

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	Simon Property Co Shop G2n 351 Oran Park Dr	<b>phone:</b> (02) 4602 2000 <b>email:</b> Michael@simonpropertyco.au <b>ref:</b> Michaels Betts
<b>co-agent</b>	Oran Park Podium, Oran Park NSW 2570	
<b>vendor</b>	Alberto Jose Espino and Kateryna Espino 27 Ambrose Street Oran Park NSW	
<b>vendor's solicitor</b>	Espino Law PO Box 836, Narellan NSW 2567	<b>phone:</b> 1300 377 466 <b>email:</b> info@espinolaw.com.au <b>ref:</b> 250589
<b>date for completion</b>	additional condition 54	(clause 15)
<b>land (address, plan details and title reference)</b>	27 Ambrose Street Oran Park NSW 2570 LOT 3501 DEPOSITED PLAN 1176627 Folio Identifier 3501/1176627	
<b>improvements</b>	<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:	
<b>attached copies</b>	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

<b>inclusions</b>	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" 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 checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other: microwave, garage door opener, rainwater tank, alarm, cctv, intercom doorbell, spa.
<b>exclusions</b>	
<b>purchaser</b>	
<b>purchaser's solicitor</b>	
<b>price</b>	
<b>deposit</b>	
<b>balance</b>	_____ (10% of the price, unless otherwise stated)
<b>contract date</b>	_____ (if not stated, the date this contract was made)

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

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

**buyer's agent**

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

## SIGNING PAGE

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

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

PEXA

**Manual transaction** (clause 30)☐ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

(GST residential withholding payment)

details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<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 checked="" type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input checked="" type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <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	

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



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

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

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

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

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

## **3 Deposit-bond**

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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



### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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



**32 Residential off the plan contract**

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

27 AMBROSE ST ORAN PARK NSW 2570

## SECTION 66W CERTIFICATE

I,  
of \_\_\_\_\_,  
certify as follows:

1. I am a \_\_\_\_\_ currently admitted to  
practise in New South Wales.
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 27 Ambrose Street, Oran Park NSW 2570, from  
**Alberto Jose Espino and Kateryna Espino**  
to \_\_\_\_\_  
in order that there is no cooling off period in  
relation to that Contract.
3. I do not act for **Alberto Jose Espino and Kateryna Espino** and am not employed in the legal  
practice of a solicitor acting for **Alberto Jose Espino and Kateryna Espino** nor am I a member or  
employee of a firm of which a Solicitor acting for **Alberto Jose Espino and Kateryna Espino** 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, i.e. that there is no cooling off period  
in relation to the Contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

### Additional conditions

**These are additional conditions to the printed conditions in the Contract for the Sale and Purchase of Land 2022 edition** and in the event of any inconsistency between the printed conditions and these additional conditions, these additional conditions will apply.

#### 33. Attachment of documents

Attached hereto are the documents itemised below. The purchaser shall not make any requisition, objection or claim for compensation nor have any right of rescission in relation to any matters disclosed therein:

- 33.1 Deposited Plan 1176627;
- 33.2 Deposited Plan 1130969;
- 33.3 Deposited Plan 1153029;
- 33.4 Deposited Plan 1151500;
- 33.5 Deposited Plan 1153030;
- 33.6 Deposited Plan 1159092;
- 33.7 Deposited Plan 1153032;
- 33.8 Deposited Plan 1159094;
- 33.9 Deposited Plan 1161640;
- 33.10 88B: Deposited Plan 1130969;
- 33.11 88B: Deposited Plan 1153029;
- 33.12 88B: Deposited Plan 1151500;
- 33.13 88B: Deposited Plan 1153030;
- 33.14 88B: Deposited Plan 1159092;
- 33.15 88B: Deposited Plan 1153032;
- 33.16 88B: Deposited Plan 1159094;
- 33.17 88B: Deposited Plan 1161640;
- 33.18 88B: Deposited Plan 1176627;
- 33.19 Section 10.7 (2) Certificate;
- 33.20 Sydney Water: Service Location Print;
- 33.21 Sydney Water: Sewer Service Diagram;
- 33.22 Plans;
- 33.23 FRCGW Clearance Certificates for both vendors;
- 33.24 Spa Registration Certificate;
- 33.25 Spa Compliance Certificate;
- 33.26 Land tax clearance certificate; and
- 33.27 Final Occupation Certificate.

#### 34. Amendments to printed conditions

Amendments to printed form of Contract for the Sale of Land - 2022 edition:

For every purpose of this Contract the terms of clauses 1 to 32 as printed on pages 8 to 21 inclusive of the form of Contract to which these clauses are annexed will be deemed to be amended as follows.

- 34.1** Clause 1 is amended so that for the purposes of the definition of *settlement cheque* the words “a building society or a credit union” is deleted from the definition of *bank*.
- 34.2** Clause 2.9 is amended to insert the following words at the end “In the event of the Vendors’ Solicitor being the *depositholder* and required to invest such deposit it is agreed by the parties that the depositholder shall be entitled to charge their reasonable costs and disbursements of and incidental to investing such deposit at the rate of \$550.00 (incl GST) and deduct same from any interest earned on the deposit.”
- 34.3** Clause 4.5 is amended by replacing the words ‘7 days’ with the words ‘14 days’..
- 34.4** Clause 7 is amended as follows:
  - 34.4.1** Clause 7.1 is amended after the word “claims” where first appearing by inserting “(irrespective of the amount of the claims)”.
  - 34.4.2** Clause 7.1.1 is deleted.
- 34.5** Clause 8.1 is deleted in its entirety and in lieu the following clause is inserted:
  - 34.5.1** 8.1 The Vendor can rescind if:
    - 8.1.1 the Vendor is unable or unwilling to comply with a *requisition* or claim; and
    - 8.1.2 the Vendor *serves* a notice of intention to *rescind* which specifies the *requisition* or claim; and
    - 8.1.3 the Purchaser does not *serve* a notice waiving the *requisition* or claim *within* 14 days after that *service*.
- 34.6** Clause 10.1.9 – delete the words “the substance of” and insert ‘the existence of’
- 34.7** Clause 10 is amended to insert the following:

- 34.7.1** 10.4 For the purposes of printed clause 10 the Vendor discloses all of the material appearing in the copy documents attached to this Contract whether specified on page 2 or in additional condition 1 or not.
- 34.7.2** 10.5 If at the time of completion there is lodged for registration but not yet registered or there is noted on any certificate of title in respect of the property or any part thereof any mortgage, writ or caveat, the Purchaser will if so required by the Vendor accept a discharge or withdrawal of the dealing so far as the same relates to the property provided that such discharge or withdrawal is duly executed and in registrable form and the registration fees payable are allowed by the Vendor to the Purchaser on completion.
- 34.8** Clause 11.2 is deleted.
- 34.9** Clause 14.4.2 is amended by deleting the words "the person who owned the land owned no other land"
- 34.10** Clause 15 is deleted and in lieu the following clause is inserted:
- 34.10.1** 15.1 In the event of either *party* failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete at a time before 4.00pm *within* 14 days from the date of service of the notice, and this 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.
- 34.10.2** 15.2 The Vendor will not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and will be entitled to serve a notice to complete on the Purchaser notwithstanding that, at the time or at any time after such notice is issued, there is a charge on the property for any rate, tax or outgoing.
- 34.11** Clause 18.7 is amended by deleting the words "none is payable" and in lieu inserting the words "market rent determined by the selling agent or a real estate agent nominated by the vendor".
- 34.12** Clause 23 is amended as follows:
- 34.12.1** Clauses 23.6, 23.7, 23.9 and 23.14 are deleted; and
- 34.12.2** Clause 23.13 is amended by deleting the word 'vendor' and in lieu inserting the word 'purchaser' to read that 'the purchaser must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date of completion'.
- 34.13** Clauses 28 and 29 are deleted.

### **35. Caveat**

Whilst the vendor is not in default of their obligations under this contract, the purchaser shall not lodge a caveat on the title of the property prior to completion. This is an essential term of this contract and any contravention will constitute a breach upon which the provisions of clause 9 shall take effect.

### **36. Death or 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 either 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.

