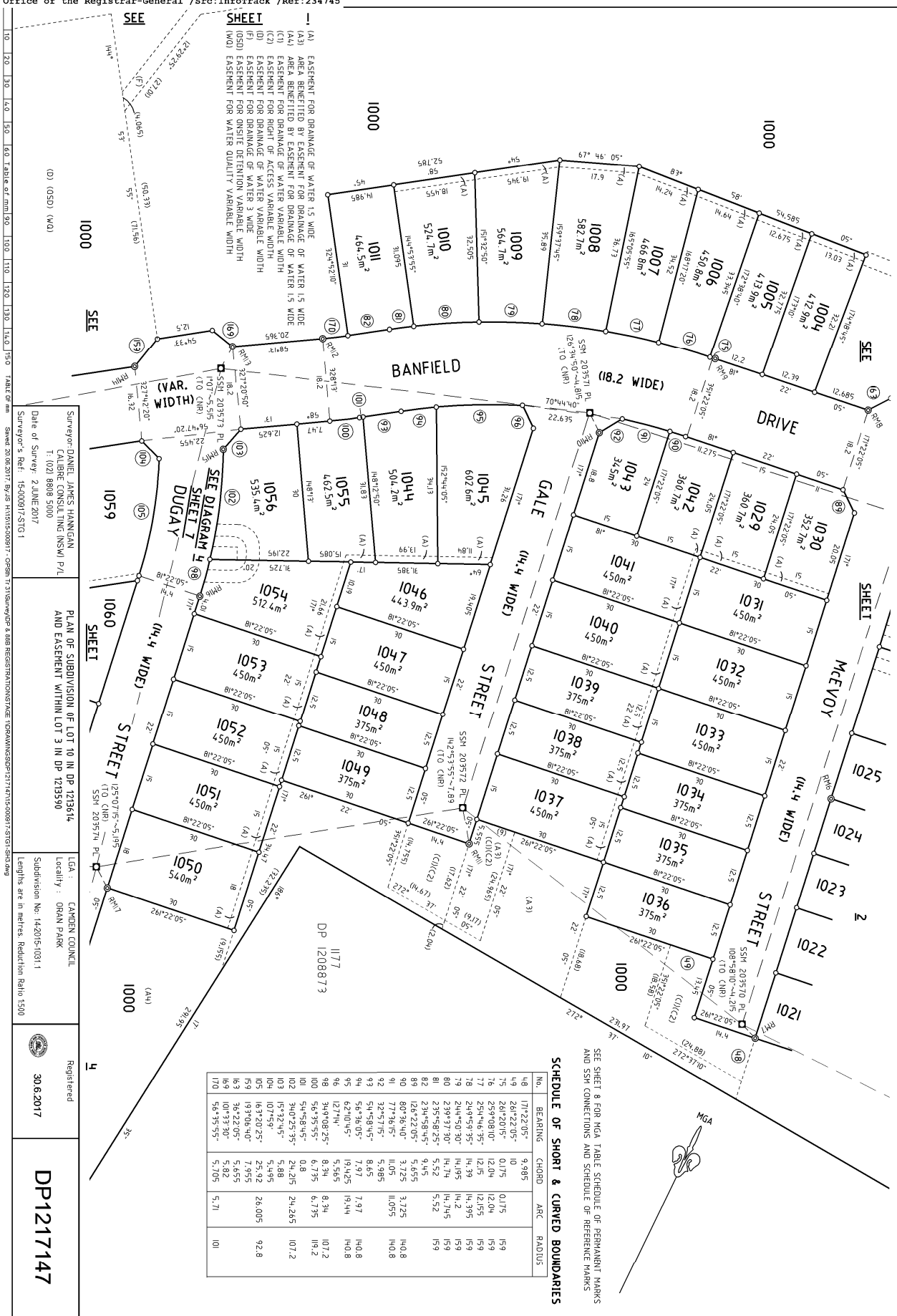
SURVEYING & SPATIAL INFORMATION REGULATION 2012 (161(2))

DATUM LINE & SSM CONNECTIONS

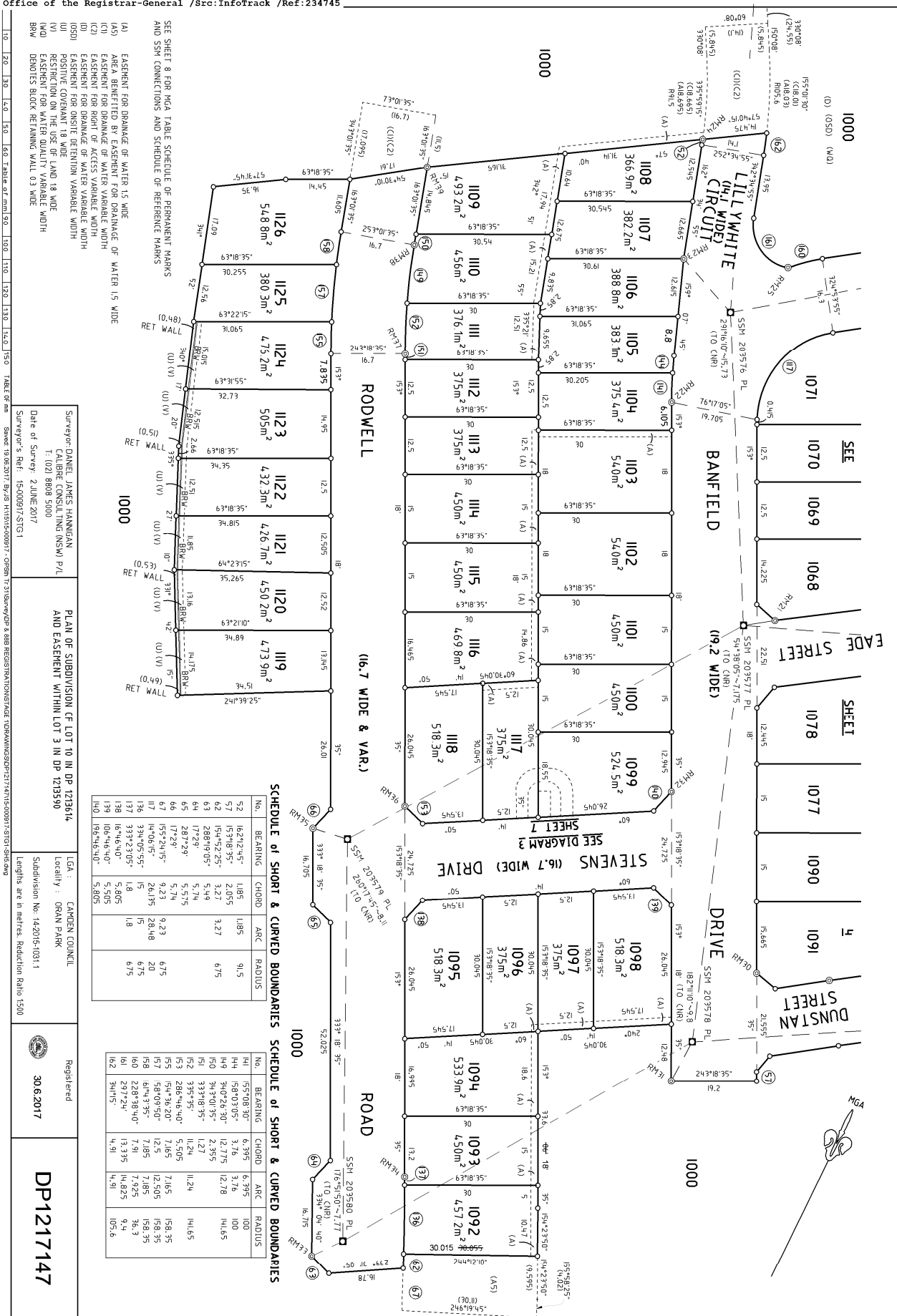
SEE SHEET 8 FOR MGA TABLE SCHEDULE OF PERMANENT MARKS
AND SSM CONNECTIONS AND SCHEDULE OF REFERENCE MARKS







No.	RAISING	ARC	RADIUS
48	17742205-	9.985	
49	24622205-	0.175	159
50	24622205-	12.015	120.15
51	25950810-	12.015	159
52	25144635-	12.015	159
53	24445535-	14.395	159
54	24445535-	14.495	159
55	22949130-	14.2	159
56	23555225-	14.745	159
57	22655225-	5.52	159
58	22655225-	5.52	
59	16736405-	3.725	140.8
60	80736405-	3.725	140.8
61	80736405-	11.055	140.8
62	12642205-	5.655	
63	12642205-	5.655	
64	12642205-	5.655	
65	12642205-	5.655	
66	12714145-	5.565	
67	34908225-	8.34	107.2
68	5635555-	6.735	119.2
69	5635555-	6.735	
70	5635555-	6.735	
71	5635555-	6.735	
72	5635555-	6.735	
73	5635555-	6.735	
74	5635555-	6.735	
75	5635555-	6.735	
76	5635555-	6.735	
77	5635555-	6.735	
78	5635555-	6.735	
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85	5635555-	6.735	
86	5635555-	6.735	
87	5635555-	6.735	
88	5635555-	6.735	
89	5635555-	6.735	
90	5635555-	6.735	
91	5635555-	6.735	
92	32575545-	5.985	
93	56355845-	8.65	140.8
94	56364605-	7.97	140.8
95	56240455-	19.425	19.44
96	12714145-	5.565	
97	34908225-	8.34	107.2
98	5635555-	6.735	119.2
99	5635555-	6.735	
100	5635555-	6.735	
101	56355845-	24.215	24.265
102	35492435-	5.88	
103	16736405-	24.215	24.265
104	10715945-	5.945	
105	16320425-	26.005	92.8
106	19370640-	7.955	
107	36222205-	6.655	
108	10333040-	5.82	
109	5635555-	5.71	
110	5635555-	101	



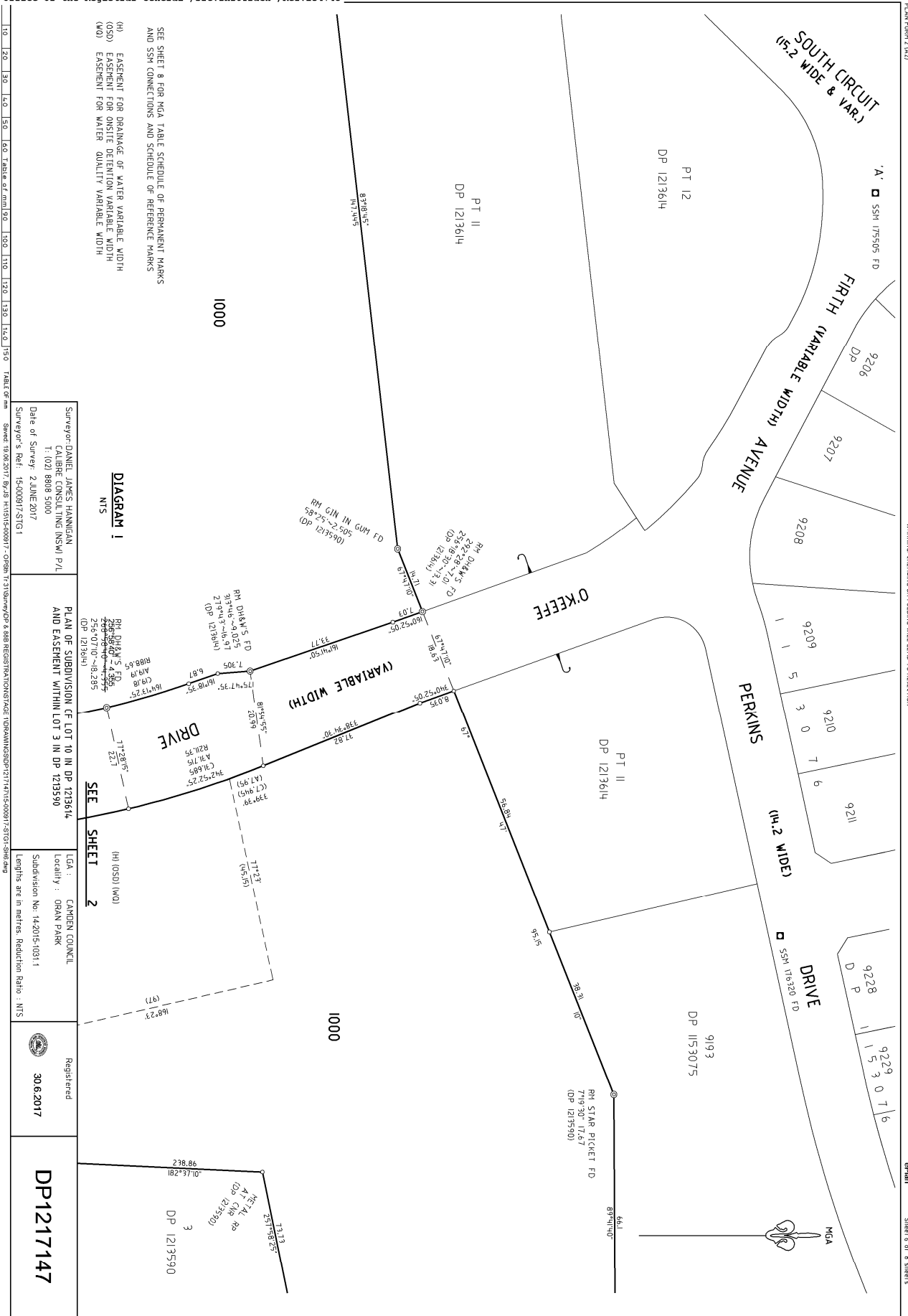




DIAGRAM 2
N.T.S

DIAGRAM
N.T.S

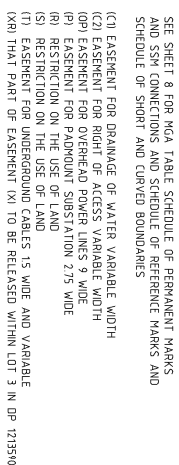


DIAGRAM 3
NTC

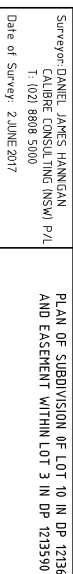


DIAGRAM
N.T.S

[illegible]

MGA TABLE
SCHEDULE OF PERMANENT MARKS

SURVEYING & SPATIAL INFORMATION REGULATION 2012
CLAUSES 35(1)(b) AND 61(2)

MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
SSM203567	292081.93	6234822.927	C	4	TRAV	PLACED
SSM203568	292012.27	6234681.793	C	4	TRAV	PLACED
SSM203569	292012.967	6234802.281	C	4	TRAV	PLACED
SSM203570	292032.173	6234686.588	C	4	TRAV	PLACED
SSM203571	291941.506	6234730.383	C	4	TRAV	PLACED
SSM203572	291954.772	6234700.511	C	4	TRAV	PLACED
SSM203573	291863.045	6234761.714	C	4	TRAV	PLACED
SSM203574	291866.590	6234651.957	C	4	TRAV	PLACED
SSM203575	291901.457	6234578.237	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	6234584.077	C	4	TRAV	PLACED
SSM203579	291702.288	6234518.744	C	4	TRAV	PLACED
SSM203580	291741.388	6234439.812	C	4	TRAV	PLACED

SOURCE: SCMS

DATE: 8/02/2017

ZONE: 56

CSF: 1.00015

SCHEDULE OF REFERENCE MARKS

RH No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
1	306°27'45"	18.545	SSM 203567	PLACED
2	164°37'50"	17.695	DH&W IN KERB	PLACED
2	67°10'	5.705	DH&W IN KERB	PLACED
3	251°04'25"	4.625	SSM 203568	PLACED
4	350°35'35"	14.3	DH&W IN KERB	PLACED
4	344°27'	3.345	DH&W IN KERB	PLACED
5	122°00'50"	4.46	SSM 203569	PLACED
6	80°28'50"	11.02	DH&W IN KERB	PLACED
6	80°02'	3.36	DH&W IN KERB	PLACED
7	108°58'10"	4.495	SSM 203570	PLACED
8	344°32'30"	13.085	DH&W IN KERB	PLACED
8	344°52'	5.195	DH&W IN KERB	PLACED
9	355°53'	14.755	DH&W IN KERB	PLACED
9	342°8"	3.405	DH&W IN KERB	PLACED
10	126°34'50"	4.495	SSM 203571	PLACED
11	142°53'55"	7.89	SSM 203572	PLACED
12	333°04'50"	14.8	DH&W IN KERB	PLACED
12	350°11'	3.605	DH&W IN KERB	PLACED
13	1°07'--	5.515	SSM 203573	PLACED
14	324°29'40"	11.305	DH&W IN KERB	PLACED
14	321°48'	3.385	DH&W IN KERB	PLACED
15	63°04'45"	11.495	DH&W IN KERB	PLACED
15	64°14'40"	3.17	DH&W IN KERB	PLACED
16	73°29'10"	11.09	DH&W IN KERB	PLACED
16	57°37'	3.65	DH&W IN KERB	PLACED
17	125°07'15"	5.195	SSM 203574	PLACED
18	350°17'05"	10.945	DH&W IN KERB	PLACED
18	352°05'	3.32	DH&W IN KERB	PLACED
19	353°44'40"	10.98	DH&W IN KERB	PLACED
19	0°20'	3.36	DH&W IN KERB	PLACED
20	320°52'15"	11.095	DH&W IN KERB	PLACED
20	307°12'	3.335	DH&W IN KERB	PLACED
21	54°48'05"	7.175	SSM 203577	PLACED
22	251°31'05"	15.015	DH&W IN KERB	PLACED
22	253°13'	5.54	DH&W IN KERB	PLACED
23	29°16'10"	15.73	SSM 203576	PLACED
24	251°17'25"	12.56	DH&W IN KERB	PLACED
24	251°49'	4.33	DH&W IN KERB	PLACED
25	330°40'55"	12.825	DH&W IN KERB	PLACED
25	331°36'	1.45	DH&W IN KERB	PLACED
26	64°00'05"	9.03	SSM 203575	PLACED
27	261°53'30"	12.03	DH&W IN KERB	PLACED
27	261°53'	3.44	DH&W IN KERB	PLACED
28	344°52'40"	11.015	DH&W IN KERB	PLACED
28	344°17'25"	3.37	DH&W IN KERB	PLACED
29	316°55'	11.08	DH&W IN KERB	PLACED
29	298°42'	3.73	DH&W IN KERB	PLACED
30	55°51'40"	14.875	DH&W IN KERB	PLACED
30	50°30'	4.965	DH&W IN KERB	PLACED


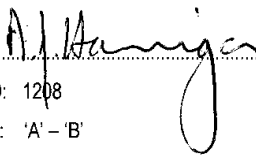
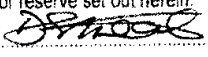
SCHEDULE OF REFERENCE MARKS

RH No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
31	182°11'10"	9.8	SSM 203578	PLACED
32	245°54'55"	15.775	DH&W IN KERB	PLACED
32	246°34'	6.44	DH&W IN KERB	PLACED
33	176°51'50"	7.17	SSM 203580	PLACED
34	49°42'50"	14.265	DH&W IN KERB	PLACED
34	16°16'	4.9	DH&W IN KERB	PLACED
35	260°17'45"	8.11	SSM 203579	PLACED
36	63°45'10"	11.7	DH&W IN KERB	PLACED
36	64°39'	4.995	DH&W IN KERB	PLACED
37	61°38'50"	13.28	DH&W IN KERB	PLACED
37	60°10'	3.365	DH&W IN KERB	PLACED
38	72°17'10"	13.28	DH&W IN KERB	PLACED
38	71°53'	3.375	DH&W IN KERB	PLACED
39	72°15'	13.295	DH&W IN KERB	PLACED
39	70°03'	3.345	DH&W IN KERB	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"	1.95		
22	216°22'05"	2.75		
25	154°17'20"	2.75		
27	109°17'20"	7.07	7.855	5
28	154°17'20"	2.75		
29	109°17'20"	7.07	7.855	5
32	109°17'20"	4.245	4.71	3
33	154°17'20"	1.95		
36	199°17'20"	4.245	4.71	3
39	18°18'35"	7.07	7.855	5
41	63°18'35"	2.75		
41	108°18'35"	7.07	7.855	5
44	18°18'35"	4.245	4.71	3
45	63°18'35"	1.95		
46	108°18'35"	4.245	4.71	3
48	349°08'25"	8.34	8.34	107.2
102	340°25'35"	24.215	24.265	107.2

10	20	30	40	50	60	Table of mm 90	100	110	120	130	140	150	Table of mm
Surveyor: DANIEL JAMES HANNICAN CALIBRE CONSULTING (NSW) P/L T: (02) 8818 5000 Date of Survey: 2 JUNE 2017 Surveyor's Ref: 15-000817-STG-1													
PLAN OF SUBDIVISION (F LOT 10 IN DP 1213674 AND EASTERN WITHIN LOT 3 IN DP 1213590)													
LGA: CAMDEN COUNCIL Locality: ORAN PARK Subdivision No: 14-2015-1031.1 Lengths are in metres. Reduction Ratio NTS													
Registered 30.6.2017													
DP1217147													


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</p> <p>LOT 10 IN DP 1213614 AND EASEMENT</p> <p>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><i>*(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 1/1/2017.</i></p> <p><i>*(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.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature:  Dated: 2/6/2017</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><i>*Strike through if inapplicable.</i></p> <p><i>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>	
<p>Subdivision Certificate</p> <p>I, <u>Daniel Streater</u></p> <p>*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><i>*Strike through if inapplicable</i></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, McEVVOY STREET, O'KEEFE DRIVE, RODWELL ROAD AND STEVENS DRIVE TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</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>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: 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.