### **37. Liquidation or bankruptcy**

**37.1** If the Purchaser, being a corporation:

- 37.1.1** goes into liquidation or provisional liquidation; or
- 37.1.2** has a receiver or receiver and manager appointed to it or any of its assets; or
- 37.1.3** makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or
- 37.1.4** stops payment or is unable to pay its debts within the meaning of the Corporations Law; or
- 37.1.5** if any order is made or a resolution is effectively passed for the winding up of the Purchaser,

then it is in breach of an essential obligation of this contract, and the Vendor may terminate this contract by service of notice, in which event the provisions of clause 9 shall prevail.

**37.2** If the Purchaser is a natural person, the Purchaser warrants to the Vendor that:

- 37.2.1** he or she is not an undischarged bankrupt;

- 37.2.2** he or she has not entered into a deed of arrangement or called a meeting of creditors under Part X of the Bankruptcy Act 1966; and
- 37.2.3** he or she has not committed an act of bankruptcy.

### **38. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property including any improvements and inclusions:

- 38.1** In its present condition and state of repair;
- 38.2** Subject to all defects latent and patent;
- 38.3** Subject to any infestations and dilapidation;
- 38.4** Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property including any rainwater downpipe being connected to the sewer;
- 38.5** Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
- 38.6** Subject to any dangerous or hazardous materials including asbestos, chemicals, hazardous substances, pollutants, contamination or other environmental hazards in or upon the property;

For this purpose the purchaser is relying solely upon the Purchaser's own knowledge inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor and the Purchaser shall not call upon the Vendor to carry out any repairs or work whatsoever in relation to the property, improvements and/or inclusions.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation or require the vendor to apply for any certificate or approval arising out of any of the matters covered by this clause and must take title subject to any such matters.

### **39. Late completion**

- 39.1** In the event that completion is not effected on the nominated day for settlement or such later date when the Vendor is in a position to complete, and provided such delay is not due to the default of the Vendor, then (in addition to all other remedies available to the Vendor) the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until the actual day of completion, both dates inclusive; and
- 39.2** notwithstanding the clauses relating to the investment of the deposit all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone; and
- 39.3** any interest for late completion above shall be a liquidated debt and shall immediately be recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to the enforcement and collection of payment and shall be payable by the Purchaser to the Vendor upon completion should the Vendor so require.
- 39.4** If completion does not occur on or before the date for completion as a result of any breach or default of the Purchaser, the Vendor, if ready, willing and able to complete on the date for completion or at a later date, is entitled to recover from the Purchaser in addition to all and any rights and claims, as liquidated damages payable on completion the sum of \$550.00 (incl GST) to cover legal costs incurred as a consequence of a notice to complete being served upon the Purchaser, and this sum is agreed as a pre-estimate of those legal expenses, and same is agreed to be allowed upon completion by the Purchaser and this clause is acknowledged by the Purchaser as an essential term of this Agreement.

### **40. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through 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 they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers 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, notwithstanding completion.

### **41. FIRB**

The Purchaser warrants to the Vendor that:

- 41.1** if the Purchaser is a natural person it is ordinarily resident in Australia or if the Purchaser is a corporation there is no substantial foreign interest in the Purchaser; and
- 41.2** whether the Purchaser is a natural person or a corporation, the acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975

("Act") and is not examinable by the Commonwealth Treasurer or Foreign Investment Review Board ("FIRB").

If the Purchaser breaches this warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This clause shall not merge on completion.

**42. Smoke alarms**

The property has smoke alarms installed.

**43. Swimming pool**

**43.1** The Vendor does not warrant that any swimming pool or spa on the property complies with the requirements imposed by the Swimming Pools Amendment Act 2012 and the regulations prescribed under that Act.

**43.2** A certificate is annexed to this Contract in accordance with the Conveyancing (Sale of Land) Regulation 2022.

**43.3** If the certificate is a Certificate of Non-Compliance, the Purchaser confirms that it will, within 90 days of completion of this contract and at its own costs, rectify the non-compliance issues and obtain a Certificate of Compliance. The Vendor shall not be required to carry out any work in respect of the noncompliance nor shall the purchaser be entitled to require the vendor to obtain a Compliance Certificate.

**43.4** The Purchaser shall be responsible for the compliance of any notice or order issued by the Local Council or any other authority under the Swimming Pools Act or regulations irrespective of whether such notice or order is issued before or after the date of this contract. In the event that the local authority issues an upgrade order or work order under s23 and/or s23A of the Swimming Pools Act 1992 after the date of this contract, the Purchaser will at its own costs, comply with such orders to the satisfaction of the local authority.

**43.5** The Purchaser agrees to indemnify and compensate the Vendor in respect of any loss, damaged, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of the matters disclosed in this clause. This indemnity shall not merge on completion.

**43.6** The Purchaser shall make no objection, requisition, claim against the vendor, delay completion, rescind or terminate this contract in respect of any non-compliance with the requirements imposed by the Swimming Pools Amendment Act 2012 and the regulations prescribed under that Act. The Purchaser cannot object because of any matter arising either directly or indirectly from the matters disclosed in this Special Condition.

**43.7** Additional condition 43 does not merge on Completion.

**44. Entire contract**

The Purchaser acknowledges that he does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written Contract provided further if there shall be any additional amendment to the terms and conditions of this Contract after the date hereof the same shall only be binding if acknowledged in writing by the party (or his Solicitor) to be bound thereby.

**45. Severability**

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

**46. Rescission by vendor**

Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in clause 1(d) of Schedule 2 of the Conveyancing (Sale of Land) Regulation 2022, the Vendor shall also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his notice of rescission.

**47. Deposit**

**47.1** Although a full 10% deposit is payable by the purchaser, the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange being \$\_\_\_\_\_. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof. If the Vendor shall permit the Purchaser to pay the 10% deposit in instalments, which is to be further agreed in writing by the Vendor, then the Purchaser agrees to pay same as follows:

(a) \$\_\_\_\_\_ 0.25% of the purchase price as at the date of this Contract; and

- (b) \$ \_\_\_\_\_ a total of 5% prior to expiry of the cooling off period (if applicable to this contract) stipulated in this Contract; {DELETE IF NOT APPLICABLE} and
- (c) \$ \_\_\_\_\_ balance of total of 10% deposit by bank cheque on the date for completion stipulated in this Contract or upon earlier termination by the Vendor or completion of this Contract, whichever shall first occur, and which date is hereinafter the "the balance deposit due date".

**47.2** The Vendor shall not be obliged to complete the sale of the property unless the amount of unpaid deposit is paid by bank cheque as aforesaid.

**47.3** Any interest earned on the investment of the deposit shall be paid to the Vendor.

**47.4** In the event that the Purchaser shall fail to pay any amount of deposit, whether instalment or otherwise, then the Purchaser is in default and agrees that the amount of unpaid deposit being the amount which is the equivalent of 10% of the purchase price shall be a liquidated debt due by the Purchaser to the Vendor and that the Vendor shall be able to recover the amount of balance unpaid deposit in any Court of competent jurisdiction together with:

- (a) The Vendor's legal costs and disbursements on an indemnity basis; plus
- (b) Interest at 10% calculated on the amount of unpaid deposit from the balance deposit due date until the date that the balance deposit is paid by the Purchaser to the Vendor.

**48. Release of deposit for payment of a deposit and transfer duty**

The purchaser agrees and acknowledges that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or transfer duty on any piece of real estate that the vendors negotiate to purchase between the date of this contract and the Date for completion or the date of actual completion if settlement occurs after the Date for completion for payment of same to a real estate agent's trust account or solicitor's trust account for such purchase and which deposit shall not be further released without the express written consent of the purchaser or their solicitor.

**49. Guarantee for corporate purchaser**

**49.1** In consideration of the vendor contracting with the corporate purchaser \_\_\_\_\_  
 \_\_\_\_\_ ACN \_\_\_\_\_,  
 \_\_\_\_\_ and \_\_\_\_\_ of  
 \_\_\_\_\_ (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.

**49.2** The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

**49.3** The obligations of the guarantor under this clause are essential and will continue after completion.

**49.4** It is an essential term of this contract for the benefit of the Vendor that the guarantor signs this contract and if the guarantor does not sign this contract the Vendor may treat same as breach of an essential provision of this contract by the Purchaser.