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

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
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)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 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:

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

Subdivision Certificate number: 14.2015.1031.1

Date of Endorsement: 6.6.2017

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

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DP1217147

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

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

Subdivision Certificate number: 14.2015.1031.1

Date of Endorsement: 6.6.2017

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

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

Subdivision Certificate number: 14-2015-1031-1

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

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DP1217147

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

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

Subdivision Certificate number: 14-2015-1031-1

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 N5601
 Office Held

P.O.A BOOK 4697 N5601
 Office Held

SIGNATURE OF WITNESS

NAME OF WITNESS SHAWN VAN DUIN

ADDRESS OF WITNESS 85 PETER BOON RD VAN DUIN

Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG 1

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

LENGTHS ARE IN METRES

Sheet 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


 Council Authorised Person


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 1051 1050 1098 1097 1096 1094 1093 1092 1004 1005 1006 1007 1008 1009 1010 1059	1050, 1051 and Part 1000 designated (A4) 1050 and Part 1000 designated (A4) Part 1000 designated (A4) 1092 – 1094 Inclusive 1096, 1097 and Part 1000 designated (A5) 1092 – 1094 Inclusive 1096 and Part 1000 designated (A5) 1092 – 1094 Inclusive and Part 1000 designated (A5) 1092, 1093 and Part 1000 designated (A5) 1092 and Part 1000 designated (A5) Part 1000 designated (A5) 1005 – 1011 Inclusive 1006 – 1011 Inclusive 1007 – 1011 Inclusive 1008 – 1011 Inclusive 1009 – 1011 Inclusive 1010 and 1011 1011 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 Part 1000 designated (A) on the Plan	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


.....
Council Authorised Person

M.O.

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

Sheet 11 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)**

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

M.O

LENGTHS ARE IN METRES

Sheet 15 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)

- 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:

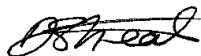
No dwelling shall be permitted to be constructed on the Lots burdened unless the footings have been designed by a suitably qualified civil and/or structural engineer.

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.


.....
Council Authorised Person

LENGTHS ARE IN METRES

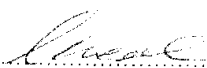
Sheet 17 of 19 Sheets

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

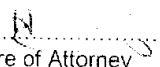
Seals & Signatures

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

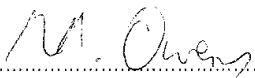
Sheet 19 of 19 Sheets

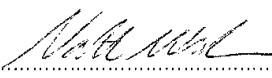
Plan: **DP1217147**

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: 05 PARRAMATTA RD
PARRAMATTA

Witness Signature: 

Print Name: NATHAN WHISHAW

Address of Witness: 05 PARRAMATTA RD
PARRAMATTA

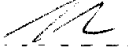
Executed by Greenfields Development Company Pty Ltd
ACN 125 285 583

Signature: 

Signature: 


Print Name: MICHAEL OWENS Print Name: NATHAN WHISHAW

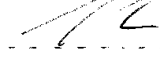
Office Held: P.O.A Book 4697 No 603 Office Held: P.O.A Book 4697 No 603

Witness Signature: 

Print Name: SHAWN VAN DER MERWE

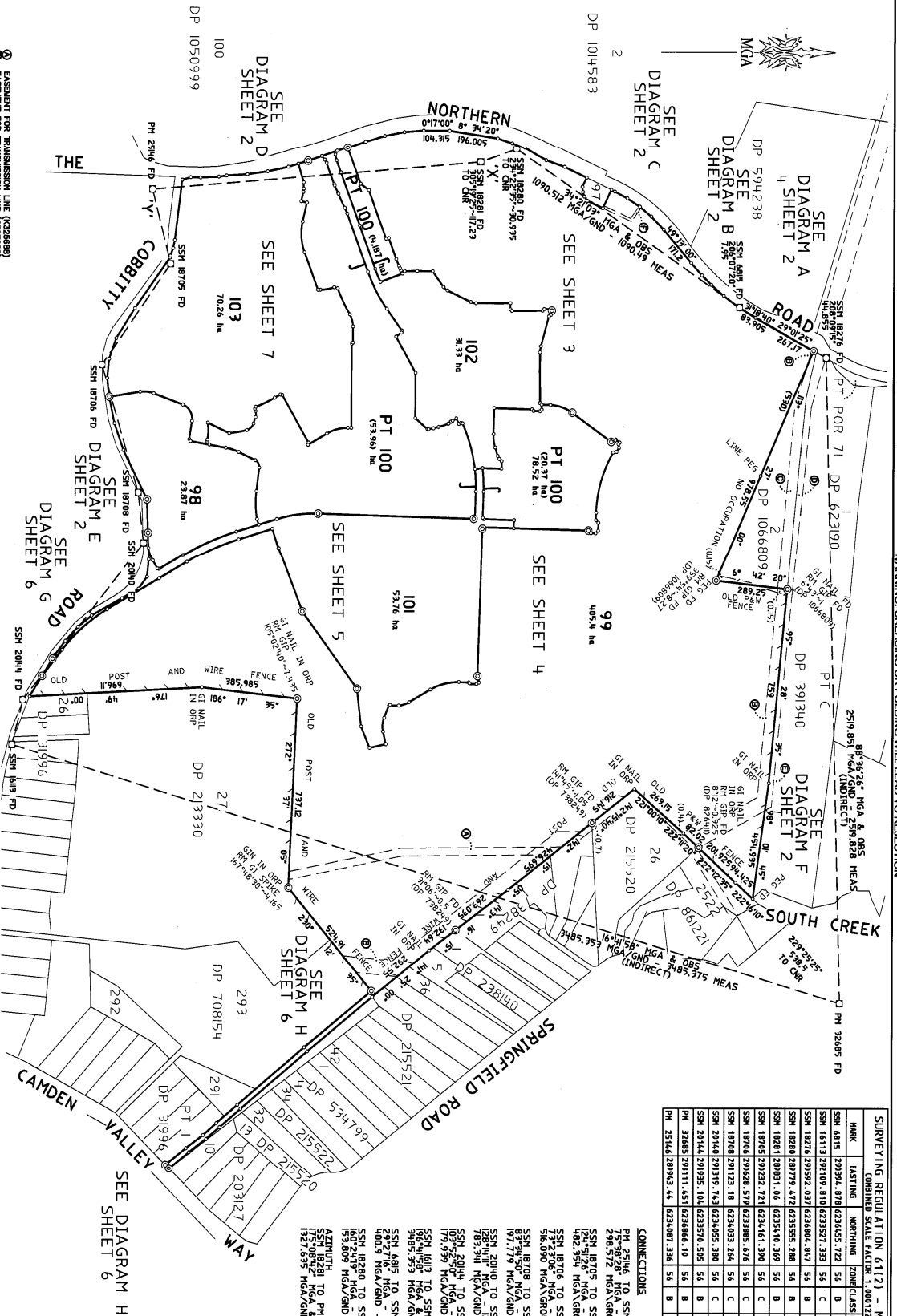
Address of Witness: 05 PARRAMATTA RD
PARRAMATTA


Council Authorised Person

Witness Signature: 

Print Name: SHAWN VAN DER MERWE

Address of Witness: 05 PARRAMATTA RD
PARRAMATTA



SURREY COUNTY ARREST LOG (4/1/21) - MAY 20 CO-ORDINATES			
ARRESTED SCALE FLOOR (MAY 20) - 12.00			
MARK	LASTING	NORTHING	DATE
SCN 16115	29939.0, 878	62345.5, 732	31-07-2008
SCN 16116	29939.0, 878	62345.5, 732	31-07-2008
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SCN 16168	29939.0, 878	62345.5, 732	31-07-2008
SCN 16169	29939		

CONNECTIONS

[illegible]

Surveyor: PAUL MICHAEL DALY
Date of Survey: 08 AUG 2008
Surveyor's Ref: 04320 DP
2008M7100(358) 'ADDITIONAL SHEETS'.

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

LGA: CAMDEN
Locality: ORAN PARK
Subdivision No:
Lengths are in metres, Reduction Ratio 1:10000

Registered:
23.9.2008



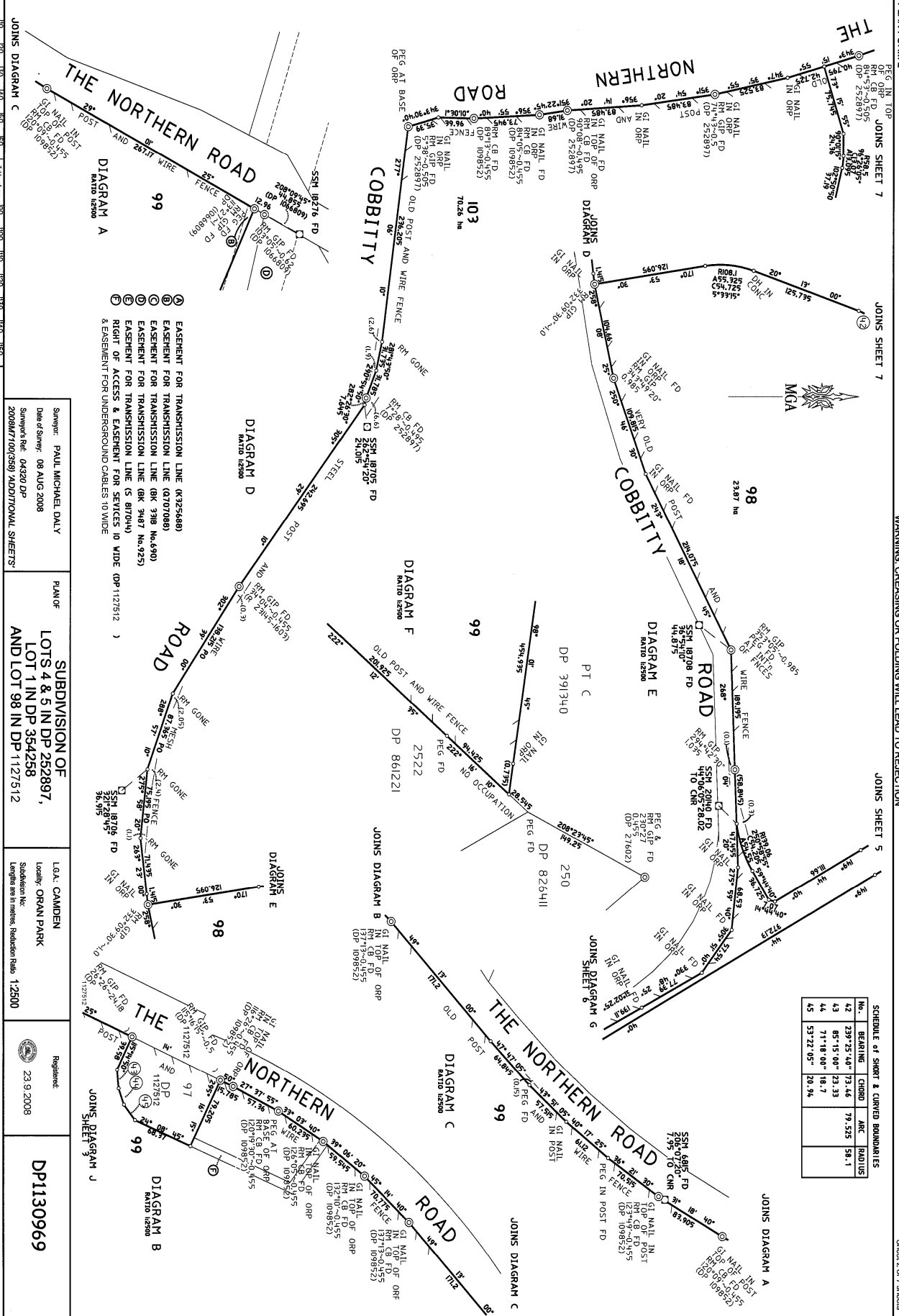
DP1130969 P



PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 7 sheets



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
42	239°25'44"	73.46	79.525	58.1
43	85°15'00"	23.33		
44	71°18'00"	18.7		
45	53°22'05"	20.34		

Surveyor: PAUL MICHAEL DALY
 Date of Survey: 08 AUG 2008
 Survey Ref: 04320 DP
 2008M/1102589 ADDITIONAL SHEETS