**SIGNED by**

)

the guarantors in the presence of:

)

x

Signature – Guarantor

Print name and address:

Signature of Witness

x

Signature – Guarantor

Print name and address:

Print Name and address of Witness

**51. Disclosure of Unapproved Works**

The vendor discloses to the purchaser that the vendor believes that the construction of decking, the extension of retaining wall, the installation of the spa, the laying of a concrete slab near the front of the Property and the fencing (together, “the Works”) have been carried out at the property without the approval of the responsible council. The purchaser acknowledges they are aware of the existence of the Works and that the council, or any other competent authority may not have approved them. The purchaser warrants to the vendor that the purchaser 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 purchaser 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.

**50. Solar panels**

The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, then the parties agree as follows:

- 50.1** Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- 50.2** The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- 50.3** The vendor make no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

**52. No Objection to Area Discrepancy**

The Purchaser hereby acknowledges that the Vendor or its agent has estimated the area of the property sold from the area and measurements shown on the registered title plan attached to this contract. Notwithstanding any other condition in this contract the Purchaser hereby acknowledges it has satisfied itself by survey or otherwise prior to the date hereof the area and measurements of the property sold and will raise no objection, requisition or claim of any kind in respect to any discrepancy in relation to the area or measurements of any of the lots included in the sale and whether or not such area or measurements differ in any respect from that shown in any of the plans annexed to the contract (including whether or not any



area or measurement is substantially less or more than that shown on any plan annexed to this contract and whether or not any such area includes or excludes any road).

### **53. Conditions of sale by auction**

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

- 52.1** The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
- 52.2** A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
- 52.3** The highest bidder is the purchaser, subject to any reserve price;
- 52.4** In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
- 52.5** The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
- 52.6** A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
- 52.7** A bid cannot be made or accepted after the fall of the hammer;
- 52.8** As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

The following conditions, in addition to those prescribed above, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- 52.9** All bidders must be registered in the bidders record and display an identifying number when making a bid;
- 52.10** Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
- 52.11** Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
- 52.12** The following conditions, in addition to those prescribed above are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- 52.13** More than one vendor bid may be made to purchase interest of a co-owner;
- 52.14** A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- 52.15** 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;
- 52.16** Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co owner, executor or administrator.

### **54. Completion date**

- 54.1** The completion date for this contract is the *earlier* of the following:
  - (i) One hundred and twenty six (126) days from the date of this Contract; or
  - (ii) A date nominated by the Vendor in writing to the Purchaser, provided that such notice is given at least fourteen (14) days prior to the nominated completion date.
- 54.2** Notwithstanding additional condition 54.1 the Vendor shall not be entitled to require the Purchaser to complete the Contract earlier than thirty-five (35) days from the date of this Contract.

- 54.3 The Purchaser acknowledges and agrees that the Vendor has the sole discretion to nominate an earlier completion date within the timeframe specified in clause 54.1(ii), and that such nomination shall be binding provided the required notice is given. The Purchaser shall not be entitled to make any claim for compensation, delay costs, or otherwise arising from the Vendor's election of the completion date in accordance with this clause.

## **55 Christmas Period Office Closure**

For the purpose of this Contract any notice or time limit for the doing of any act or compliance or date for completion with any obligation by either party which expires or falls due between 22 December 2025 and 5 January 2026 both dates inclusive, shall be deemed to expire or fall due on Monday, 6 January 2026.



FOLIO: 3501/1176627

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SEARCH DATE	TIME	EDITION NO	DATE
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2/8/2025	7:36 PM	5	29/6/2018

LAND

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LOT 3501 IN DEPOSITED PLAN 1176627  
AT ORAN PARK  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF COOK COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1176627

FIRST SCHEDULE

-----

ALBERTO JOSE ESPINO  
KATERYNA ESPINO  
AS JOINT TENANTS (T AJ246157)

SECOND SCHEDULE (17 NOTIFICATIONS)

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- 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 DP1159092 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (11) IN THE S.88B INSTRUMENT
- 9 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (12) IN THE S.88B INSTRUMENT
- 10 DP1159094 RESTRICTION(S) ON THE USE OF LAND
- 11 DP1161640 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 12 DP1161640 EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 METRE(S)  
WIDE APPURTENANT TO LAND ABOVE DESCRIBED
- 13 DP1161640 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.8B INSTRUMENT AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1176627 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S.88B INSTRUMENT
- 15 DP1176627 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT
- 16 DP1176627 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

Pending...

PRINTED ON 2/8/2025

FOLIO: 3501/1176627

PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)

NUMBERED (4) IN THE S.88B INSTRUMENT  
17 AN465061 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

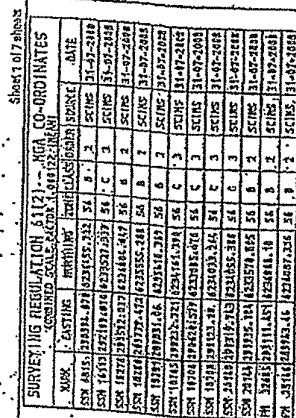
\*\*\* END OF SEARCH \*\*\*

Pending...

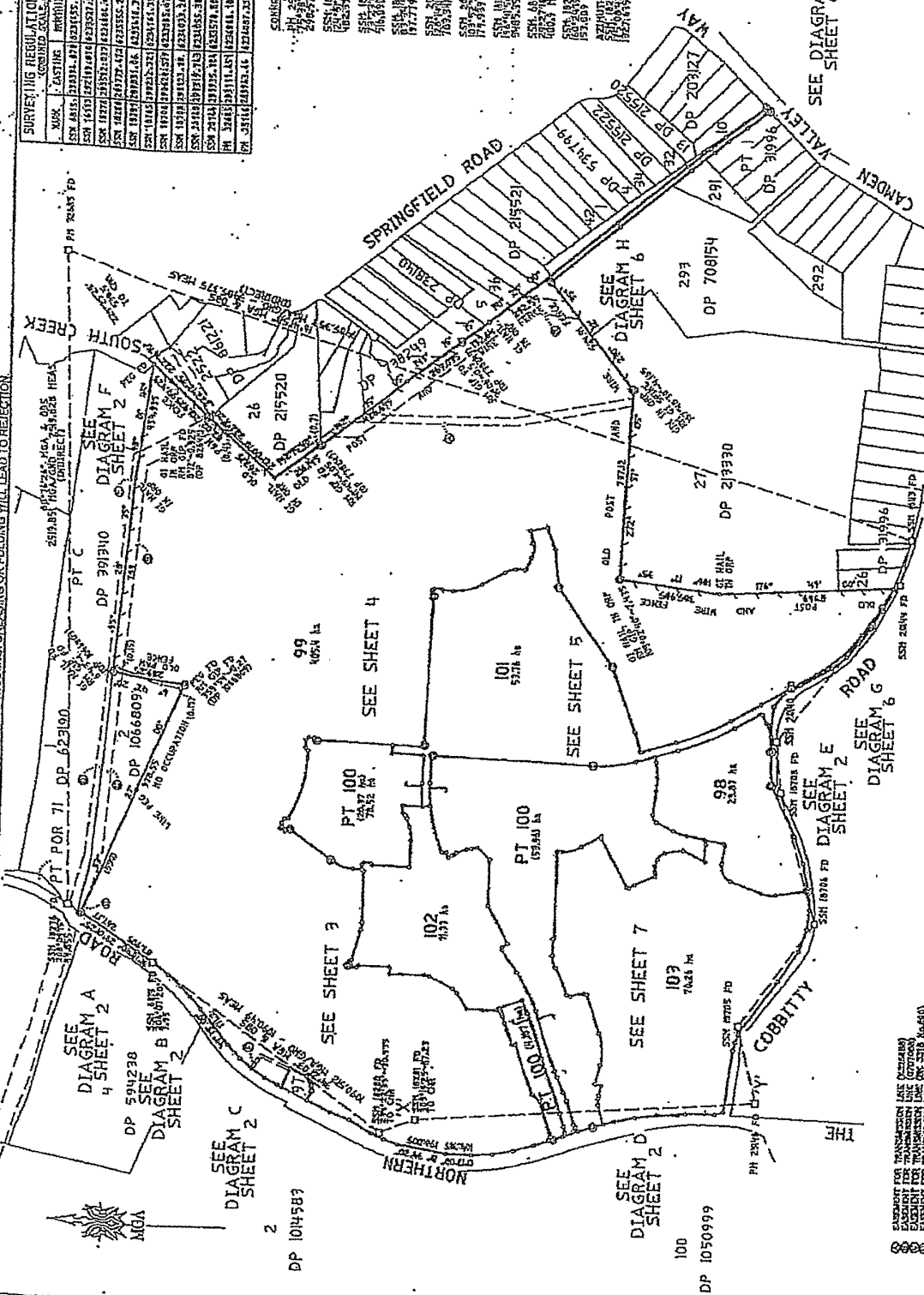
PRINTED ON 2/8/2025

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

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.**



### CONNECTIONS

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**SAVAGE PAUL MICHAEL DAILY**