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

L.O.A. CAMDEN
 Locality: ORAN PARK
 Lodgement No: 12500

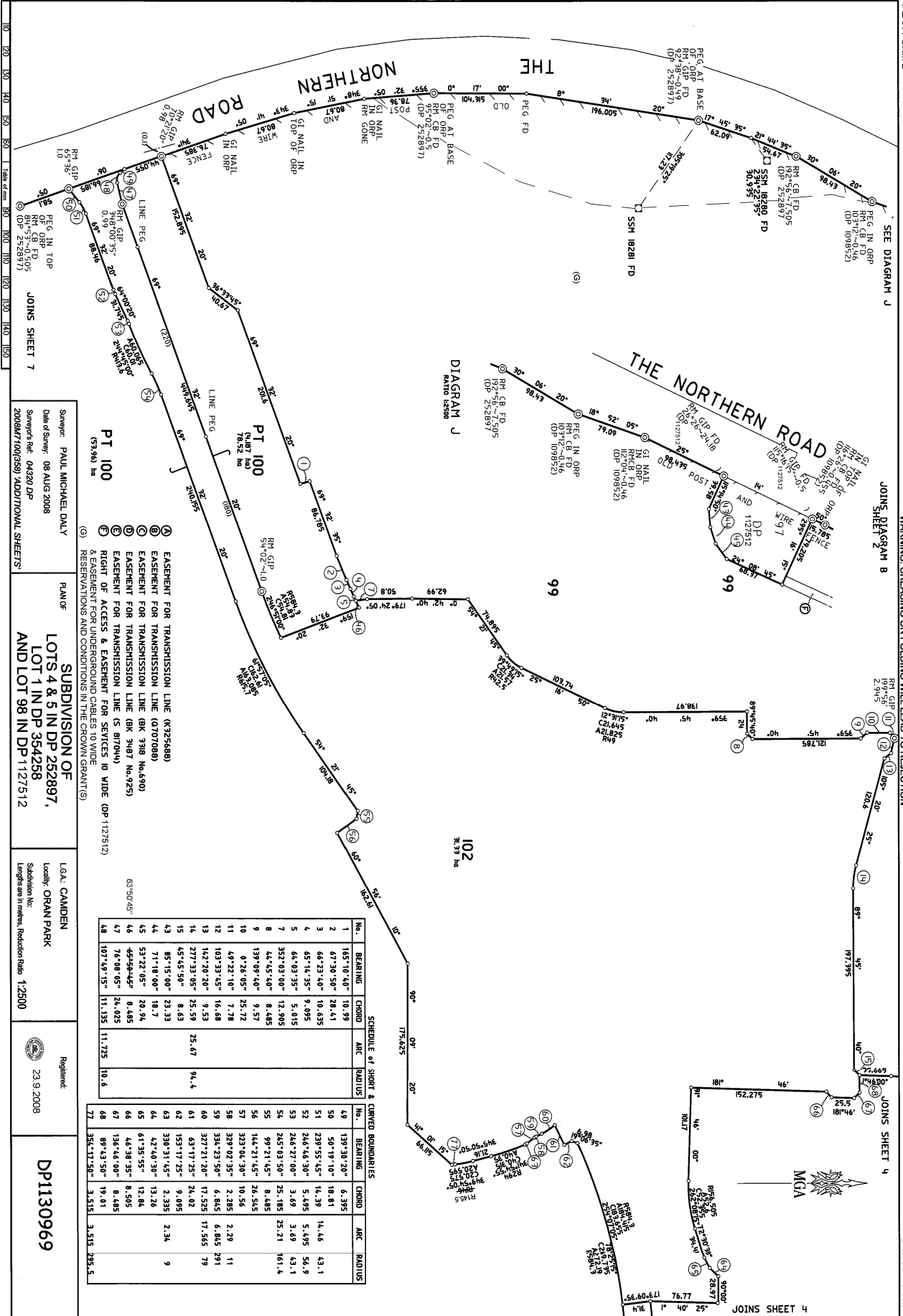
Registered:
 23.9.2008

DP1130969

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 3 of 7 sheets

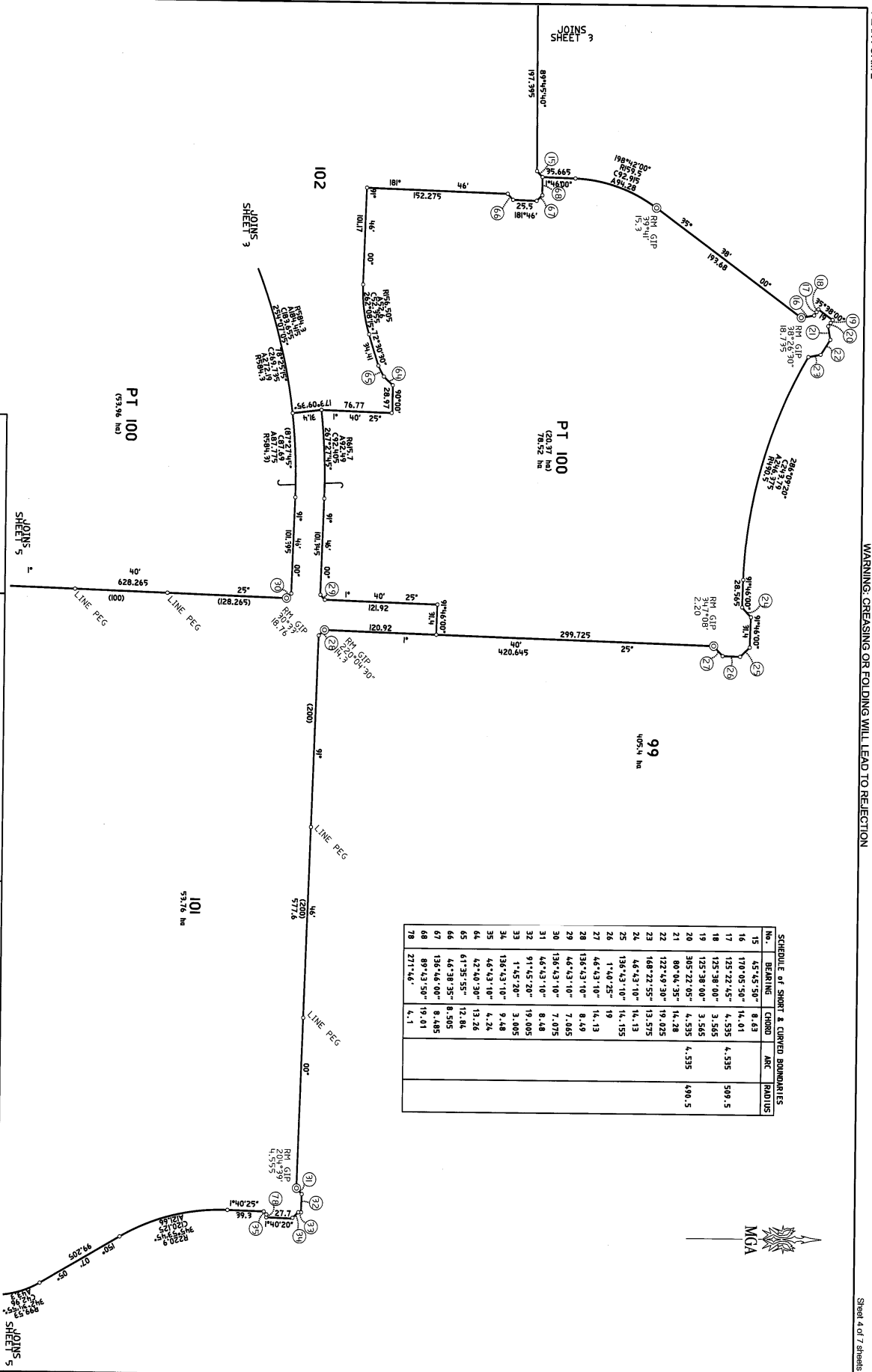


PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 4 of 7 sheets

SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	CURVED	ARC	RADIUS
15	45°45'50"	8.63		
16	170°05'50"	14.01		
17	125°22'45"	4.535	4.535	589.5
18	125°38'00"	3.565		
19	125°38'00"	3.565		
20	305°22'05"	4.535		
21	80°04'35"	14.28	4.535	490.5
22	122°49'30"	19.025		
23	168°22'55"	13.575		
24	46°43'10"	14.13		
25	136°43'10"	14.13		
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°44'00"	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
 2008M/100(358) ADDITIONAL SHEETS

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

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

Registered:
 23.9.2008

DP1130969

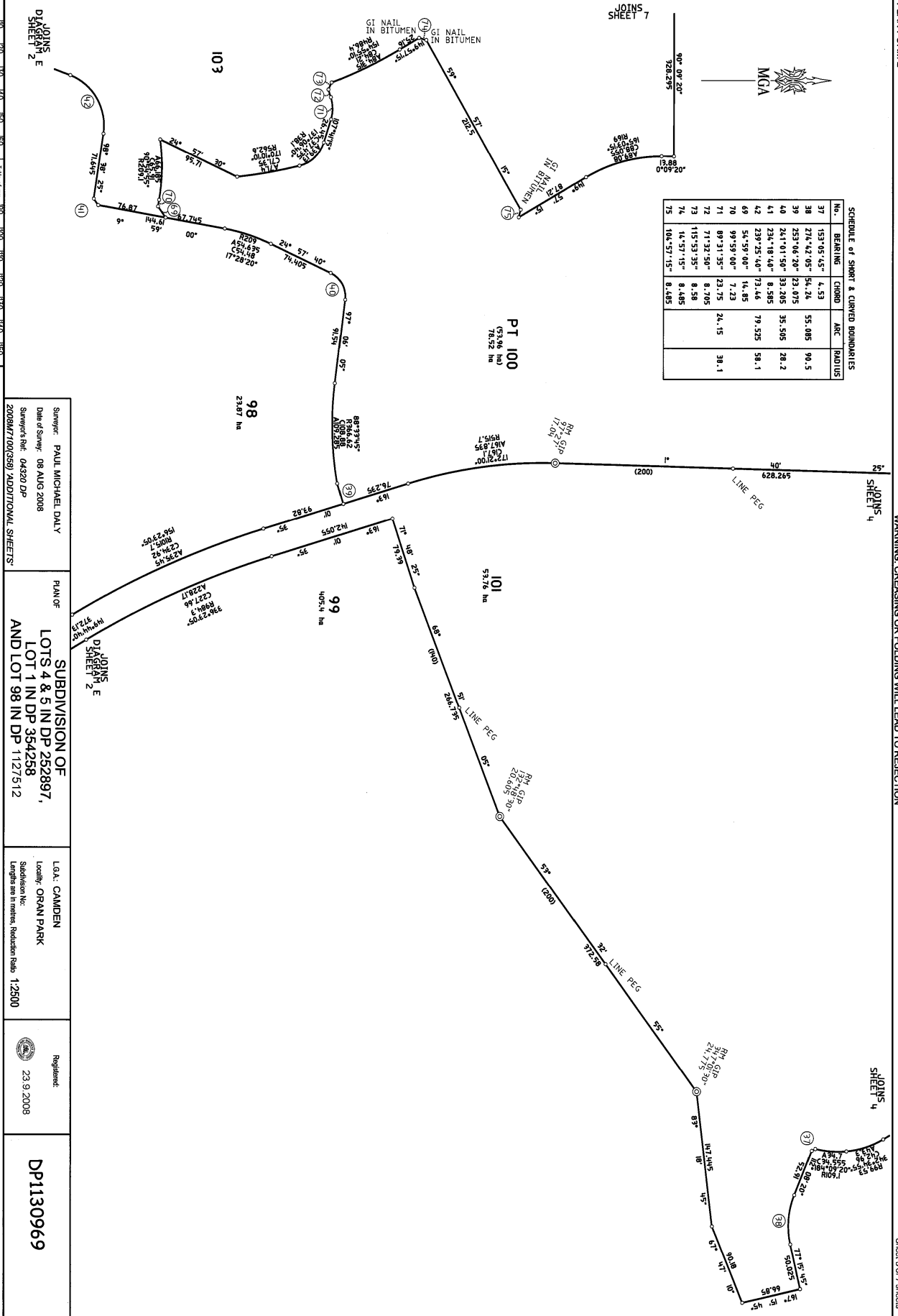
PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 5 of 7 sheets



SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC RADIUS
37	153°05'45"	4.53	55.085
38	274°42'05"	54.24	90.5
39	253°46'20"	23.075	28.2
40	241°01'50"	33.205	58.1
41	234°18'40"	8.585	79.525
42	239°25'40"	73.46	38.1
69	54°59'00"	14.85	24.15
70	89°31'35"	23.75	38.1
71	71°32'50"	8.705	55.085
72	115°53'35"	8.58	90.5
73	115°53'35"	8.58	28.2
74	14°57'15"	8.485	58.1
75	104°57'15"	8.485	90.5

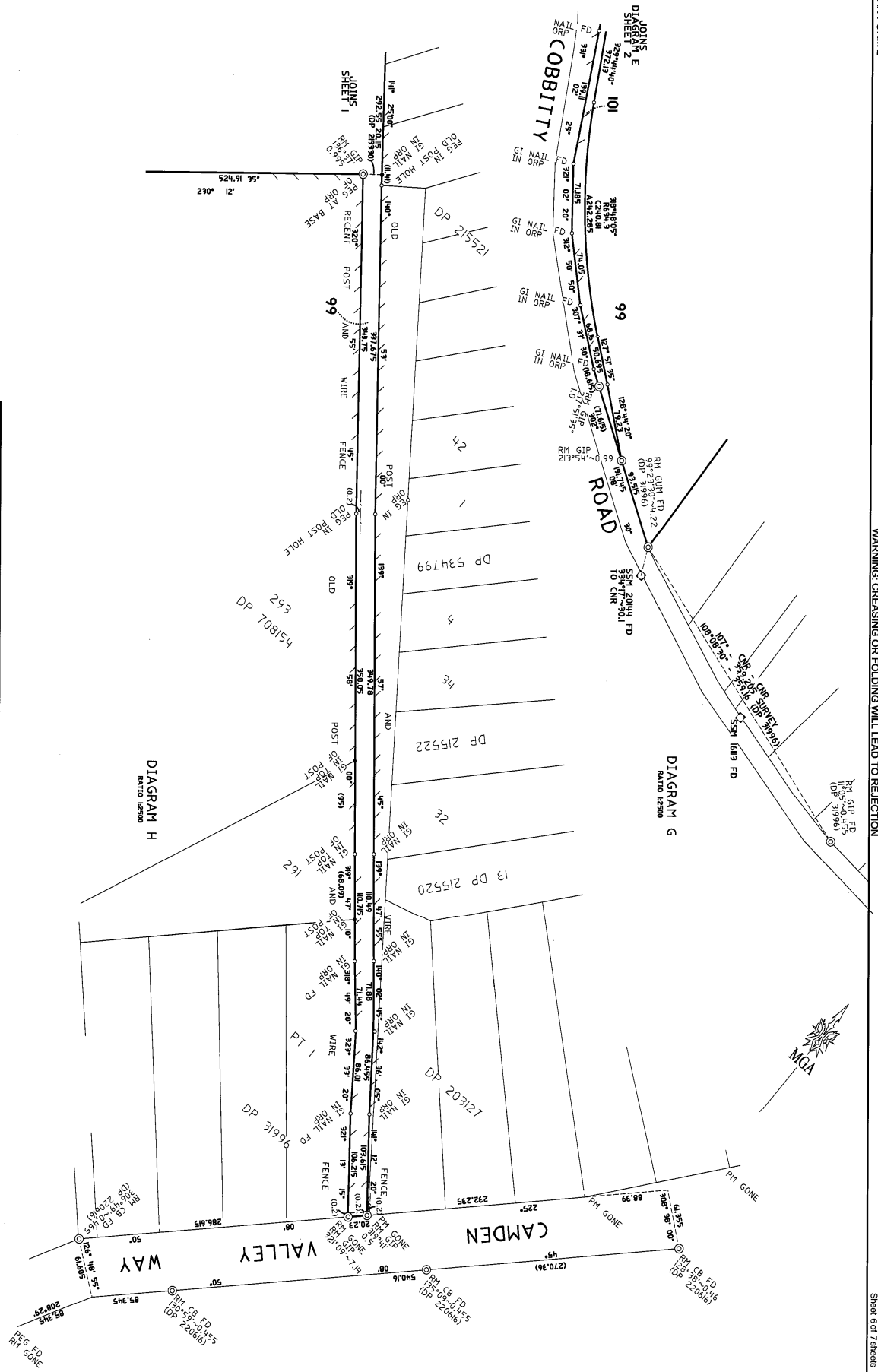


Surveyor: PAUL MICHAEL DALY Date of Survey: 08 AUG 2008 Surveyor Ref: 04320 DP 2008M/1003591 ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512	L.O.A. CAMDEN Locality: ORAN PARK Scale: 1:2500 Sufficient for: Lodgement and Transfer, Production Rule	Registered: 23.9.2008	DP1130969
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PLAN FORM 2

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 6 of 7 sheets



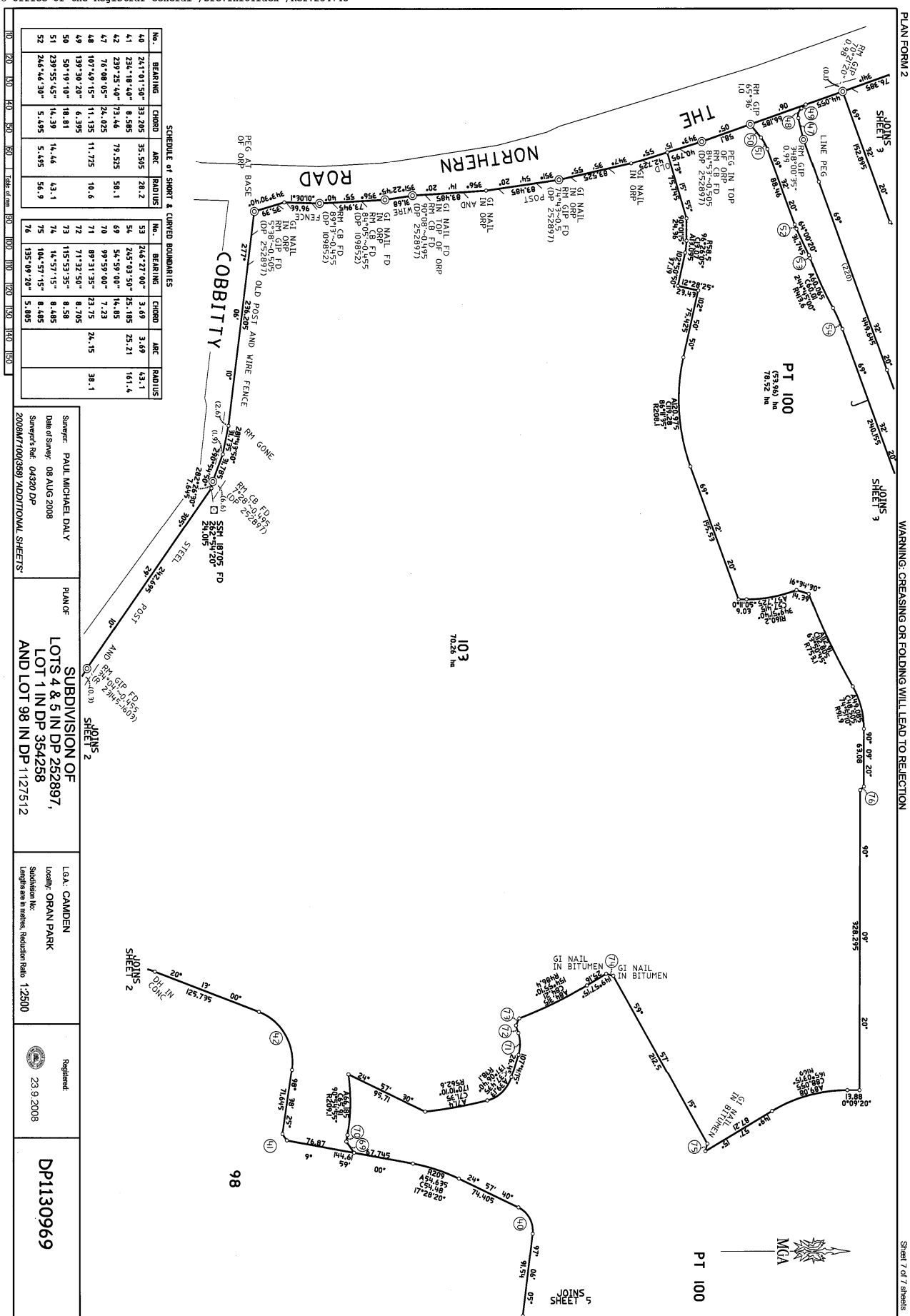
Surveyor: BENJAMIN JOHN CLIMMINS
 Date of Survey: 08 AUG 2008
 Surveyor's Ref: 04320 DP
 2008M/100(558) ADDITIONAL SHEETS



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.
 Length in metres, Reduction Ratio 1:2500

Registered:
 23.9.2008

DP1130969



DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 1 sheet(s)																				
<p>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.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:</p> <p>1. RESTRICTION ON THE USE OF LAND</p> <div style="margin-top: 20px;"> <p><i>[Signature]</i> Tony Perich director signing on behalf of Leppington Pastoral Pty Ltd under S.127 of the Corporations Act 2001 ACN 000420404</p> <p><i>[Signature]</i> Ron Perich director signing on behalf of Leppington Pastoral Pty Ltd under S.127 of the Corporations Act 2001 ACN:</p> <p><i>[Signature]</i> Signed by me MATTHEW BEGGS as 000420404 delegate of Landcom and I hereby certify that I have no notice of revocation of such delegation.</p> </div> <p style="text-align: center; font-size: small;">Use PLAN FORM 6A for additional certificates, signatures, seals and statements</p>	<div style="text-align: center;">  <h2 style="margin: 0;">DP1130969 S</h2> </div> <hr/> <p>Registered:  23.9.2008</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <hr/> <p style="text-align: center;">PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512</p> <hr/> <p>L.G.A.: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND</p> <hr/> <p style="text-align: center;">Surveying Regulation, 2006</p> <p>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</p> <p>The survey relates to LOTS 98 TO 103</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>Signature: <i>[Signature]</i> Dated: 18-08-2008 Surveyor registered under the Surveying Act, 2002</p> <hr/> <p>Datum Line: 'X' - 'Y' Type: Urban/Rural</p> <hr/> <p style="text-align: center;">Plans used in the preparation of survey/compilation</p> <table style="width: 100%; font-size: small;"> <tr> <td>DP 27602</td> <td>DP 215522</td> <td>DP 623190</td> </tr> <tr> <td>DP 31996</td> <td>DP 220616</td> <td>DP 708154</td> </tr> <tr> <td>DP 109852</td> <td>DP 238140</td> <td>DP 738249</td> </tr> <tr> <td>DP 203127</td> <td>DP 252897</td> <td>DP 826411</td> </tr> <tr> <td>DP 213330</td> <td>DP 354258</td> <td>DP 861221</td> </tr> <tr> <td>DP 215520</td> <td>DP 391340</td> <td>DP 1066809</td> </tr> <tr> <td>DP 215521</td> <td>DP 534799</td> <td>R 23145-1603</td> </tr> </table> <p style="text-align: center; font-size: x-small;">(if insufficient space use Plan Form 6A annexure sheet)</p> <hr/> <p>SURVEYOR'S REFERENCE: 04320 DP 2008M7100(358) 'ADDITIONAL SHEETS'</p>	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
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																				
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>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</p> <p>Signature: Date: File Number: Office:</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>SUBDIVISION</u> set out herein (insert "subdivision" or "new road")</p> <p><i>[Signature]</i> * Authorised Person/General Manager/Accredited Certifier</p> <p>Consent Authority: <u>CAMDEN COUNCIL</u> Date of Endorsement: <u>28 AUG 2008</u> Accreditation no: Subdivision Certificate no: <u>32/2008</u> File no: <u>5850-280</u></p> <p style="font-size: x-small;">* Delete whichever is inapplicable.</p>																					

*OFFICE USE ONLY

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. [Signature]
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:

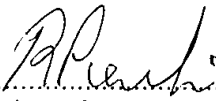
Plan of Subdivision of 32/2008
Lots 4 & 5 in D.P.252897,
Lot 1 in D.P.354258 and Lot 98 in D.P.

Tony Perich
director



PART 2 (CONTINUED)

Owners Signature



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


tony perich - director

Name of Witness:

Address of Witness:

.....

Signature of Witness:



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



PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1153029

Sheet 1 of 2 sheets
PT 32685 FD

SURVEYING REGULATION 612 - MGA CO-ORDINATES

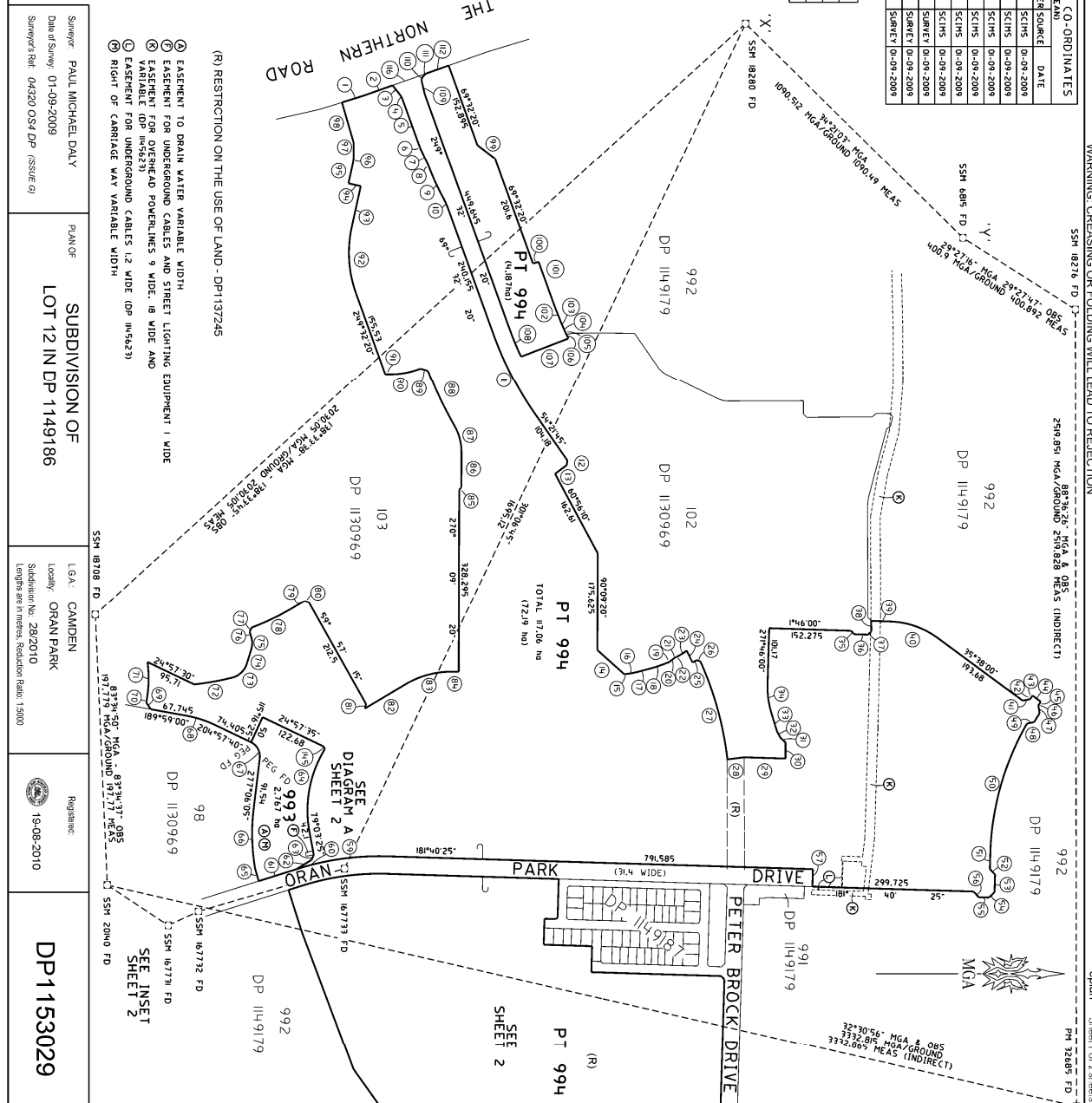
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SSM 6815	200942.071	623800.817	16 B 2	SCINS 01-01-2009
SSM 18276	200942.071	623800.817	16 B 2	SCINS 01-01-2009
SSM 18276	200942.071	623800.817	16 B 2	SCINS 01-01-2009
SSM 18276	200942.071	623800.817	16 B 2	SCINS 01-01-2009
SSM 18276	200942.071	623800.817	16 B 2	SCINS 01-01-2009
SSM 18276	200942.071	623800.817	16 B 2	SCINS 01-01-2009
SSM 18276	200942.071	623800.817	16 B 2	SCINS 01-01-2009
SSM 18276	200942.071	623800.817	16 B 2	SCINS 01-01-2009
SSM 18276	200942.071	623800.817	16 B 2	SCINS 01-01-2009
SSM 18276	200942.071	623800.817	16 B 2	SCINS 01-01-2009

SCHEDULE OF SSM CONNECTIONS

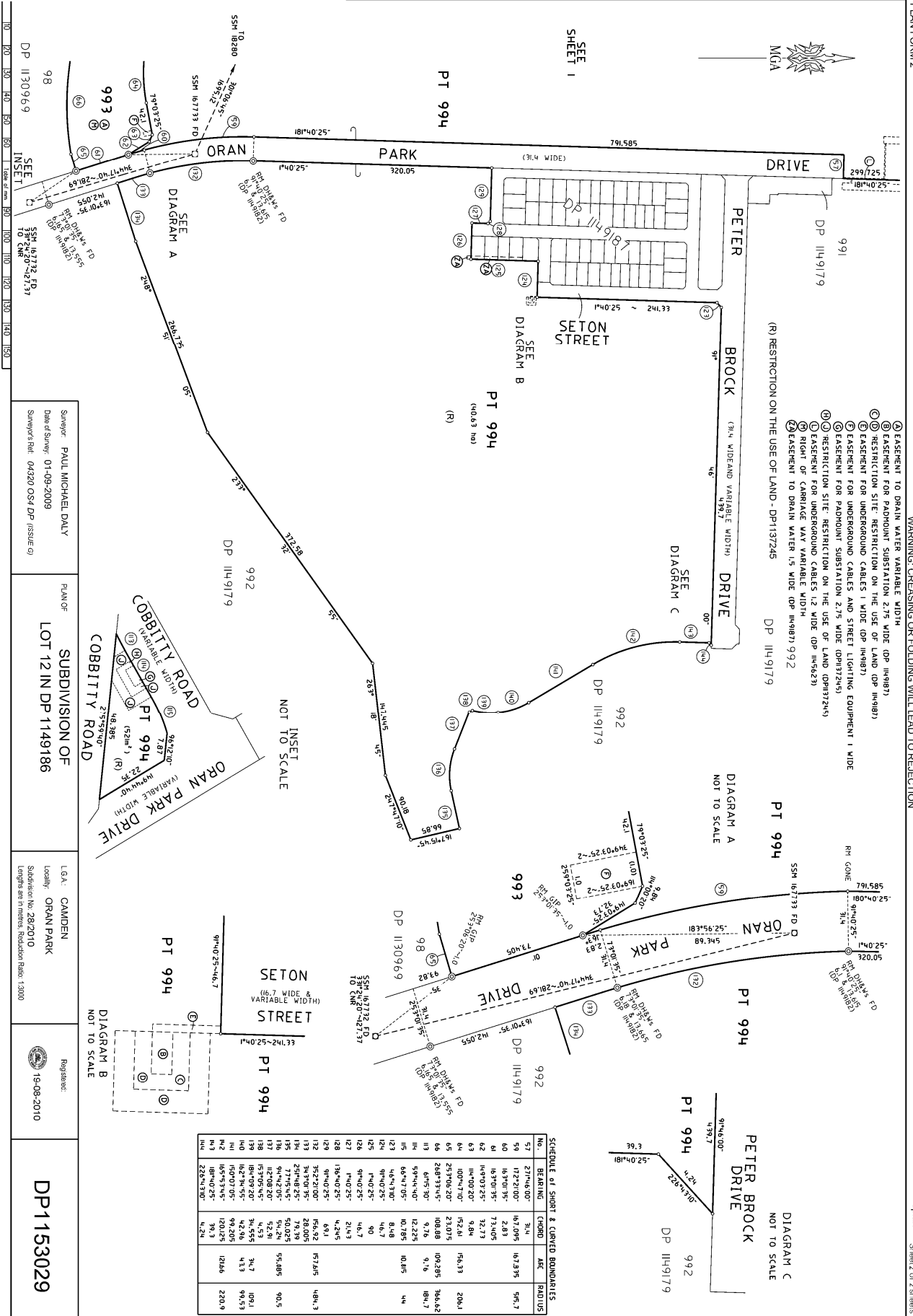
FROM	TO	BEARING	DISTANCE
SSM 2000	SSM 18276	26°55'00"	175.000
SSM 18276	SSM 18273	334°59'30"	217.000
SSM 18273	SSM 18273	334°59'30"	281.690

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
79	124°51'15"	25.16		
80	104°51'15"	8.105		
81	124°51'15"	8.105		
82	124°51'15"	8.105		
83	104°51'15"	8.105		
84	070°00'20"	11.888		
85	270°00'20"	6.108		
86	270°00'20"	6.108		
87	270°00'20"	6.108		
88	270°00'20"	6.108		
89	270°00'20"	6.108		
90	270°00'20"	6.108		
91	270°00'20"	6.108		
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95	270°00'20"	6.108		
96	270°00'20"	6.108		
97	270°00'20"	6.108		
98	270°00'20"	6.108		
99	270°00'20"	6.108		
100	270°00'20"	6.108		




PAUL MICHAEL DALY
Date of Survey: 01-09-2009
Surveyor's Ref: 04320 OS4 DP (ISSUE 6)
PLAN OF
SUBDIVISION OF
LOT 12 IN DP 1149186
LGA: CAMDEN
Locality: ORAN PARK
Subdivision No: 28/2010
Lengths are in metres. Reduction Ratio: 1:5000
Registered:
19-08-2010
DP1153029



DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p>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.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :</p> <ol style="list-style-type: none"> 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 <p style="text-align: center; margin-top: 20px;">Use PLAN FORM 6A for additional certificates, signatures, seals and statements</p>	<div style="text-align: center; font-size: 24pt; font-weight: bold; margin-bottom: 10px;">DP1153029</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>Registered: 19-08-2010</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px; text-align: center;"> <p>PLAN OF SUBDIVISION OF LOT 12 IN DP 1149186</p> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>L.G.A.: CAMDEN</p> <p>Locality: ORAN PARK</p> <p>Parish: COOK</p> <p>County: CUMBERLAND</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">Surveying Regulation, 2006</p> <p>I <u>PAUL MICHAEL DALY</u> of <u>JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN</u> a surveyor registered under the 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: <u>01-09-2009</u></p> <p>The survey relates to <u>LOT 993</u></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 style="text-align: right;">Signature Dated: <u>10-06-2010</u> <small>Surveyor registered under the Surveying Act, 2002</small></p> <p>Datum Line: <u>'X'-'Y'</u> Type: <u>Urban/Rural</u></p> </div>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I in approving this plan certify <small>(Authorised Officer)</small> that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: Date: File Number: Office:</p>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p style="text-align: center;">Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>SUBDIVISION</u> set out herein <small>(insert "subdivision" or "new road")</small></p> <p style="text-align: center; margin-top: 20px;"> * Authorised Person/General Manager/Accredited Certifier</p> <p>Consent Authority: <u>Camden Council</u> Date of Endorsement: <u>9th August 2010</u> Accreditation no: Subdivision Certificate no: <u>281/2010</u> File no: <u>BA 952/2007</u></p> <p><small>* Delete whichever is inapplicable.</small></p> </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">Plans used in the preparation of survey/compilation</p> <p>DP 1130969 DP 1145623 DP 1149179 DP 1149182 DP 1149186 DP 1149187</p> <p style="text-align: center; font-size: 8pt;">(if insufficient space use Plan Form 6A annexure sheet)</p> <p style="text-align: center; font-weight: bold;">SURVEYOR'S REFERENCE: 04320 OS4 DP (ISSUE G)</p> </div>	

* 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: 08 AUGUST 2000						
<p>Signed by Leppington Pastoral Company Pty Ltd ACN 000420404</p> <table border="0"><tr><td>Signature: <u>Mark Perich</u></td><td>Signature: <u>Ralph Bruce</u></td></tr><tr><td>Print Name: <u>MARK PERICH</u></td><td>Print Name: <u>RALPH BRUCE</u></td></tr><tr><td>Office Held <u>PofA 4586</u> <u>No 836</u></td><td>Office Held <u>PofA Book 4586,</u> <u>No. 836</u></td></tr></table> <p>Signed by me <u>MATTHEW BEAGS</u> as delegate of Landcom and I hereby declare that I have no notice of revocation of such delegation.</p> <p>Signature: <u>[Signature]</u></p>			Signature: <u>Mark Perich</u>	Signature: <u>Ralph Bruce</u>	Print Name: <u>MARK PERICH</u>	Print Name: <u>RALPH BRUCE</u>	Office Held <u>PofA 4586</u> <u>No 836</u>	Office Held <u>PofA Book 4586,</u> <u>No. 836</u>
Signature: <u>Mark Perich</u>	Signature: <u>Ralph Bruce</u>							
Print Name: <u>MARK PERICH</u>	Print Name: <u>RALPH BRUCE</u>							
Office Held <u>PofA 4586</u> <u>No 836</u>	Office Held <u>PofA Book 4586,</u> <u>No. 836</u>							
SURVEYOR'S REFERENCE: 04320 OS4 DP (ISSUE G)								

* OFFICE USE ONLY

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: 28 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

.....*P. J. M. 28*.....
General Manager/Authorised Person

DP1153029

eplan

(Sheet 3 of 3 Sheets)

Plan: *ZB 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: *Mark Perich*

Print Name: *MARK PERICH*

Office Held: *PoFA Book 4586
No. 836*

Signature: *Ralph Bruce*

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: *[Signature]*

REGISTERED



19-08-2010

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1151500

Sheet 2 of 3 sheets

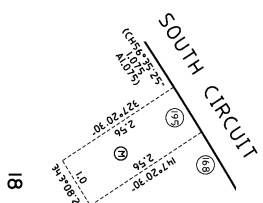
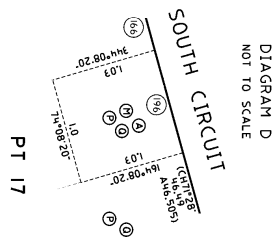
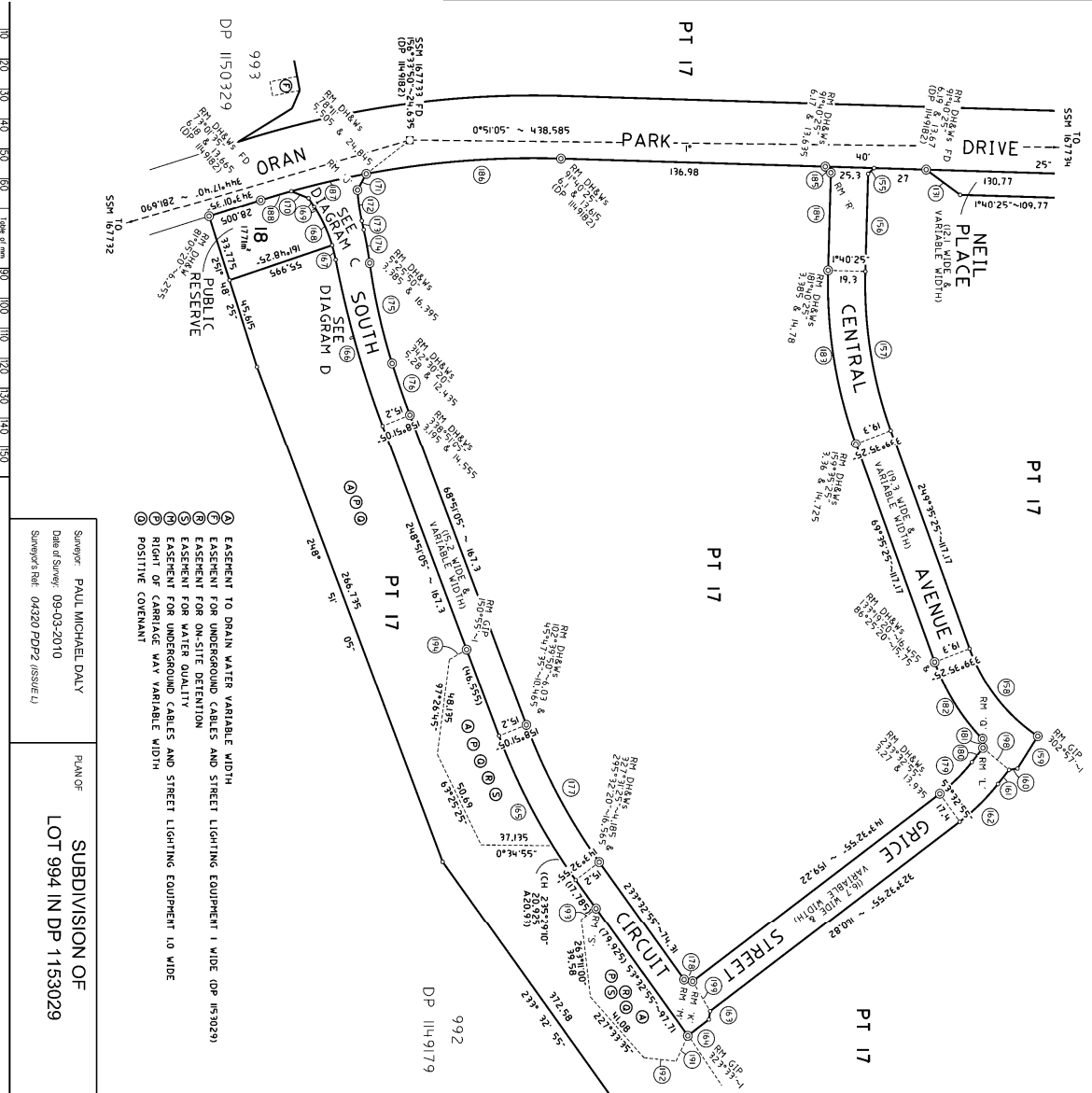