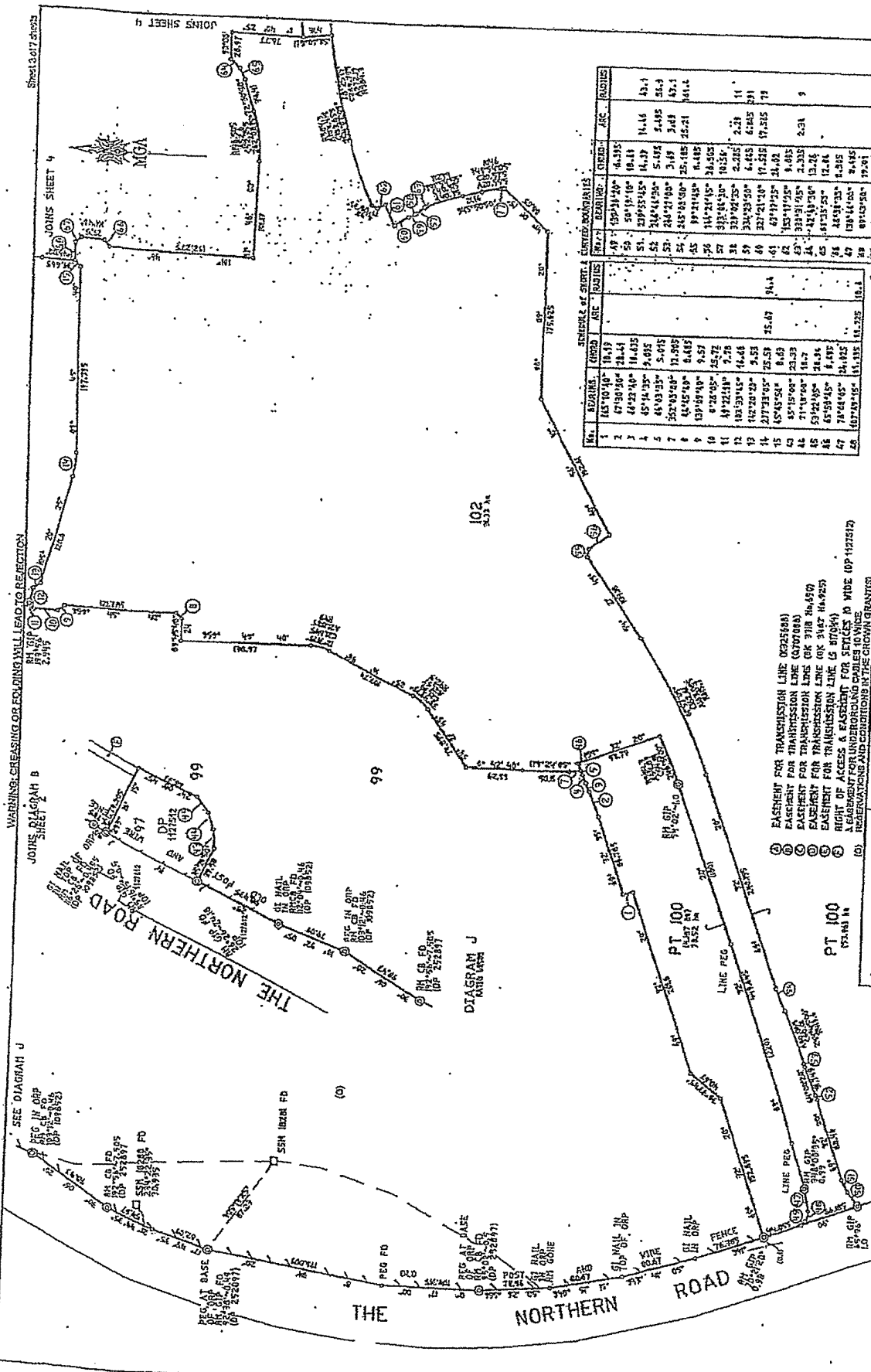
SUBDIVISION OF  
LOTS 4 & 5 IN DP 252887,  
LOT 1 IN DP 354258  
AND LOT 98 IN DP 1127512

**LILA; CAMDEN**  
County: OLAN PARIC  
**Sheridan**  
Leaves are in number. Picked in Paris 1-12-00

Rec'd from: 23.8.2008

DP1130969 P





STATEMENT OF EXPORT - UNITED DOMINIANS				
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5	44°03'35"	5.015		
6	35°23'40"	11.385		
7	44°42'10"	6.615		
8	44°42'10"	9.57		
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13	42°28'05"	5.53		
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16	45°54'50"	23.93		
17	41°18'40"	16.7		
18	53°42'05"	24.96		
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21	40°29'15"	15.135		10.1

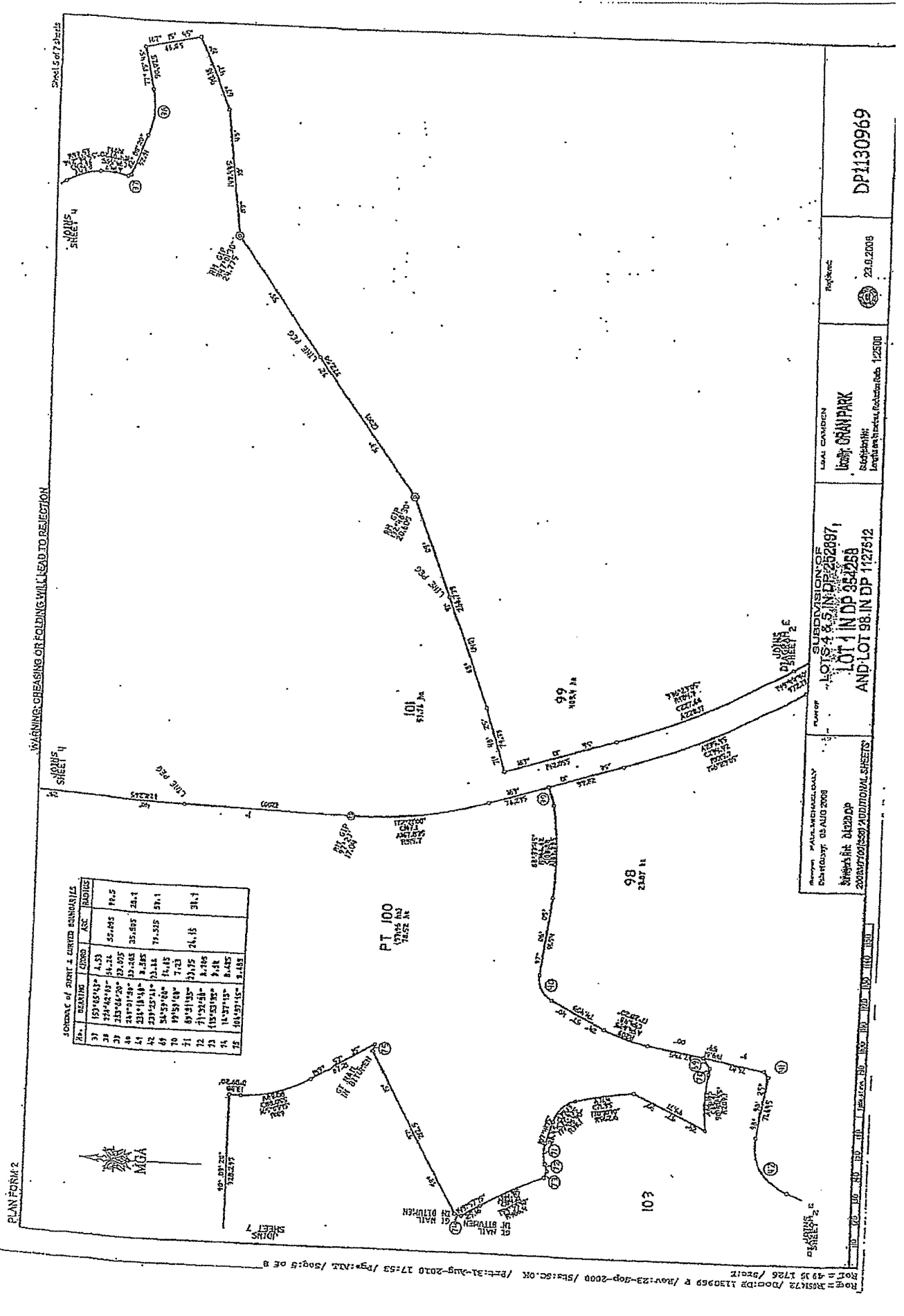
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- 2) EASEMENT FOR TRANSMISSION LINE (0707088)
- 3) EASEMENT FOR TRANSMISSION LINE (CR 318 Ha.650)
- 4) EASEMENT FOR TRANSMISSION LINE (CR 3447 Ha.925)
- 5) EASEMENT FOR TRANSMISSION LINE (S 87094)
- 6) RIGHT OF ACCESS & EASEMENT FOR SERVICES TO WIDE (OP
- 7) EASEMENT FOR UNDERGROUND CABLES TO WIDE (OP
- 8) EASEMENT FOR UNDERGROUND CABLES TO WIDE (OP
- 9) EASEMENT FOR UNDERGROUND CABLES TO WIDE (OP