- ① EASEMENT TO DRAIN WATER VARIABLE WIDTH
② EASEMENT FOR PAVEMENT SUBSTATION 2.75 WIDE (DP 114987)
③ RESTRICTION SITE RESTRICTION ON THE USE OF LAND (DP1137245)
④ EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 114987)
⑤ EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 115029)
⑥ EASEMENT FOR OVERHEAD POWERLINES 9 WIDE, 18 WIDE AND VARIABLE WIDTH (DP 114523)
⑦ EASEMENT FOR UNDERGROUND CABLES 1.2 WIDE (DP 114523)
⑧ EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE
⑨ POSITIVE COVENANT
⑩ EASEMENT FOR ON SITE DETENTION
⑪ EASEMENT FOR WATER QUALITY
⑫ EASEMENT TO DRAIN WATER 1.5 WIDE (DP 114987)

SCHEDULE of REFERENCE MARKS FOUND			
NO.	BEARING	DISTANCE	DESCRIPTION
A	114°47'35"	4.895 & 4.21	Diagrams
B	114°47'35"	6.115 & 13.66	Diagrams
C	91°40'25"	6.115 & 13.67	Diagrams
D	91°40'25"	6.115 & 13.65	Diagrams
E	173°01'35"	6.115 & 13.555	Diagrams
F	173°01'35"	6.115 & 13.555	Diagrams

SCHEDULE of SHORT & CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
117	42°43'10"	8.48		
124	91°40'25"	4.67		
125	1°40'25"	4.67		
126	91°40'25"	4.67		
127	1°40'25"	21.43		
128	134°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"	31.71		
134	251°48'25"	45.455		
135	77°15'45"	50.025		
136	94°42'05"	54.24		
137	115°08'20"	52.91		
138	115°08'20"	52.91		
139	184°09'20"	34.555		
140	162°34'55"	42.96		
141	150°07'05"	99.205		
142	165°53'45"	120.125		
143	181°40'25"	39.3		
144	226°31'10"	4.24		
145	173°01'35"	5.3		
146	314°40'25"	4.245		
147	91°40'25"	4.615		
148	91°40'25"	4.615		
149	302°56'45"	19.3		
150	302°56'45"	56.46		
151	309°05'45"	9.125		
152	316°19'20"	27.35		
153	323°32'55"	4.245		
154	323°32'55"	13.6		
155	61°12'00"	82.42		
156	73°44'05"	86.725		
157	255°44'00"	7.445		
158	64°29'05"	21.53		
159	56°07'10"	5.31		
160	271°20'35"	9.55		
161	281°15'45"	9.255		
162	281°53'30"	15.785		
163	281°53'30"	4.61		
164	281°53'30"	6.91		
165	281°53'30"	53.57		
166	250°04'45"	27.5		
167	224°17'20"	78.735		
168	188°32'55"	4.245		
169	188°32'55"	22.97		
170	129°05'40"	9.125		
171	134°19'20"	22.97		
172	134°19'20"	23.03		
173	134°19'20"	91.3		
174	134°19'20"	23.03		
175	134°19'20"	14.95		
176	134°19'20"	208.1		
177	134°19'20"	4.61		
178	134°19'20"	53.57		
179	134°19'20"	484.3		
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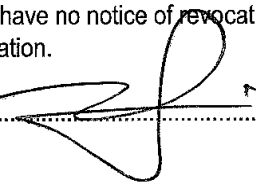






SCHEDULE OF REFERENCE MARKS PLACED		
NO.	BEARING	DISTANCE
J	350°49'50.0"	3.395 & 246.7
K	238°48'05.0"	5.275 & 12.385
L	219°05'44.5"	5.31 & 11.955
M	285°57'00"	5.465
N	216°35'15"	6.63
O	174°44'15"	6.09 & 20.295
P	188°40'25"	5.805 & 13.955
Q	98°39'00"	14.185
		D&M

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p>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.</p> <p>IT IS INTENDED TO DEDICATE CENTRAL AVENUE, NEIL PLACE, SOUTH CIRCUIT AND GRICE STREET TO THE PUBLIC AS PUBLIC ROAD.</p> <ol style="list-style-type: none"> 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 <p>IT IS INTENDED TO DEDICATE LOT 18 TO THE PUBLIC AS PUBLIC RESERVE.</p> <p style="text-align: center; margin-top: 20px;">Use PLAN FORM 6A for additional certificates, signatures, seals and statements</p>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1151500</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Registered: 19-08-2010 Title System: TORRENS Purpose: SUBDIVISION </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px; text-align: center;"> PLAN OF SUBDIVISION OF LOT 994 IN DP 1153029 </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> L.G.A.: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">Surveying Regulation, 2006</p> <p>I, <u>PAUL MICHAEL DALY</u> of <u>JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN</u> a surveyor registered under the 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: <u>09-03-2010</u></p> <p>The survey relates to <u>ROADS - (PART LOT 12 COMPILED)</u></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 style="text-align: right;">Signature: Dated: <u>23-04-2010</u> <small>Surveyor registered under the Surveying Act, 2002</small></p> <p>Datum Line: <u>'X'-'Y'</u> Type: <u>Urban/Rural</u></p> </div>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, in approving this plan certify <small>(Authorised Officer)</small> that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: Date: File Number: Office:</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>SUBDIVISION</u> set out herein <small>(insert "subdivision" or "new road")</small></p> <p style="text-align: center; margin-top: 20px;"> * Authorised Person/General Manager/Accredited Certifier</p> <p>Consent Authority: <u>Camden Council</u> Date of Endorsement: <u>31 August 2010</u> Accreditation no: Subdivision Certificate no: <u>29 of 2010</u> File no: <u>DA 982/108</u></p> <p><small>* Delete whichever is inapplicable.</small></p>	
<p style="text-align: center;">Plans used in the preparation of survey/compilation</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;">DP 1130969</div> <div style="width: 50%;">DP 1153029</div> <div style="width: 50%;">DP 1137245</div> <div style="width: 50%;">DP 1145623</div> <div style="width: 50%;">DP 1149179</div> <div style="width: 50%;">DP 1149182</div> <div style="width: 50%;">DP 1149186</div> <div style="width: 50%;">DP 1149187</div> </div> <p style="text-align: center; font-size: 0.8em;">(if insufficient space use Plan Form 6A annexure sheet)</p>		
<p style="text-align: center;">SURVEYOR'S REFERENCE: 04320 PDP2 (ISSUE L)</p>		

* 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						
<p>Signed by Leppington Pastoral Company Pty Ltd ACN 000420404</p> <table border="0"><tr><td>Signature: </td><td>Signature: </td></tr><tr><td>Print Name: MARK PERICH</td><td>Print Name: RALPH POUCH</td></tr><tr><td>Office Held PofA 4586 No. 836</td><td>Office Held PofA 4586 No. 836</td></tr></table> <p>Signed by me MATTHEW BEGGS as delegate of Landcom and I hereby declare that I have no notice of revocation of such delegation.</p> <p>Signature: </p>			Signature: 	Signature: 	Print Name: MARK PERICH	Print Name: RALPH POUCH	Office Held PofA 4586 No. 836	Office Held PofA 4586 No. 836
Signature: 	Signature: 							
Print Name: MARK PERICH	Print Name: RALPH POUCH							
Office Held PofA 4586 No. 836	Office Held PofA 4586 No. 836							
SURVEYOR'S REFERENCE: 04320 PDP2 (ISSUE L)								

* OFFICE USE ONLY

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: 29 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: 

Print Name: MARK PERICH

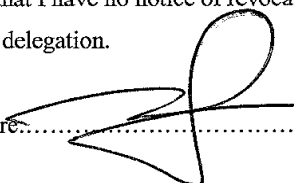
Office Held: P of A Book 4586
No. 836

Signature: 

Print Name: RALPH BRUCE

Office Held: P of A 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



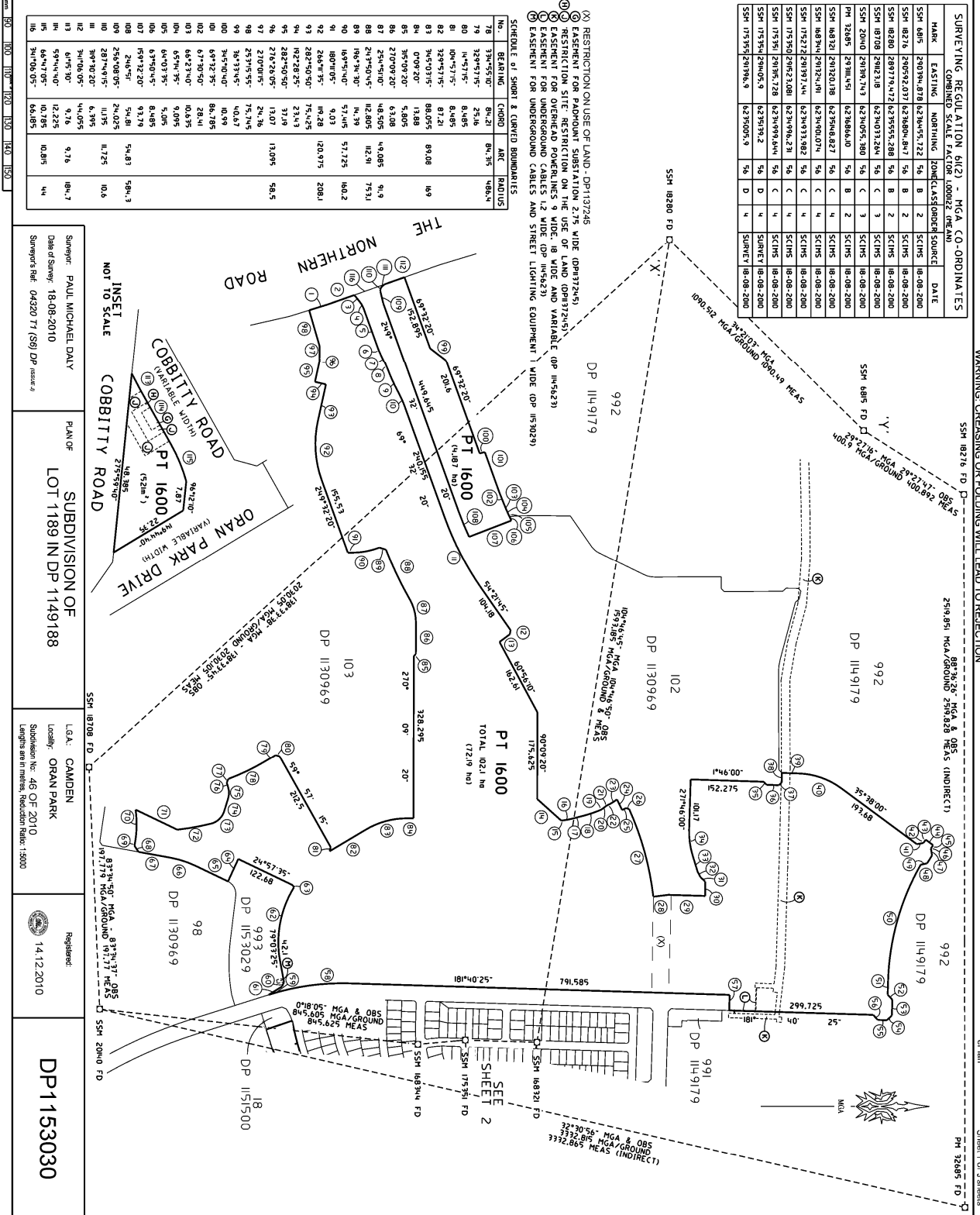
19-08-2010

PLAN FORM 2

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	34°15'55"	40.795		
2	34°15'55"	40.795		
3	50°09'00"	18.81		
4	59°55'45"	18.39		
5	64°12'20"	18.46		
6	64°12'20"	18.46		
7	64°00'20"	18.46		
8	64°12'20"	18.46		
9	64°12'20"	18.46		
10	64°12'20"	18.46		
11	64°12'20"	18.46		
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14	64°12'20"	18.46		
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26	64°12'20"	18.46		
27	64°12'20"	18.46		
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74	64°12'20"	18.46		
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76	64°12'20"	18.46		
77	64°12'20"	18.46		

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



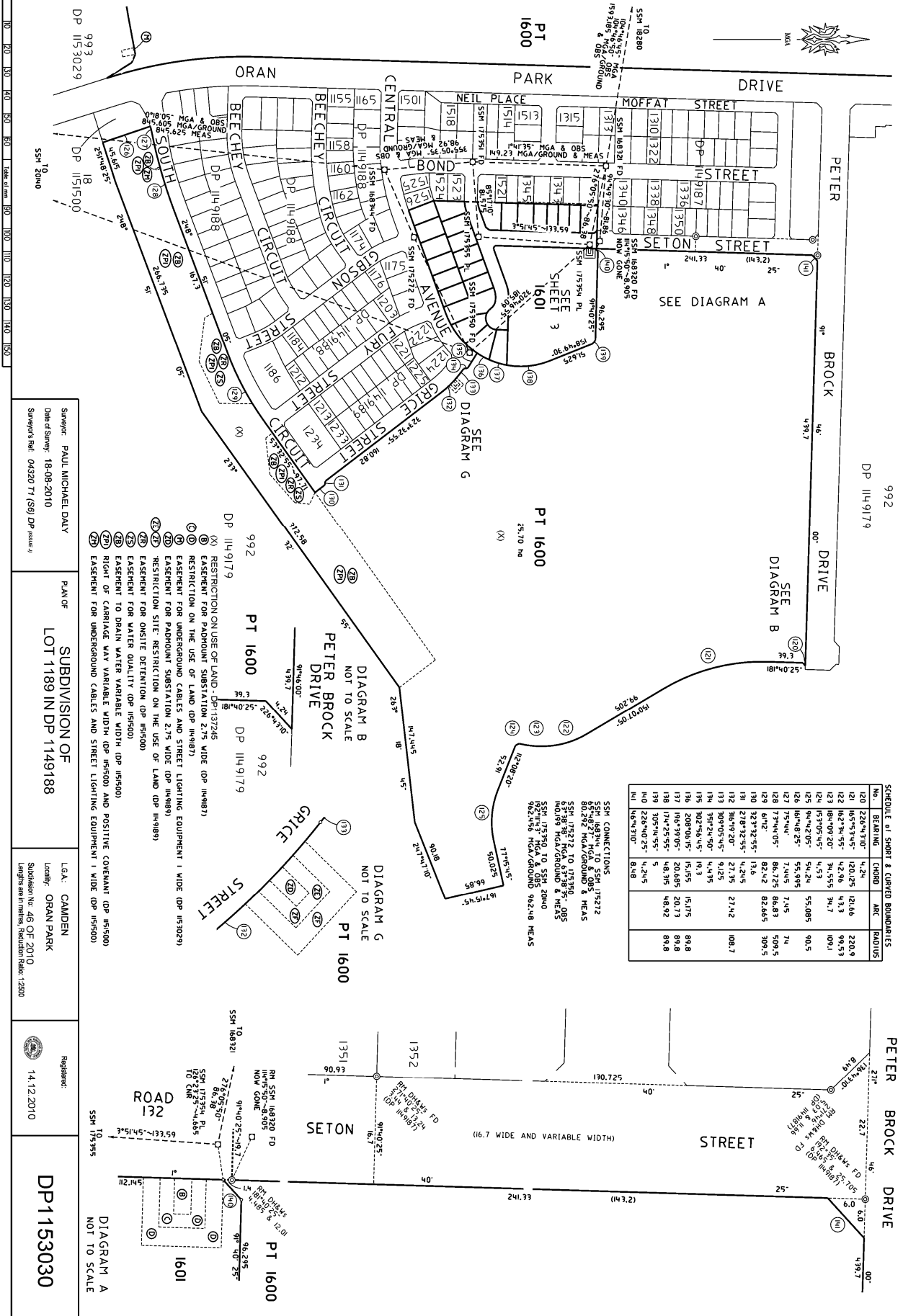
PLAN FORM 2

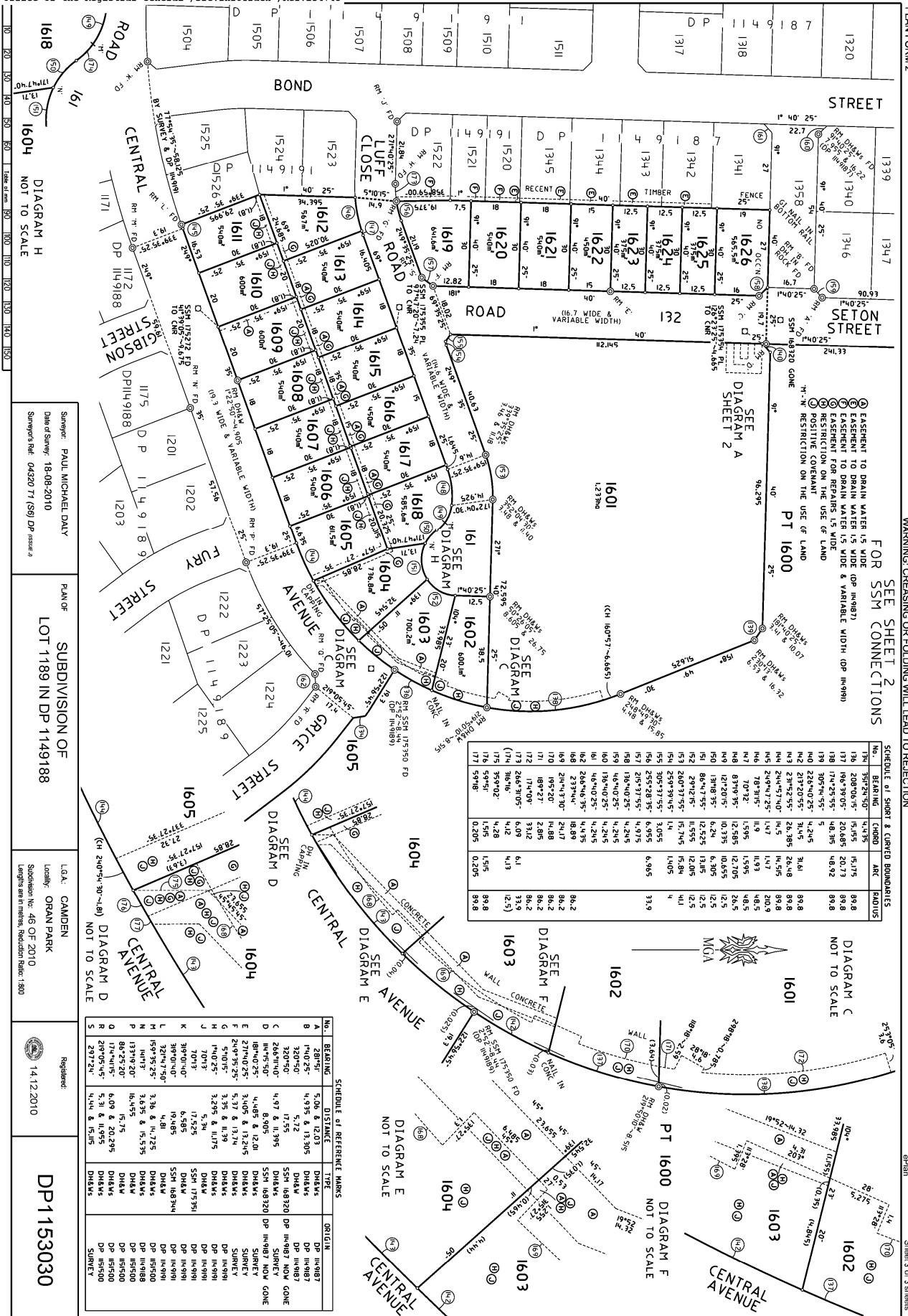
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1153030