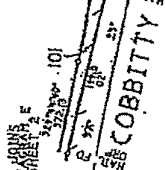
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49	14237145	3.485		





VALLEY

WAY

DIAGRAM H

DP 21552

DP 534799

115180L 20  
E62

MAYOR JOHN C. CLARK MAYOR	MAYOR JOHN C. CLARK MAYOR
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SUBDIVISION OF  
LOTS 4 & 5 IN DP 252897,  
LOT 1 IN DP 354258

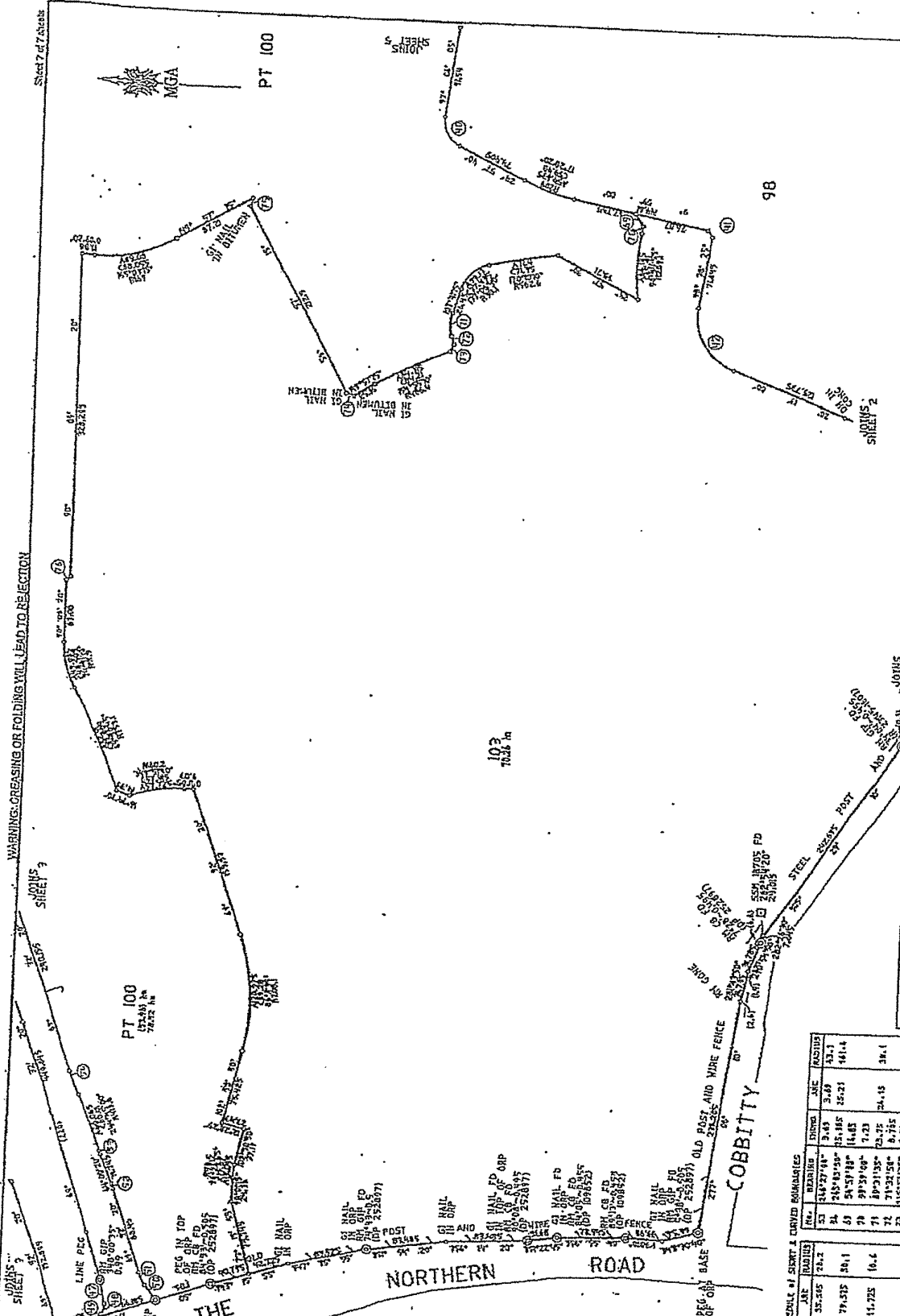
NEOLITHIC 3367

LYNN CAMPDEN  
10022 ORAN PARK  
SUNSHINE, IL 60154

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DP1130969



SCHEDULE OF SHORT & CURVED BOWKNOTS						
No.	BEARING	END	JOINT	NO. OF	NO. OF	NO. OF
				BEARINGS	JOINTS	JOINTS
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98	21-11-18	21-11-18	35-25-12	22	22	44
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100	21-11-18	21-11-18	35-25-12	22	22	44

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

Order Ship: 06 AUG 2008  
Country Ref: 04320 DP  
200847100(35) "ADDITIONAL SHEETS"

Loc: CAMDEN  
Loc: ORAN PARK

23.9.2008  
Rajdhan

DP1130969

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

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

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

1. RESTRICTION ON THE USE OF LAND

*Signature of Tony Perich*  
Tony Perich  
director  
signing on behalf  
of Leppington Pastoral  
Pty Ltd under S.127 of  
the Corporations Act  
2001 ACN: 000420404  
*Signature of Ron Perich*  
Ron Perich  
director  
signing on behalf of  
Leppington Pastoral  
Pty Ltd under S.127 of  
the Corporations Act  
2001 ACN: 000420404  
Signed by me MATTHEW BEGGS as  
delegate of Landcom and I hereby certify  
that I have no notice of revocation of such  
delegation.

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

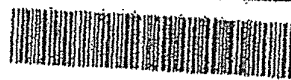
I certify that the provisions of s.109J of the Environmental Planning and  
Assessment Act 1979 have been satisfied in relation to:

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

*Signature of P.J.M. 24/8/08*  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: CAMDEN COUNCIL  
Date of Endorsement: 28 AUG 2008  
Accreditation no: .....  
Subdivision Certificate no: 3212008  
File no: 5850.250

\* Delete whichever is inapplicable.



DP1130969 S

Registered: 23.9.2008

Title System: TORRENS

Purpose: SUBDIVISION

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

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

I, PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELL TOWN  
a surveyor registered under the Surveying Act, 2002, certify that the  
survey represented in this plan is accurate, has been made in  
accordance with the Surveying Regulation, 2006 and was completed  
on: 09 AUG 2008

The survey relates to  
LOTS 98 TO 103

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

Signature: *Paul Michael Daly* Dated: 18-08-2008  
Surveyor registered under the Surveying Act, 2002

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

Plans used in the preparation of survey/compilation

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

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

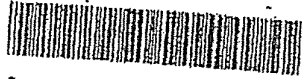
SURVEYOR'S REFERENCE: 04320 DP  
2008M7100(358) 'ADDITIONAL SHEETS'

OFFICE USE ONLY

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

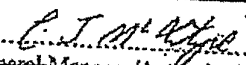
**Part 2 (Terms)**

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 . .