epm

Sheet 2 of 3 sheets





PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheet(s)															
<p>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.</p> <p>IT IS INTENDED TO DEDICATE ROAD 132 AND ROAD 161 TO THE PUBLIC AS PUBLIC ROAD.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :</p> <ol style="list-style-type: none"> 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 <p>AND RELEASE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1149187) <p style="text-align: center; margin-top: 20px;">Use PLAN FORM 6A for additional certificates, signatures, seals and statements</p>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1153030</div> <div style="display: flex; justify-content: space-between;"> Registered: <div style="text-align: center;"> 14.12.2010 </div> </div> <div style="display: flex; justify-content: space-between;"> Title System: TORRENS </div> <div style="display: flex; justify-content: space-between;"> Purpose: SUBDIVISION </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> PLAN OF SUBDIVISION OF LOT 1189 IN DP 1149188 </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> L.G.A.: CAMDEN </div> <div style="display: flex; justify-content: space-between;"> Locality: ORAN PARK </div> <div style="display: flex; justify-content: space-between;"> Parish: COOK </div> <div style="display: flex; justify-content: space-between;"> County: CUMBERLAND </div> <div style="text-align: center; margin-top: 10px;"> Surveying Regulation, 2006 </div> <p>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</p> <p>The survey relates to LOTS 1601 TO 1626</p> <p>(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Signature: Dated: 03-09-2010 </div> <p style="font-size: 0.8em; margin-top: 5px;">Surveyor registered under the Surveying and Spatial Information Act 2002</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Datum Line: 'X' - 'Y' Type: Urban/Rural </div>														
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>Iin approving this plan certify <small>(Authorised Officer)</small> that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: Date: File Number: Office:</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed SUBDIVISION set out herein <small>(insert "subdivision" or "new road")</small></p> <div style="text-align: center; margin-top: 20px;"> * Authorised Person/General Manager/Accredited Certifier </div> <p>Consent Authority: Camden Council Date of Endorsement: 1st December 2010 Accreditation no: Subdivision Certificate no: 46 of 2010 File no: DA 933/2009</p> <p style="font-size: 0.8em;">* Delete whichever is inapplicable.</p>														
<p style="text-align: center;">Plans used in the preparation of survey/compilation</p> <table style="width: 100%; border: none;"> <tr> <td>DP 1130969</td> <td>DP 1151500</td> </tr> <tr> <td>DP 1137245</td> <td>DP 1153029</td> </tr> <tr> <td>DP 1145623</td> <td></td> </tr> <tr> <td>DP 1149179</td> <td></td> </tr> <tr> <td>DP 1149187</td> <td></td> </tr> <tr> <td>DP 1149188</td> <td></td> </tr> <tr> <td>DP 1149191</td> <td></td> </tr> </table> <p style="text-align: center; font-size: 0.8em;">(if insufficient space use Plan Form 6A annexure sheet)</p>		DP 1130969	DP 1151500	DP 1137245	DP 1153029	DP 1145623		DP 1149179		DP 1149187		DP 1149188		DP 1149191	
DP 1130969	DP 1151500														
DP 1137245	DP 1153029														
DP 1145623															
DP 1149179															
DP 1149187															
DP 1149188															
DP 1149191															
<p>SURVEYOR'S REFERENCE: 04320 T1 (S6) DP (ISSUE J)</p>															

* 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

Office Held Director

Signature: [Signature]

Print Name: RALPH BRUCE

Office Held Pd. A. Book 4586 No. 836
Regd: 23/03/2010

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

Signature: [Signature]

PM

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

* OFFICE USE ONLY

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 11 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



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

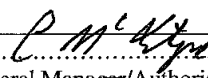
Terms of restriction numbered 8 in the plan.

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

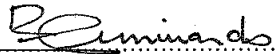
ePlan
(Sheet 5 of 6 Sheets)

Plan:
DP1153030

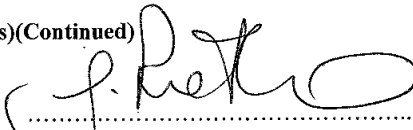
Plan of Subdivision of Lot 1189 in DP1149188
covered by Subdivision Certificate No. **46 of 2010**

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

Ray Simmonds
.....
Name of witness
c/- Integral Energy
51 Huntingwood Drive
Huntingwood 2148


.....
Signature of Attorney
Geoff Riethmuller
Network Property Manager
29 September 2010
.....
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: *J.B.*
Print Name: Joe Buda

Signature: *R. Stuart Bruce*
Print Name: RALPH STUART BRUCE

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

Office Held: P of A 4586 No.836

Signed by Greenfields Development Company Pty Ltd

Signature: *J. Buda*
Print Name: Joe Buda

Signature: *R. Stuart Bruce*
Print Name: Ralph Stuart Bruce

Office Held: P of A 4558 No.71

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]*

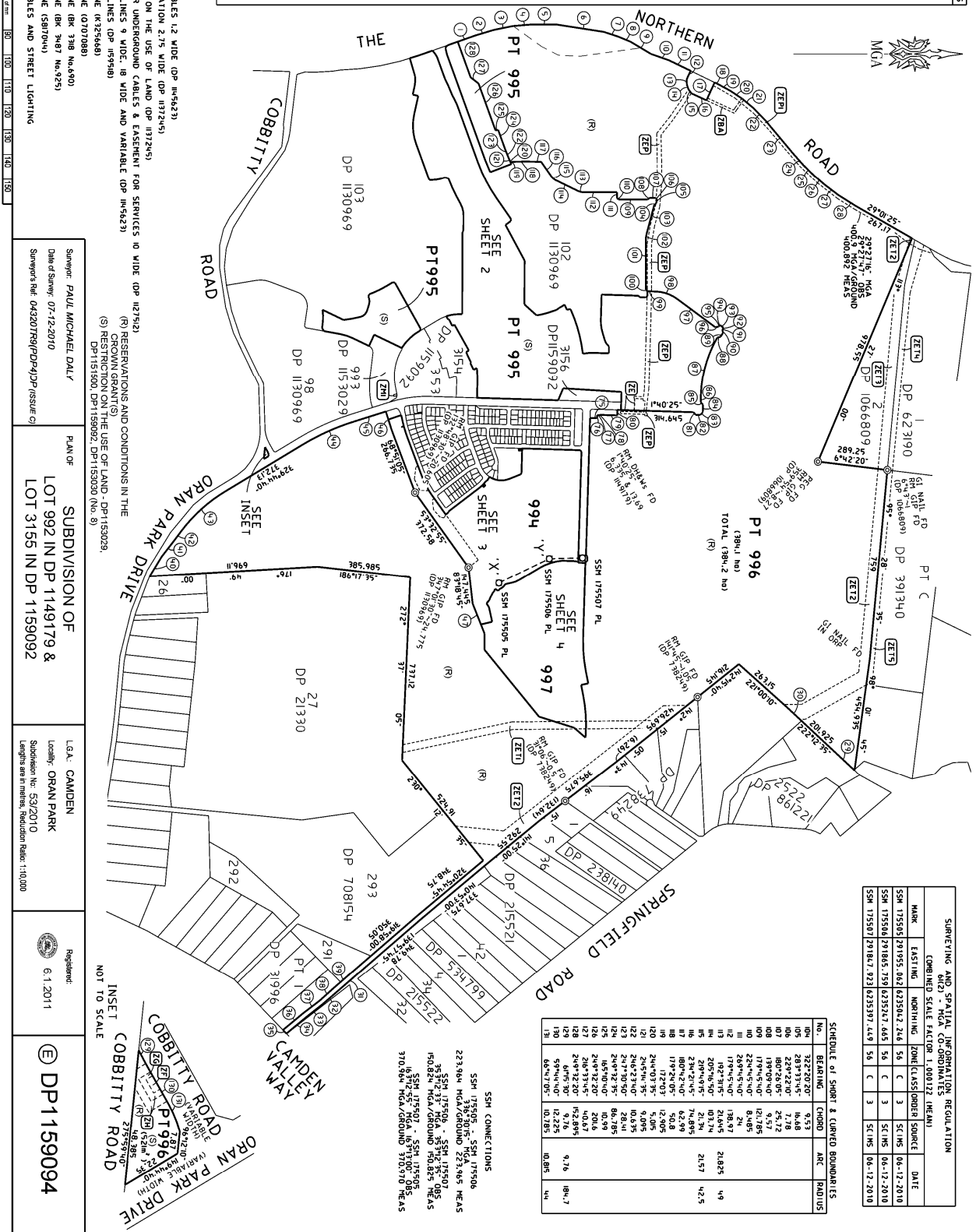
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan

Sheet 1 of 4 sheets

SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
1	211°04.0'E	74.29E		

103	285.030-30.255	120.9	25.617	94.4
102	284.955-30.407	197.395		
101	284.880-30.450	197.395		
100	284.805-30.493	197.395		
99	284.730-30.536	197.395		
98	284.655-30.579	197.395		
97	284.580-30.622	197.395		
96	284.505-30.665	197.395		
95	284.430-30.708	197.395		
94	284.355-30.751	197.395		
93	284.280-30.794	197.395		
92	284.205-30.837	197.395		
91	284.130-30.880	197.395		
90	284.055-30.923	197.395		
89	283.980-30.966	197.395		
88	283.905-31.009	197.395		
87	283.830-31.052	197.395		
86	283.755-31.095	197.395		
85	283.680-31.138	197.395		
84	283.605-31.181	197.395		
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81	283.380-31.310	197.395		
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79	283.230-31.396	197.395		
78	283.155-31.439	197.395		
77	283.080-31.482	197.395		
76	283.005-31.525	197.395		
75	282.930-31.568	197.395		
74	282.855-31.611	197.395		
73	282.780-31.654	197.395		
72	282.705-31.697	197.395		
71	282.630-31.740	197.395		
70	282.555-31.783	197.395		
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68	282.405-31.869	197.395		
67	282.330-31.912	197.395		
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65	282.180-31.998	197.395		
64	282.105-32.041	197.395		
63	282.030-32.084	197.395		
62	281.955-32.127	197.395		
61	281.880-32.170	197.395		
60	281.805-32.213	197.395		
59	281.730-32.256	197.395		
58	281.655-32.299	197.395		
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47	280.830-32.772	197.395		
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44	280.605-32.901	197.395		
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41	280.380-33.030	197.395		
40	280.305-33.073	197.395		
39	280.230-33.116	197.395		
38	280.155-33.159	197.395		
37	280.080-33.202	197.395		
36	279.955-33.245	197.395		
35	279.880-33.288	197.395		
34	279.805-33.331	197.395		
33	279.730-33.374	197.395		
32	279.655-33.417	197.395		
31	279.580-33.460	197.395		
30	279.505-33.503	197.395		
29	279.430-33.546	197.395		
28	279.355-33.589	197.395		
27	279.280-33.632	197.395		
26	279.205-33.675	197.395		
25	279.130-33.718	197.395		
24	279.055-33.761	197.395		
23	278.980-33.804	197.395		
22	278.905-33.847	197.395		
21	278.830-33.890	197.395		
20	278.755-33.933	197.395		
19	278.680-33.976	197.395		
18	278.605-34.019	197.395		
17	278.530-34.062	197.395		
16	278.455-34.105	197.395		
15	278.380-34.148	197.395		
14	278.305-34.191	197.395		
13	278.230-34.234	197.395		
12	278.155-34.277	197.395		
11	278.080-34.320	197.395		
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9	277.930-34.406	197.395		
8	277.855-34.449	197.395		
7	277.780-34.492	197.395		
6	277.705-34.535	197.395		
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4	277.555-34.621	197.395		
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	276.580-35.180	197.395		
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	275.680-35.696	197.395		
	275.605-35.739	197.395		
	275.530-35.782	197.395		
	275.455-35.825	197.395		
	275.380-35.868	197.395		
	275.305-35.911	197.395		
	275.230-35.954	197.395		
	275.155-35.997	197.395		
	275.080-36.040	197.395		
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	273.580-36.900	197.395		
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	273.430-36.986	197.395		
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	272.530-37.502	197.395		
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	272.380-37.588	197.395		
	272.305-37.631	197.395		
	272.230-37.674	197.395		
	272.155-37.717	197.395		
	272.080-37.760	197.395		
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	271.405-38.147	197.395		
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	268.030-40.082	197.395		
	267.955-40.125	197.395		
	267.880-40.168	197.395		
	267.805-40.211	197.395		
	267.730-40.254	197.395		
	267.655-40.297	197.395		
	267.580-40.340	197.395		
	267.505-40.383	197.395		
	267.430-40.426	197.395		
	267.355-40.469	197.395		
	267.280-40.512	197.395		
	267.205-40.555	197.395		
	267.130-40.598	197.395		
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	266.980-40.684	197.395		
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	265.780-41.372	197.395		



SURVEYING AND SPATIAL INFORMATION REGULATION 6121 - MGA CO-ORDINATES (COMBINED SCALE FACTOR 1,000 122 (HEMN))				
MARK	EASTING	NORTHING	ZONE	DATE
SSM 175505	191995.002	6235042.266	56 C	3
SSM 175506	191985.759	6235574.665	56 C	3
SSM 175507	191984.723	6235597.449	56 C	3

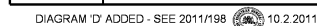
SCHEDULE OF SHORT & CURED BONDMATES				
S.No.	BEARING	CURED	ARC	RADIUS
90	322.92-207	9.68		
91	287.33-15.5	6.33		
92	265.33-15.5	5.5		
93	160.26-50.5	25.72		
94	193.99-40.7	9.57		
95	179.45-40.7	12.185		
96	160.26-50.5	24.5		
97	265.33-15.5	6.33		
98	287.33-15.5	9.68		
99	322.92-207	9.68		
100	322.92-207	9.68		
101	287.33-15.5	6.33		
102	265.33-15.5	5.5		
103	160.26-50.5	25.72		
104	193.99-40.7	9.57		
105	179.45-40.7	12.185		
106	160.26-50.5	24.5		
107	265.33-15.5	6.33		
108	287.33-15.5	9.68		
109	322.92-207	9.68		
110	322.92-207	9.68		
111	287.33-15.5	6.33		
112	265.33-15.5	5.5		
113	160.26-50.5	25.72		
114	193.99-40.7	9.57		
115	179.45-40.7	12.185		
116	160.26-50.5	24.5		
117	265.33-15.5	6.33		
118	287.33-15.5	9.68		
119	322.92-207	9.68		
120	322.92-207	9.68		
121	287.33-15.5	6.33		
122	265.33-15.5	5.5		
123	160.26-50.5	25.72		
124	193.99-40.7	9.57		
125	179.45-40.7	12.185		
126	249.12-207	20.6		
127	264.33-15.5	6.637		
128	265.33-15.5	6.637		
129	265.33-15.5	6.637		
130	65.47-95.5	12.735		
		10.915		
		4.9		
		42.5		

SSM CONNECTIONS

SSM 175505	SSM 175506
336°30'15" MGA	
223.964 MGA/GROUND	223.965 MEAS
SSM 175506	SSM 175507
353°12'33" MGA	353°12'36" OBS
150.824 MGA/GROUND	150.825 MEAS
SSM 175507	SSM 175508
163°12'55" MGA	163°13'00" OBS
370.964 MGA/GROUND	370.970 MEAS

Plan Sheet 2 of 4 sheets

Year	2013	2014	2015	2016	2017	2018	2019
1	394.00-20.00	44.00-55	6.395	11.25	10.6		
2	281.74-19.65	11.35	6.955	11.25			
3	159.23-20.00	54.87	598.3				
4	159.23-20.00	97.19					
5	85.24-25	66.85					
6	107.92-20.00	54.48	54.635	209			
7	67.14-25						
8	22.94-9	7.23					
9	22.94-9	65.41					
10	27.01-95.57	71.35	66.85	209.1			
11	30.00-00.00	71.35	54.6				
12	31.00-04.00	71.35	39.13	38.1			
13	28.14-25	26.45					
14	26.95-57.50	8.59					
15	33.44-55.00	84.21	84.315	486.4			
16	32.94-57.50	25.16					
17	44.57-65	8.085					
18	100.37-65	71.495					

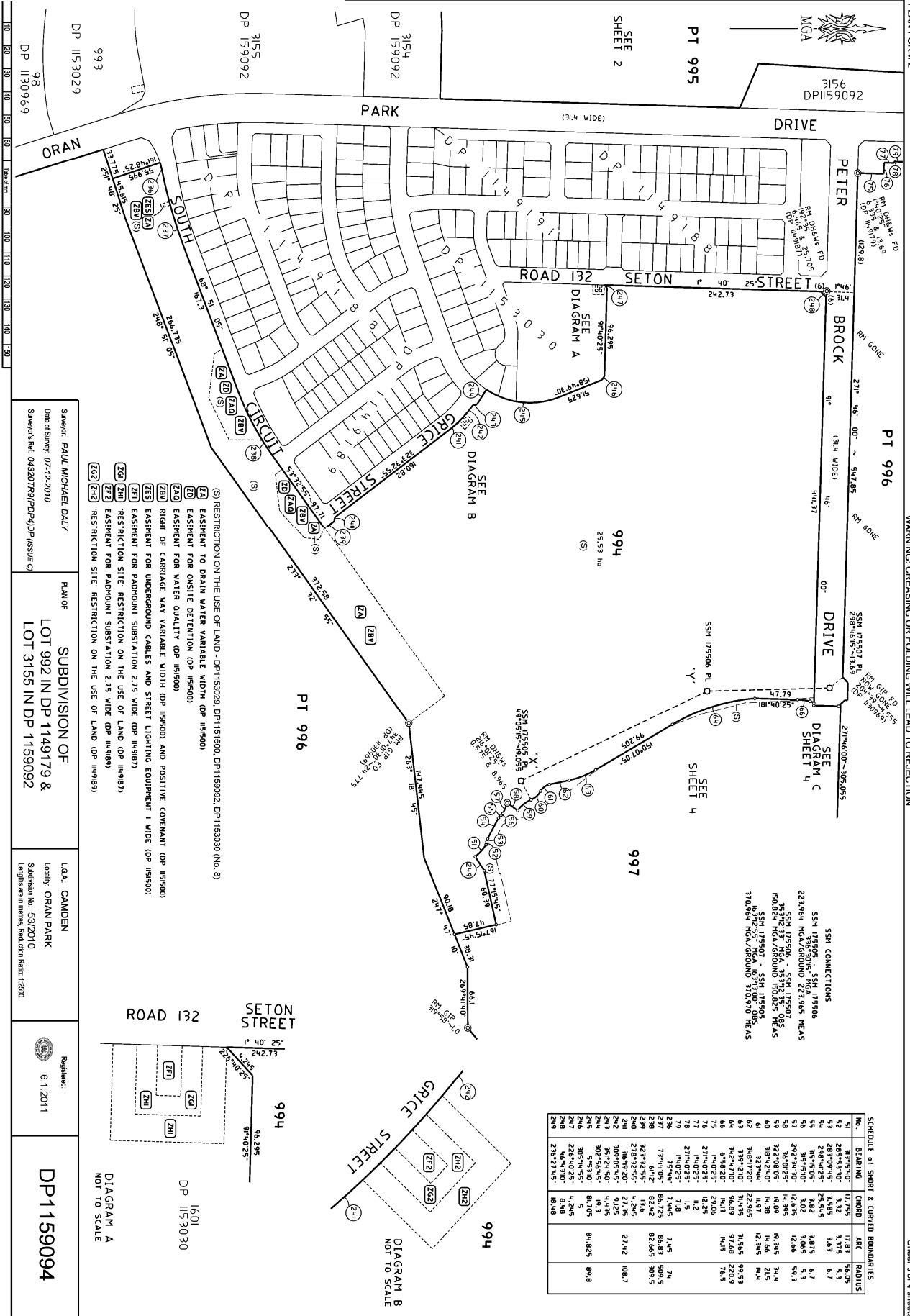


PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP1159094

ORAN Sheet 3 of 4 sheets



PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP1159094

Sheet 4 of 4 sheets



PETER BROCK DRIVE

SEE DIAGRAM C

PT 996

PT 996

SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	LENGTH	ARC	RADIUS
48	85°32'	123.97	134.24	586.8
49	86°15'	163.6	194.05	586.3
51	31°35'40"	17.755	17.83	56.05
52	285°43'30"	3.32	3.375	5.3
53	285°43'30"	3.32	3.375	5.3
54	285°43'30"	3.32	3.375	5.3
55	315°5'05"	3.82	3.875	6.7
56	315°5'05"	3.82	3.875	6.7
57	282°34'30"	12.695	12.66	59.3
58	282°34'30"	12.695	12.66	59.3
59	322°08'05"	19.09	19.345	21.5
60	318°42'40"	11.38	12.345	14.4
61	323°44'	11.97	12.345	14.4
62	323°44'	22.965	31.545	99.53
63	323°44'	22.965	31.545	99.53
64	342°47'10"	96.69	97.68	220.9
65	342°47'10"	96.69	97.68	220.9
66	342°47'10"	96.69	97.68	220.9
67	342°47'10"	96.69	97.68	220.9
68	342°47'10"	96.69	97.68	220.9
69	342°47'10"	96.69	97.68	220.9
70	342°47'10"	96.69	97.68	220.9
71	342°47'10"	96.69	97.68	220.9
72	342°47'10"	96.69	97.68	220.9
73	342°47'10"	96.69	97.68	220.9
74	226°47'10"	8.448	8.448	4.5

SEE SHEET 3

994

997

PT 996

PT 996

DIAGRAM C
NOT TO SCALE

PETER BROCK DRIVE

994

997

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

Surveyor: PAUL MICHAEL DALY
Date of Survey: 07-12-2010
Surveyor's Ref: 04320789(PDP4JP ISSUE C)

PLAN OF
SUBDIVISION OF
LOT 992 IN DP 1149179 &
LOT 3165 IN DP 1159092


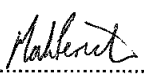

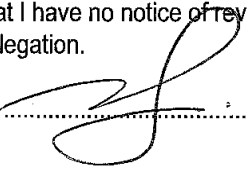

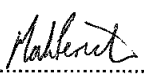

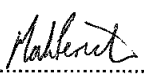

LGA: CAMDEN
Locality: ORAN PARK
Subdivision No: S322010
Lengths are in metres. Reduction Factor: 1.200



Regulator:
6.1.2011

DP1159094

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)														
<p>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.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :</p> <p>1. RESTRICTION ON THE USE OF LAND</p> <p style="text-align: center; margin-top: 20px;">Use PLAN FORM 6A for additional certificates, signatures, seals and statements</p>	<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin: 10px 0;">DP1159094</div> <hr/> <div style="display: flex; justify-content: space-between;"> <div>Registered: 6.1.2011</div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div> <div>Title System: TORRENS</div> <div>Purpose: SUBDIVISION</div> <hr/> <div style="text-align: center;"> PLAN OF SUBDIVISION OF LOT 992 IN DP 1149179 & LOT 3155 IN DP 1159092 </div> <hr/> <div> L.G.A.: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND </div> <hr/> <div style="text-align: center;"> Surveying Certificate I, <u>PAUL MICHAEL DALY</u> of <u>JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN</u> a surveyor registered under the 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: <u>07-12-2010</u> </div> <hr/> <div> The survey relates to <u>LOTS 994, 995 & 997 - PT LOT 996 COMPILED</u> (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey) </div> <hr/> <div> Signature: Surveyor registered under the Surveying and Spatial Information Act 2002 </div> <hr/> <div> Dated: <u>07-12-2010</u> </div> <hr/> <div> Datum Line: <u>'X'-'Y'</u> Type: <u>Urban/Rural</u> </div> <hr/> <div style="text-align: center;"> Plans used in the preparation of survey/compilation </div> <table style="width: 100%; border: none;"> <tr> <td>DP 1130969</td> <td>DP 1151500</td> </tr> <tr> <td>DP 1137245</td> <td>DP 1153029</td> </tr> <tr> <td>DP 1145623</td> <td>DP 1153030</td> </tr> <tr> <td>DP 1149179</td> <td>DP 1159092</td> </tr> <tr> <td>DP 1149187</td> <td></td> </tr> <tr> <td>DP 1149188</td> <td></td> </tr> <tr> <td>DP 1149191</td> <td></td> </tr> </table> <div style="text-align: center; font-size: x-small;">(if insufficient space use Plan Form 6A annexure sheet)</div> <hr/> <div style="text-align: center;"> SURVEYOR'S REFERENCE: 04320TR9(PDP4)DP (ISSUE C) </div>		DP 1130969	DP 1151500	DP 1137245	DP 1153029	DP 1145623	DP 1153030	DP 1149179	DP 1159092	DP 1149187		DP 1149188		DP 1149191	
DP 1130969	DP 1151500															
DP 1137245	DP 1153029															
DP 1145623	DP 1153030															
DP 1149179	DP 1159092															
DP 1149187																
DP 1149188																
DP 1149191																
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>Iin approving this plan certify <small>(Authorised Officer)</small> that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: Date: File Number: Office:</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>SUBDIVISION</u> set out herein <small>(insert "subdivision" or "new road")</small></p> <p style="text-align: center; margin-top: 20px;"></p> <p style="text-align: center;">* Authorised Person/General Manager/Accredited Certifier</p> <hr/> <p>Consent Authority: <u>CAMDEN COUNCIL</u> Date of Endorsement: <u>22 DEC 2010</u> Accreditation no: Subdivision Certificate no: <u>53/2010</u> File no: <u>DA1176/2010</u></p> <p style="font-size: x-small;">* Strike through inapplicable parts.</p>															

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						
<p>Signed by Leppington Pastoral Company Pty Ltd ACN 000420404</p> <table border="0"><tr><td>Signature: </td><td>Signature: </td></tr><tr><td>Print Name: Mark Perich</td><td>Print Name: Ralph Bruce</td></tr><tr><td>Office Held: PofA Book 4586 No. 836</td><td>Office Held: PofA Book 4586 Book 836 Regd 27/03/2010</td></tr></table> <p>Signed by me MATTHEW JOHN BEGGS as delegate of Landcom and I hereby declare that I have no notice of revocation of such delegation.</p> <p>Signature: </p> <p style="text-align: right;"></p>			Signature: 	Signature: 	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
Signature: 	Signature: 							
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							
SURVEYOR'S REFERENCE: 04320TR9(PDP4)DP (ISSUE C)								

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. **53/2010**

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: *[Signature]*

REGISTERED



6.1.2011

CMC

PLAN FORM 2

DP1169698

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

epin Sheet 1 of 4 sheets



SCHEDULE OF SHORT & CURVED BOUNDARIES	
No.	DISTANCE
1	100.44
2	80.47
3	80.47
4	78.36
5	106.315
6	106.005
7	62.09
8	56.67
9	56.67
10	78.86
11	98.435
12	39.54
13	20.33
14	18.7
15	20.94
16	68.37
17	79.205
18	15.785
19	51.36
20	60.235
21	59.545
22	70.775
23	171.2
24	64.845
25	64.845
26	61.12
27	70.515
28	83.905
29	20.17
30	43.515
31	52.2
32	402.285
33	402.17
34	402.17
35	40.76
36	12.225
37	40.815

SCHEDULE OF SHORT BOUNDARIES	
No.	BEARING
151	54.271.45
152	39.49.15
153	12.31.15
154	97.33.05

INSET COBBITTY ROAD BY DEDUCTION

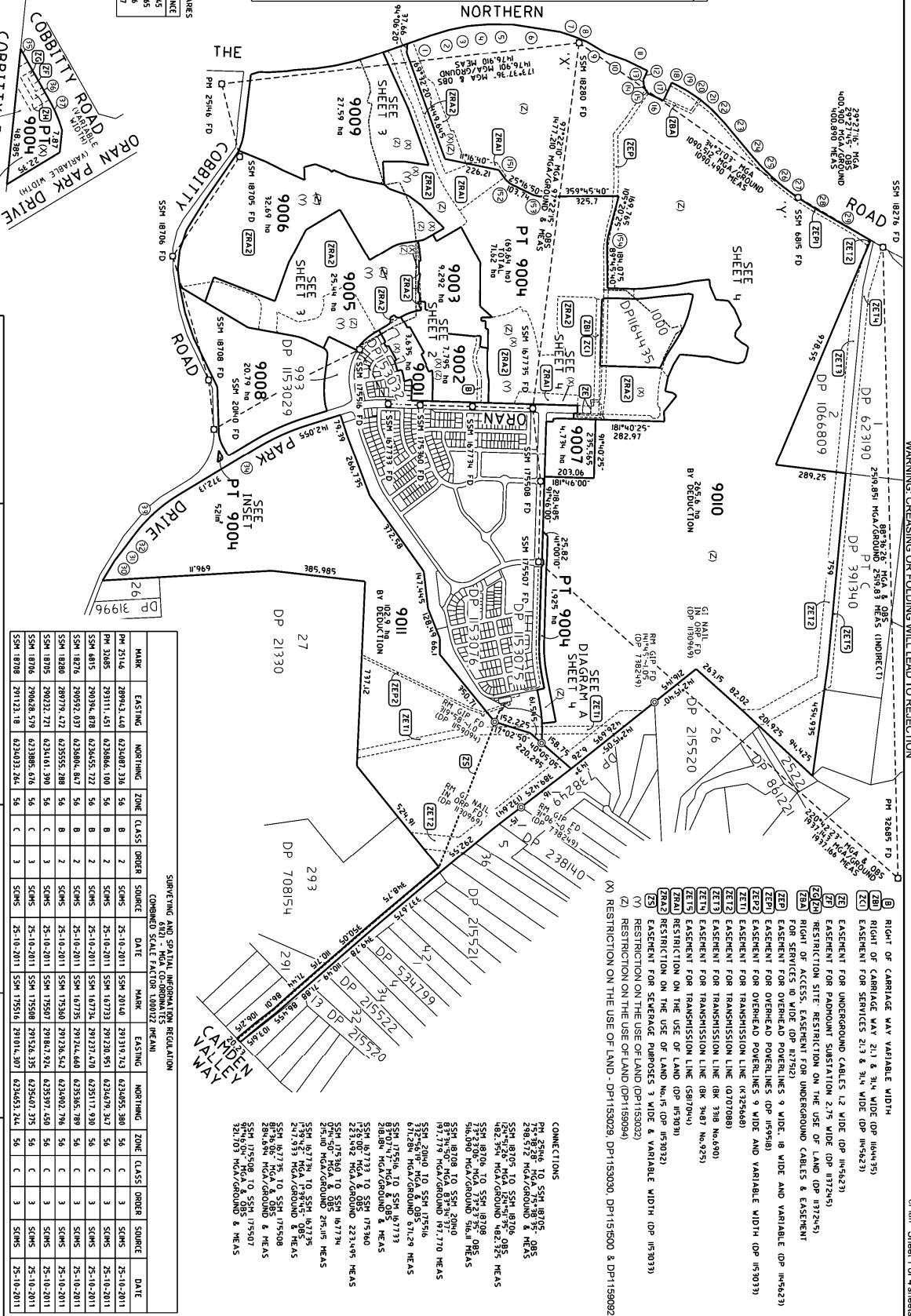
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Surveyor: PAUL MICHAEL DAILY
Date of Survey: 28-10-2017
Surveyor's Ref: 04320PDP5DP (ISSUE BY)

PLAN OF
LOTS 98 & 102 IN DP 1153099,
LOTS 3100 & 3154 IN DP 1153032,
LOT 3156 IN DP 1159092,
LOTS 998 & 999 IN DP 1164435

LG: CAMDEN
Locality: ORAN PARK
Subdivision No. 50 of 2011
Lengths are in metres. Reduction Date: 11/000

Regenerate:
22-12-2011
DP1169698



PLAN FORM 2

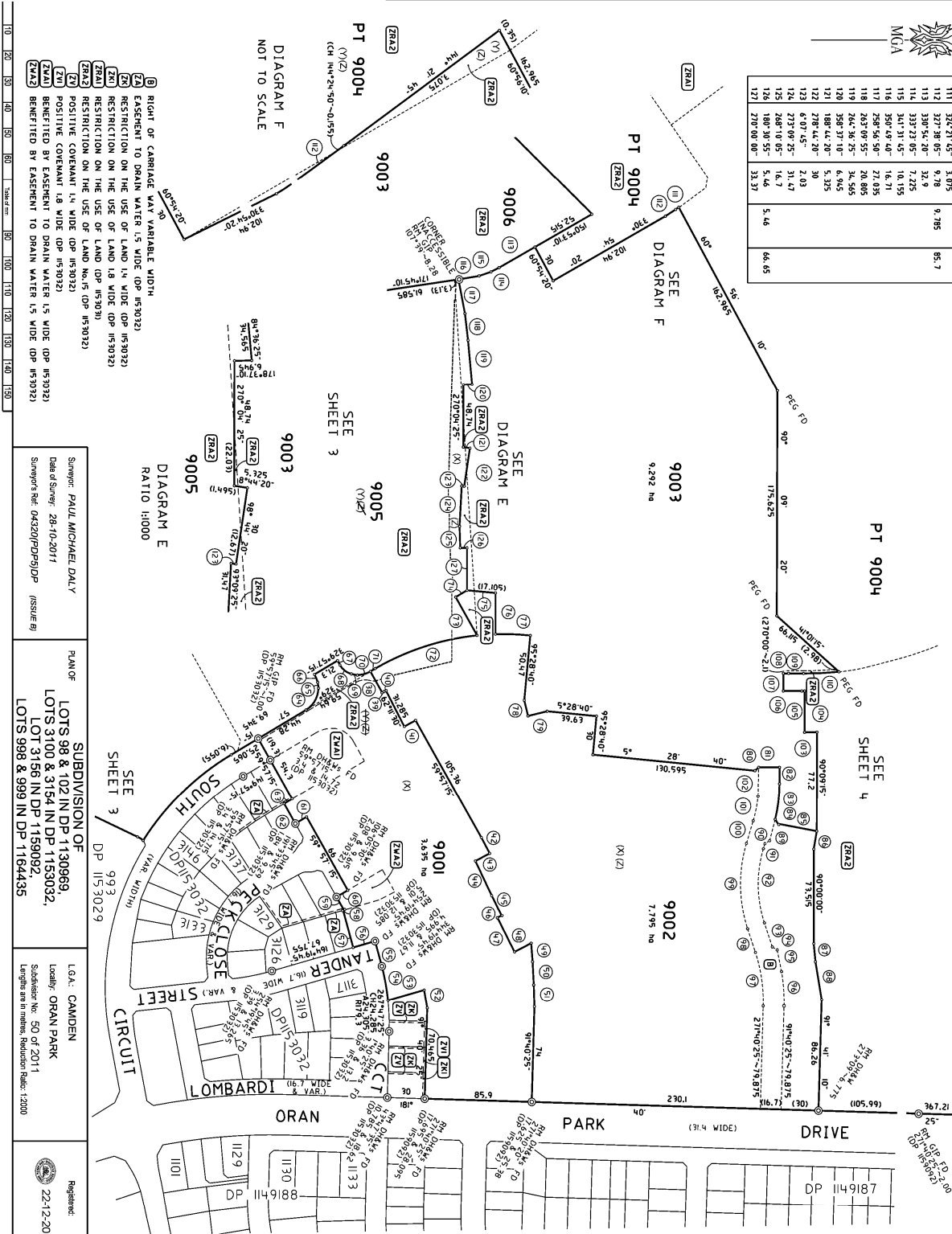
DP1169698

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

epin Sheet 2 of 4 sheets

SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	DISTANCE	ARC	RADIUS
110	177°23'50"	28.44	28.45	295.5
111	324°21'45"	3.075		
112	327°38'05"	9.78	9.785	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"	22.035		
118	263°09'55"	20.805		
119	264°36'25"	36.565		
120	358°37'10"	6.945		
121	188°44'20"	30		
122	278°44'20"	30		
123	6°07'45"	2.03		
124	273°09'25"	31.47		
125	288°10'05"	16.7		
126	300°30'55"	5.46		
127	270°00'00"	13.37		
		5.46	66.65	

- (Y) RESTRICTION ON THE USE OF LAND (DP1153022)
(Z) RESTRICTION ON THE USE OF LAND (DP1159094)
(X) RESTRICTION ON THE USE OF LAND (DP1153029 DP1153030 DP1155000 DP1159092)