  
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 Reich  
director

PART 2 (CONTINUED)

Owners Signature

Executed by Jeppinjen Rcn Reich director  
Rostrop Pty Ltd (ACN:000420404) under S.124  
of the Corporations Act 2001.

Name of Witness:

Address of Witness:

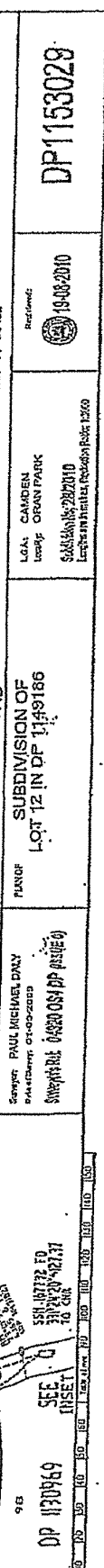
Signed by me MATTHEW BECKS as  
delegate of Landcom and I hereby  
certify that I have no notice of  
revocation of such delegation.

Signature of Witness:





(R) RESTRICTION ON THE USE OF LAND - DP1137245



Slr.	NAME OF SHARE & COMPANY MEMBERS	NO. OF SHARES	AMOUNT	CURR	PREV
51	21404558	7.4		53.705	56.1
52	11240458	10.075			
53	11304558	2.03			
54	11304558	73.005			
55	11404558	73.71			
56	11404558	9.94			
57	11404558	67.61			
58	21304558	2.0075			
59	11404558	10.018			
60	11404558	5.78			
61	11404558	12.825			
62	11404558	27.005			
63	11404558	6.018			
64	11404558	46.1			
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95	11404558	1.57			
96	11404558	1.57			
97	11404558	1.57			
98	11404558	1.57			
99	11404558	1.57			
100	11404558	1.57			



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

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

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council  
Date of Endorsement: 3th August 2010  
Accreditation no: .....  
Subdivision Certificate no: 28 / 2010  
File no: BA 982 / 2007

\* Delete whichever is inapplicable.

DP1153029

Registered:  19-08-2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF  
LOT 12 IN DP 1149186

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

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

The survey relates to  
LOT 993

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

Signature  Dated: 19-08-2010  
Surveyor registered under the Surveying Act, 2002

Datum line: X.Y.  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

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

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

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

OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s).

PLAN OF SUBDIVISION OF  
LOT 12 IN DP 1149186

DP1153029

Registered: 19-08-2010

Subdivision Certificate No: 28 of 200

Date of Endorsement: 0th AUGUST 2010

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature:

*Mark Persch*

Signature:

*RALPH BRUCE*

Print Name:

MARK PERSCH

Print Name:

RALPH BRUCE

Office Held

Ref A 4586  
No 836

Office Held

Ref A Book 4586,  
No. 836

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

Signature:

*Matthew Beags*

\*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 DP1149186  
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. King*.....  
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]*

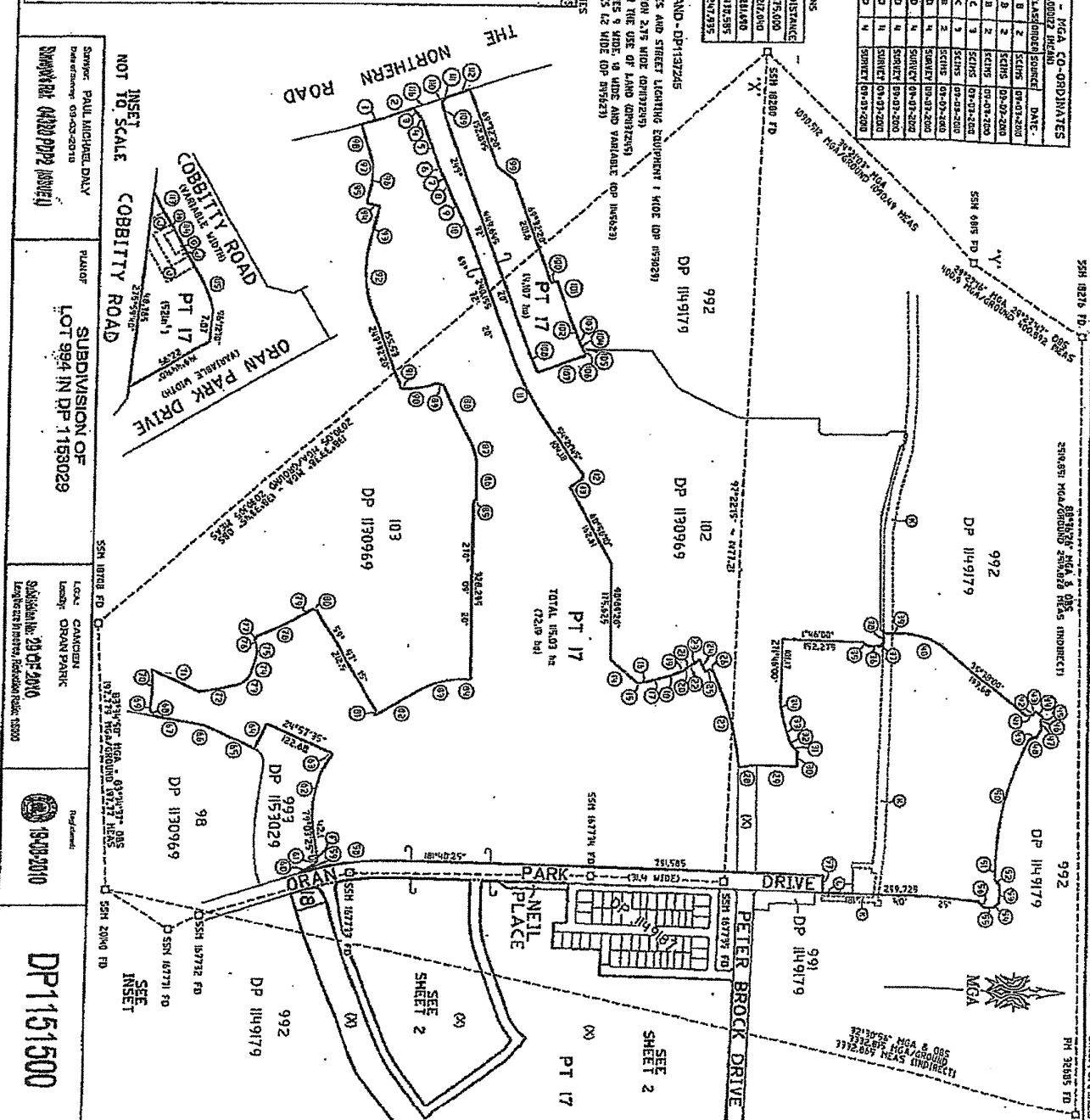
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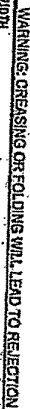


19-08-2010

[illegible]

SURVEYING REGULATION ACT 672									
CHINHO SALT FLATS									
MARK	EXISTING	INITIALING	POINT						
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DEL151500