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	DISTANCE	ARC	RADIUS
38	59°57'15"	13.3		
39	329°57'15"	1.5		
40	330°14'20"	1.895	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°51'05"	3.705		
47	62°51'10"	30.005		
48	52°21'05"	15.36		
49	80°11'40"	17.795		
50	259°52'25"	14.355		
51	164°19'45"	30.075		
52	259°34'15"	22.115		
53	259°19'45"	20.3		
54	164°19'45"	18.195		
55	254°19'45"	30		
56	344°19'45"	0.7		
57	239°57'15"	11.8		
58	329°57'15"	10.4		
59	164°57'15"	10.4		
60	329°57'15"	18		
61	239°57'15"	7.4		
62	239°57'15"	22.58		
63	329°57'15"	11.4		
64	295°11'15"	11.4		
65	257°40'25"	0.96		
66	247°26'20"	6.75		
67	59°57'15"	3.935		
68	371°2'30"	11.44		
69	352°12'30"	0.46		
70	352°12'30"	15.385		
71	352°12'30"	19.8		
72	329°57'15"	8.065		
73	239°57'15"	30.3		
74	329°57'15"	10.525		
75	57°09'55"	22.95		
76	90°00'00"	31.935		
77	27°07'25"	27.895		
78	16°04'25"	12.5		
79	164°43'25"	15.88		
80	137°48'55"	4.04		
81	0°09'15"	16.7		
82	90°09'15"	12.895		
83	97°04'00"	28.09		
84	57°30'45"	4.085		
85	10°30'45"	31.7		
86	99°56'45"	14.7		
87	64°19'30"	14.23		
88	80°28'55"	30		
89	104°53'40"	17.24		
90	144°46'50"	4.09		
91	107°04'55"	58.895		
92	89°11'20"	57.75		
93	30°54'20"	4.57		
94	30°54'20"	17.215		
95	85°53'15"	27.56		
96	251°19'40"	42.385		
97	251°19'40"	42.61		
98	251°19'40"	108.35		
99	289°11'20"	66.46		
100	289°11'20"	19.525		
101	289°11'20"	18.41		
102	277°23'45"	22.145		
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	181°50'15"	1.03		
109	180°00'20"	15.185		
		1.03	8	



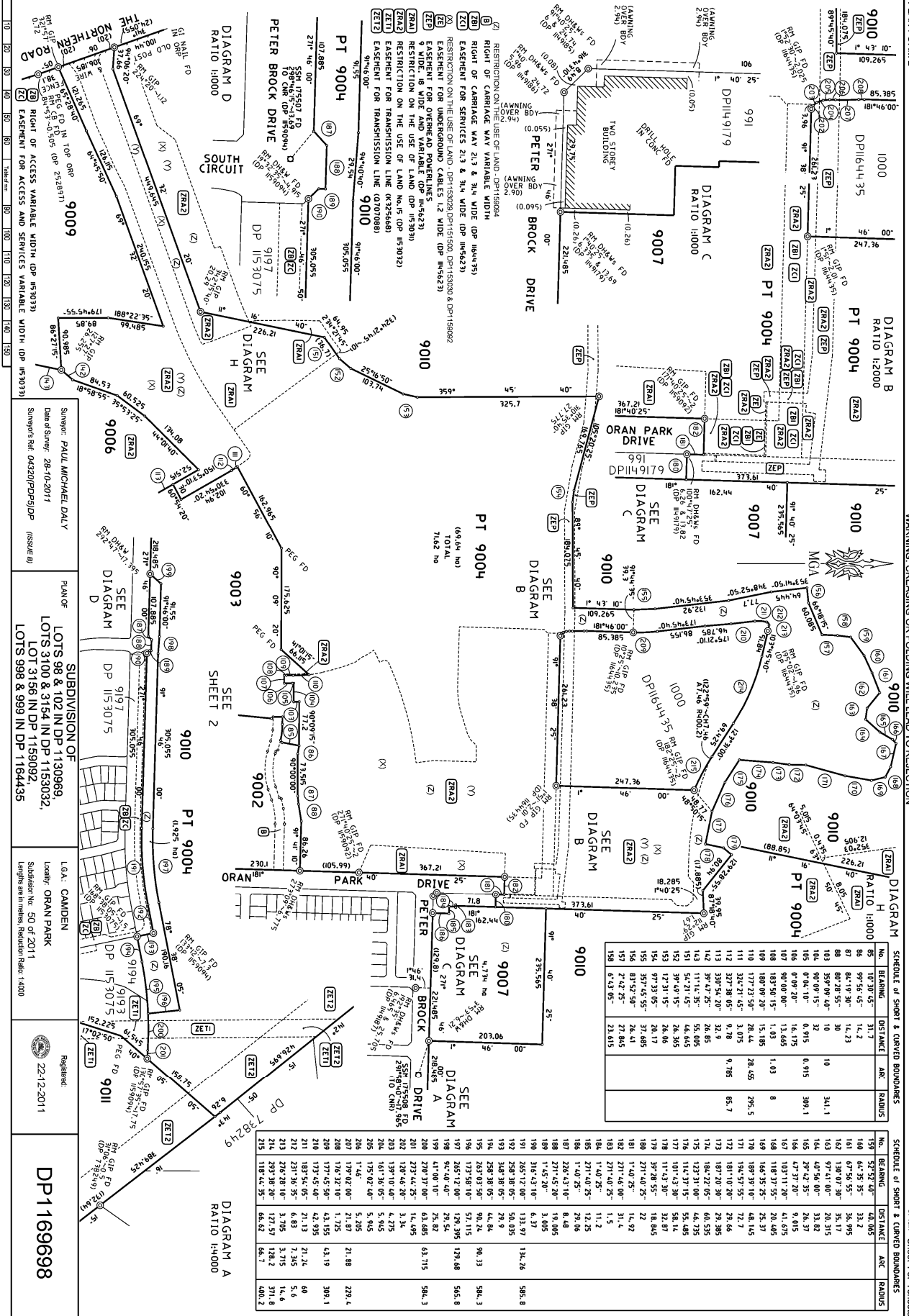
PLAN FORM 2

DP1169698


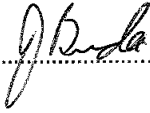

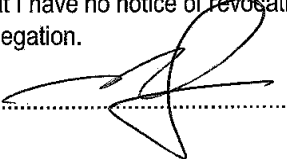
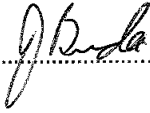

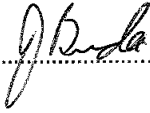

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



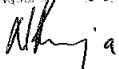
DIAGRAM A

Sheet 4 of 4 sheets



DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)																					
<p>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.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :</p> <ol style="list-style-type: none"> 1. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B) 2. RESTRICTION ON THE USE OF LAND 	<div style="text-align: center; font-size: 24pt; font-weight: bold;">DP1169698</div> <div style="text-align: right; font-size: 10pt;">Office Use Only</div>																						
<p>If space is insufficient use PLAN FORM 6A annexure sheet</p> <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I in approving this plan certify <small>(Authorised Officer)</small> that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: Date: File Number: Office:</p>	<p>Registered: 22-12-2011 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>																						
	<p>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</p>																						
	<p>L.G.A.: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND</p>																						
<p>Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>SUBDIVISION</u> set out herein <small>(insert 'subdivision' or 'new road')</small></p> <p style="text-align: center;"></p> <p>* Authorised Person/General Manager/Accredited Officer</p> <p>Consent Authority: <u>Camden Council</u> Date of Endorsement: <u>16th November 2011</u> Accreditation no: Subdivision Certificate no: <u>50 of 2011</u> File no: <u>DA1061/2011</u></p> <p><small>* Strike through inapplicable parts.</small></p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>PAUL MICHAEL DALY</u> of <u>JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELLTOWN</u> a surveyor registered under the 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: <u>28-10-2011</u></p> <p>The survey relates to <u>LOTS 9001 TO 9011</u> <u>PART LOTS 9010 & 9011 COMPILED</u> (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <p>Signature: Dated: <u>28-10-2011</u> <small>Surveyor registered under the Surveying and Spatial Information Act 2002</small></p> <p>Datum Line: <u>'X'-'Y'</u> Type: <u>Urban/Rural</u></p>																						
<p style="text-align: center;">Plans used in the preparation of survey/compilation</p> <table style="width:100%; border: none;"> <tr> <td>DP 109852</td> <td>DP 1149185</td> <td>DP 1159094</td> </tr> <tr> <td>DP 252897</td> <td>DP 1149186</td> <td>DP 1164435</td> </tr> <tr> <td>DP 738249</td> <td>DP 1149187</td> <td>R23145-1603</td> </tr> <tr> <td>DP 1130969</td> <td>DP 1151500</td> <td></td> </tr> <tr> <td>DP 1133602</td> <td>DP 1153032</td> <td></td> </tr> <tr> <td>DP 1149179</td> <td>DP 1153075</td> <td></td> </tr> <tr> <td>DP 1149182</td> <td>DP 1159092</td> <td></td> </tr> </table> <p>If space is insufficient use PLAN FORM 6A annexure sheet</p>	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		<p>Surveyor's Reference: <u>04320(PDP5)DP</u> (ISSUE A)</p>	
DP 109852	DP 1149185	DP 1159094																					
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DP 1130969	DP 1151500																						
DP 1133602	DP 1153032																						
DP 1149179	DP 1153075																						
DP 1149182	DP 1159092																						

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)						
PLAN OF SUBDIVISION OF LOTS 98 & 102 IN DP 1130969, LOTS 3100 & 3154 IN DP 1153032, LOT 3156 IN DP 1159092, LOTS 998 & 999 IN DP 1164435	Office Use Only DP1169698							
	Registered:  22-12-2011 Office Use Only							
Subdivision Certificate No: 50 of 2011		Date of Endorsement: 16 th November 2011						
<p>Signed by Leppington Pastoral Company Pty Ltd ACN 000420404</p> <table border="0"><tr><td>Signature: </td><td>Signature: </td></tr><tr><td>Print Name: JOE BUDA FOR LEPPINGTON PASTORAL COMPANY P of A: Book 4586 No. 836 Reg'd: 23rd March 2010</td><td>Print Name: Ralph Bruce for Leppington Pastoral Company P of A: Book 4586 No. 836 Reg'd: 23rd Mar 2010</td></tr><tr><td>Office Held</td><td>Office Held</td></tr></table> <p>Signed by me MATTHEW BEGG'S as delegate of Landcom and I hereby declare that I have no notice of revocation of such delegation.</p> <p>Signature: </p>			Signature: 	Signature: 	Print Name: JOE BUDA FOR LEPPINGTON PASTORAL COMPANY P of A: Book 4586 No. 836 Reg'd: 23 rd March 2010	Print Name: Ralph Bruce for Leppington Pastoral Company P of A: Book 4586 No. 836 Reg'd: 23 rd Mar 2010	Office Held	Office Held
Signature: 	Signature: 							
Print Name: JOE BUDA FOR LEPPINGTON PASTORAL COMPANY P of A: Book 4586 No. 836 Reg'd: 23 rd March 2010	Print Name: Ralph Bruce for Leppington Pastoral Company P of A: Book 4586 No. 836 Reg'd: 23 rd Mar 2010							
Office Held	Office Held							
Surveyor's Reference: 04320(PDP5)DP (ISSUE A)								

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
PLAN OF SUBDIVISION OF LOTS 98 & 102 IN DP 1130969, LOTS 3100 & 3154 IN DP 1153032, LOT 3156 IN DP 1159092, LOTS 998 & 999 IN DP 1164435	Office Use Only DP1169698	
	Registered:  22-12-2011 Office Use Only	
Subdivision Certificate No: 50 of 2011		Date of Endorsement: 16 th November 2011
<p> Westpac Banking Corporation ABN 33 007 457 141 Under Power of Attorney Book 4299 No. 332 By: <u>RUMANA HABIB</u> 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 <u>21/11/2011</u> in my presence. Signature of Witness:  Name of Witness: NIVI PUNJA Address of Witness: BANK OFFICER NSW SERVICE CENTRE 1 KING ST. CONCORD WEST</p>		
Surveyor's Reference: 04320(PDP5)DP (ISSUE A)		

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

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 BENEFITTING 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

.....*J.D. Swan*.....
General Manager/Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

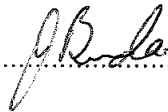
Plan: **DP1169698**

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:



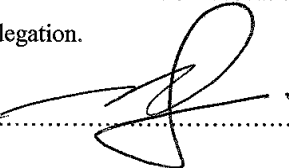
Print Name:

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

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

APPLICANT: Focus Conveyancing
5 Barford Way
Harrington Park
New South Wales 2567

Certificate number: 20232305
Reference number: 1227957
Certificate issue date: 18/02/2025
Certificate fee: \$69.00
Applicant's reference: Ochoa 253223
Property number: 1175382
Applicant's email: property@focusconveyancing.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 1119 DP: 1217147
Address: **18 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 – complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

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

Sewer Service Diagram

Application Number: 8004107774

SEWER SERVICE DIAGRAM					
Lot No <u>1119</u>	DP No <u>1217147</u>	House No <u>18</u>	Street <u>Rodwell Street</u>		
Suburb Of <u>Oran Park</u>			LGA		
Licence No <u>133463C</u>			Scale <u>1:200</u>	SSD	
Signature <u>S. Woolly</u>			Now /CoC No	Date	

Boundary Trap Inspection Shaft Inspection Opening Gully FW Vertical Junction Sloped Junction On back Junction	AAV Air Admittance Valve H Basin Bth. Bath Waste Bid Bidet CO Clean Out FW Floor waste Gully Shr Shower S Sink (kitchen)	BS Sink (bar) (L) Trough Laundry W/C Water Closet Vert Vertical Pipe WS Waste Stack SVP Sewer Vent Pipe V Vent Pipe IPMF Indirect Pipe Micro Flap	Ctr Chamber Pit Pit G Grease Interceptor PU Pump Unit OTS Onsite Treatment System RV Reflux Valve X Sealed Capped Point Prov Provisional (future) drain point
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NOTE Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements. © State of New South Wales through NSW Fair Trading May 2012

Lot 1119.

Rodwell St

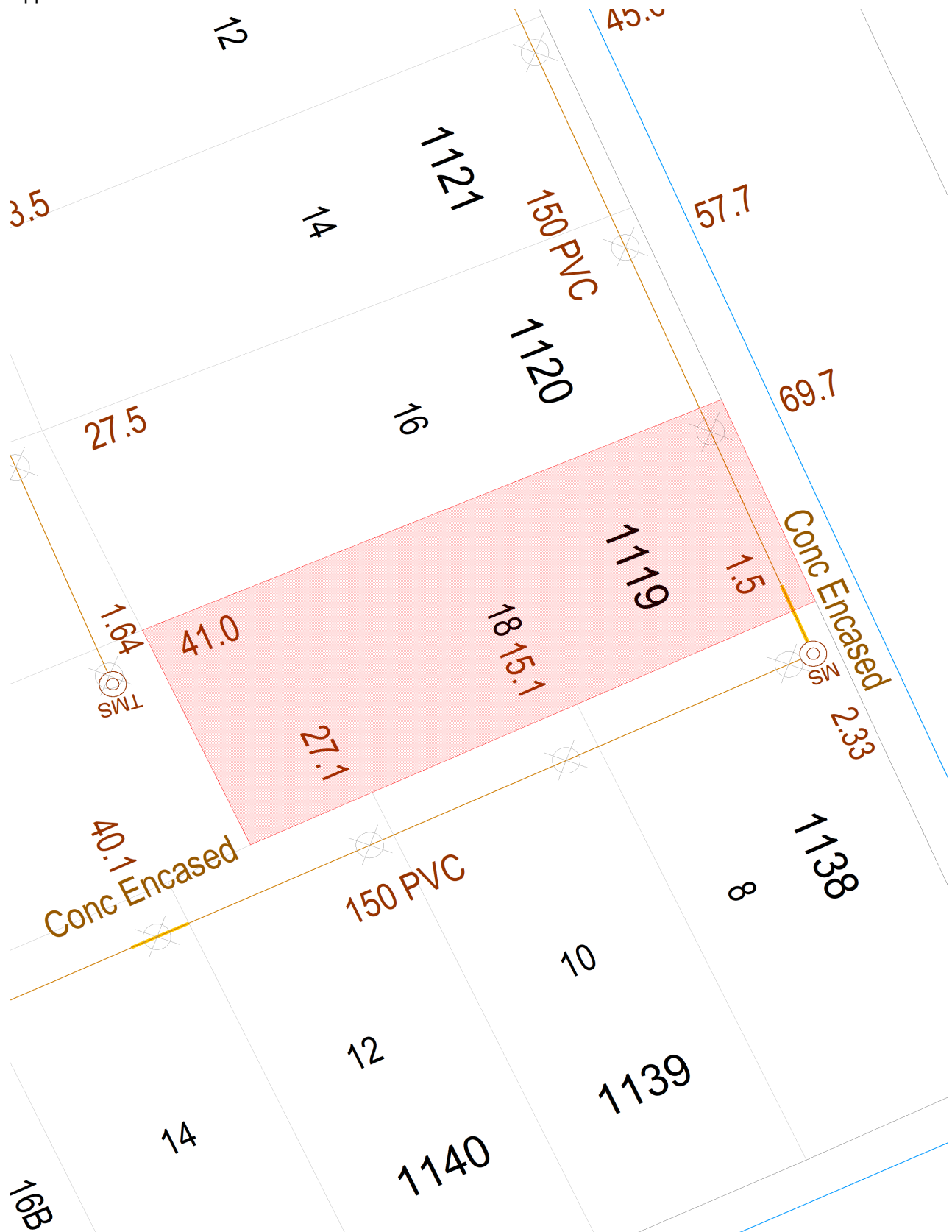
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Disclaimer

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**.

Service Location Print

Application Number: 8004107775



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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**.



camden
council

27 June 2019

Mr J D Ochoa
c/- Nu Era Homes
76 John St
CAMDEN NSW 2570

DA No: 2018/581/1

CC No: 2018/581/1

FINAL OCCUPATION CERTIFICATE No. 2018/581/1

Environmental Planning And Assessment Act, 1979

PROPERTY:	18 Rodwell Road ORAN PARK LOT: 1119 DP: 1217147
DESCRIPTION OF THE BUILDING OR PART OF BUILDING:	New Dwelling - Two Storey
CLASSIFICATION (BCA):	1A
OWNER:	Mr J D Ochoa

DECISION OF THE CERTIFYING AUTHORITY:

An occupation certificate allows a person to occupy and use a new building or change the use of an existing building.

 70 Central Ave.
Oran Park NSW 2570

 mail@camden.nsw.gov.au

 PO Box 183, Camden 2570

 camden.nsw.gov.au

 4654 7777

 www.facebook.com/camdencouncil

 ABN: 31 117 341 764

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	352a6ddf
Property Address:	18 RODWELL ROAD ORAN PARK
Date of Registration:	11 June 2020
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	IN GROUND

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	352a6ddf
Property Address:	18 RODWELL ROAD ORAN PARK
Expiry Date:	21 October 2025
Issuing Authority:	Camden Council

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use