**စာမျက်နှာ**

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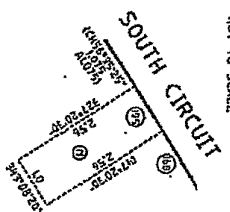
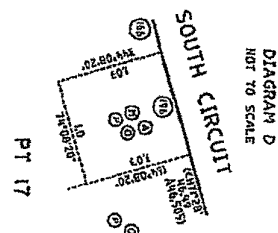
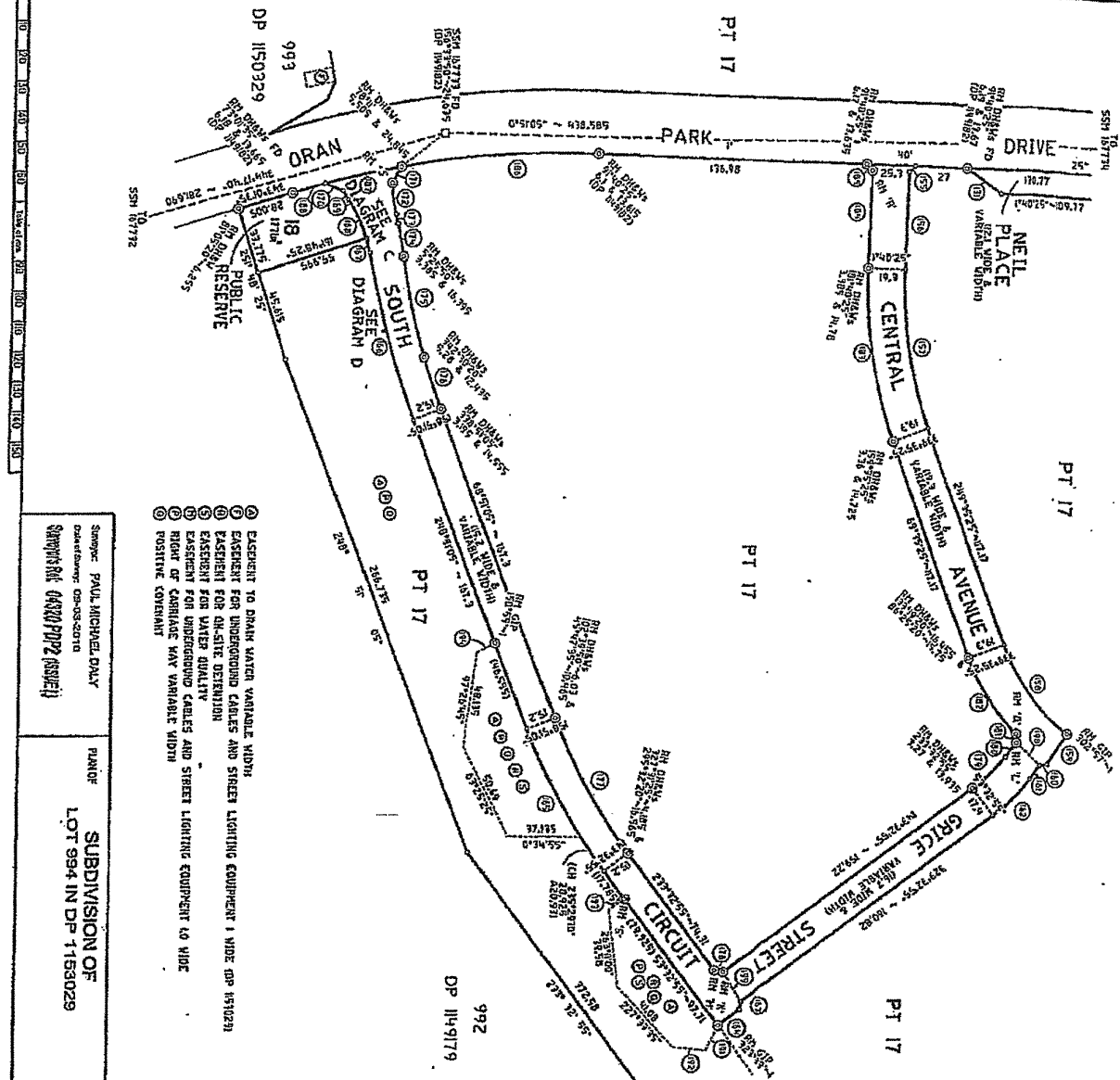
PLANFORM 2

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

DP1151500

epoch

Sheet 3 of 3 sheets



- ① EASEMENT TO DRAIN WATER VARIABLE WIDTH
- ② EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE TOP 15'12"2"
- ③ EASEMENT FOR AIR-GATE DETENTION
- ④ EASEMENT FOR WATER QUALITY
- ⑤ EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 10 WIDE
- ⑥ POSITIVE COVENANT

Surveyor: PAUL MICHAEL DALY  
 Date: 08-03-2010  
 Survey: R139085 (DP1151500)

PLANOR  
 SUBDIVISION OF  
 LOT 994 IN DP 1153029

LOCAL: CAMDEN  
 Location: CROWN PARK  
 Subdivision: 29 OF 2010  
 Length and Location: Refer to Public 11500



DP1151500

SCHEDULE OF REFERENCE MARKS PLACED			
NO.	BEARING	DISTANCE	DESCRIPTION
1	150°40'00"	12.35' & 20.44'	ORAN
2	210°40'00"	12.35' & 20.44'	ORAN
3	270°40'00"	12.35' & 20.44'	ORAN
4	330°40'00"	12.35' & 20.44'	ORAN
5	30°40'00"	12.35' & 20.44'	ORAN
6	90°40'00"	12.35' & 20.44'	ORAN
7	180°40'00"	12.35' & 20.44'	ORAN
8	270°40'00"	12.35' & 20.44'	ORAN
9	360°40'00"	12.35' & 20.44'	ORAN
10	30°40'00"	12.35' & 20.44'	ORAN
11	90°40'00"	12.35' & 20.44'	ORAN
12	180°40'00"	12.35' & 20.44'	ORAN
13	270°40'00"	12.35' & 20.44'	ORAN
14	360°40'00"	12.35' & 20.44'	ORAN
15	30°40'00"	12.35' & 20.44'	ORAN
16	90°40'00"	12.35' & 20.44'	ORAN
17	180°40'00"	12.35' & 20.44'	ORAN
18	270°40'00"	12.35' & 20.44'	ORAN
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68	270°40'00"	12.35' & 20.44'	ORAN
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71	90°40'00"	12.35' & 20.44'	ORAN
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97	180°40'00"	12.35' & 20.44'	ORAN
98	270°40'00"	12.35' & 20.44'	ORAN
99	360°40'00"	12.35' & 20.44'	ORAN
100	30°40'00"	12.35' & 20.44'	ORAN



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

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

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

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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

*P J M*  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council  
Date of Endorsement: 3rd August 2010  
Accreditation no: .....  
Subdivision Certificate no: 23 of 2010  
File no: DA 982/08

\* Delete whichever is inapplicable.

DP1151500

Registered:  19-08-2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF  
LOT 994 IN DP 1153029

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

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

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

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

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

Datum Line: X-Y  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

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

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

SURVEYOR'S REFERENCE: 04320 PDP2 (ISSUE 1)

\* 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: 3<sup>rd</sup> August 2010

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature:

*Mark Perich*

Signature:

*Ralph Bruce*

Print Name:

MARK PERICH

Print Name:

RALPH BRUCE

Office Held

PofA 4586

No. 836

Office Held

PofA 4586

No-836

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

Signature:

*Matthew Beggs*

\* 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**

Plan: 23 of 2010

eplan  
(Sheet 2 of 4 Sheets)

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

Plan: 29 of 2010

eplan  
(Sheet 3 of 4 Sheets)

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

.....*P. J. M. 4/11*.....  
General Manager/Authorised Person

**DP1151500**

Plan: 29 of 2010

eplan  
(Sheet 4 of 4 Sheets)

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

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

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature: *Mark Perich*

Print Name: MARK PERICH

Office Held: PofA Book 4586  
No. 836

Signature: *Ralph Bruce*

Print Name: RALPH BRUCE

Office Held: PofA Book 4586  
No. 836

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

Signature: *[Signature]*

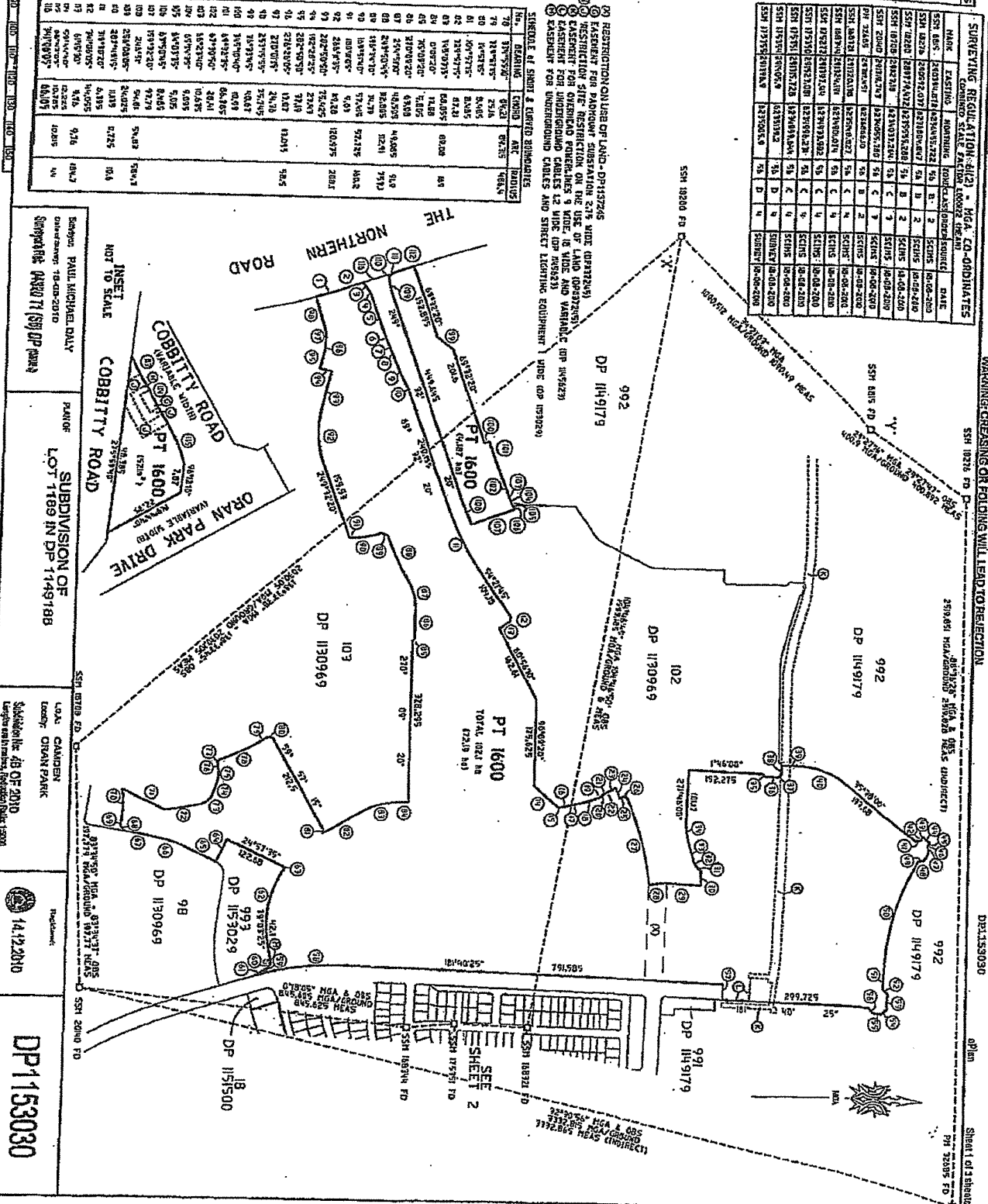
REGISTERED



19-08-2010

PLAN FORM 2

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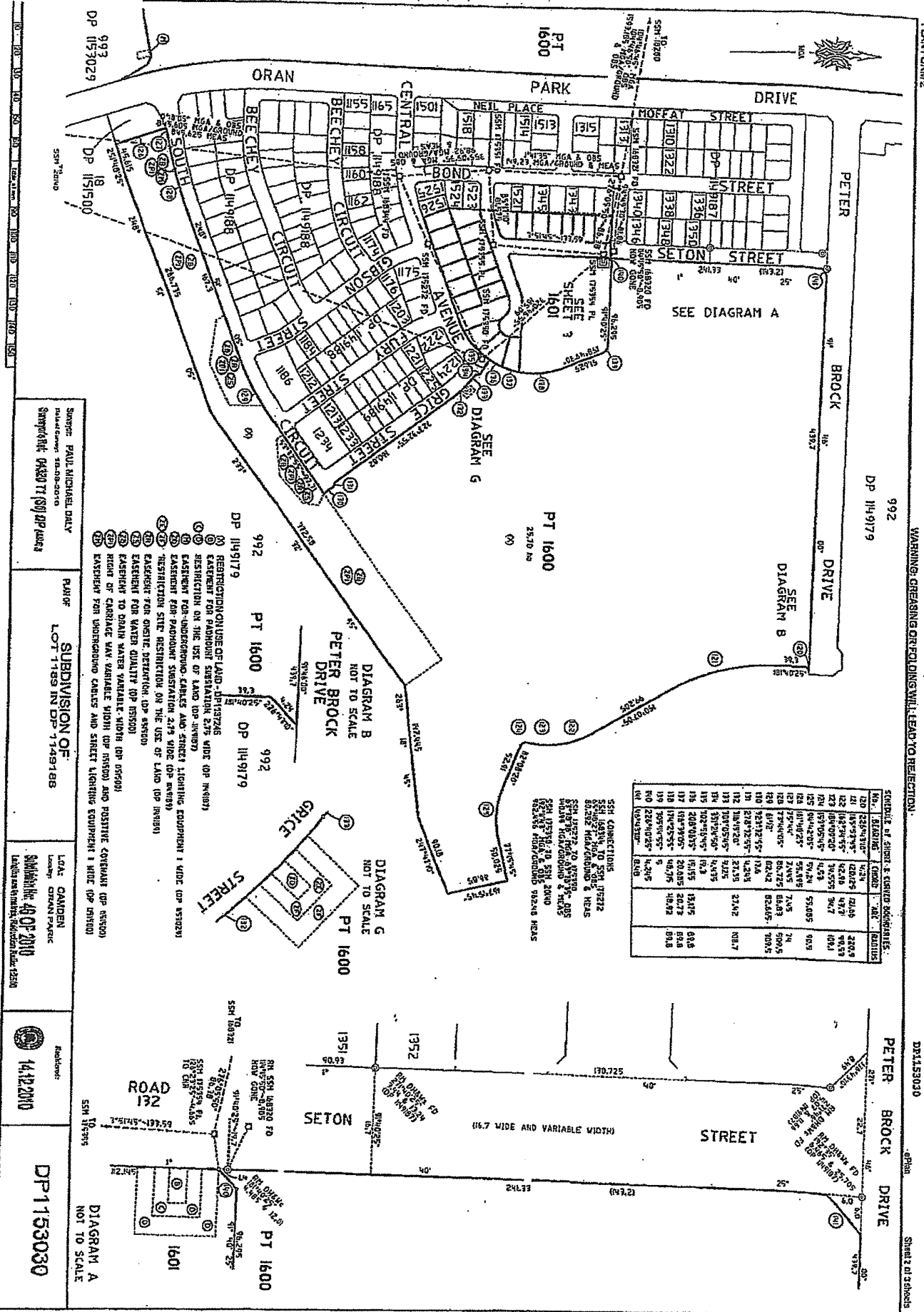
DP1153030  
 Sheet 1 of 2  
 14.12.2010  
 DP1153030

PLAN FORM 2

WARNING: GREASING OR POOLING WILL LEAD TO REJECTION.

DP1153030

Sheet 2 of 2 sheets



NO.	ADDRESS	COORD.	AREA	STATUS
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14	1040-1049	1040.00	1040.00	1040.00
15	1050-1059	1050.00	1050.00	1050.00
16	1060-1069	1060.00	1060.00	1060.00
17	1070-1079	1070.00	1070.00	1070.00
18	1080-1089	1080.00	1080.00	1080.00
19	1090-1099	1090.00	1090.00	1090.00
20	1100-1109	1100.00	1100.00	1100.00
21	1110-1119	1110.00	1110.00	1110.00
22	1120-1129	1120.00	1120.00	1120.00
23	1130-1139	1130.00	1130.00	1130.00
24	1140-1149	1140.00	1140.00	1140.00
25	1150-1159	1150.00	1150.00	1150.00
26	1160-1169	1160.00	1160.00	1160.00
27	1170-1179	1170.00	1170.00	1170.00
28	1180-1189	1180.00	1180.00	1180.00
29	1190-1199	1190.00	1190.00	1190.00
30	1200-1209	1200.00	1200.00	1200.00
31	1210-1219	1210.00	1210.00	1210.00
32	1220-1229	1220.00	1220.00	1220.00
33	1230-1239	1230.00	1230.00	1230.00
34	1240-1249	1240.00	1240.00	1240.00
35	1250-1259	1250.00	1250.00	1250.00
36	1260-1269	1260.00	1260.00	1260.00
37	1270-1279	1270.00	1270.00	1270.00
38	1280-1289	1280.00	1280.00	1280.00
39	1290-1299	1290.00	1290.00	1290.00
40	1300-1309	1300.00	1300.00	1300.00
41	1310-1319	1310.00	1310.00	1310.00
42	1320-1329	1320.00	1320.00	1320.00
43	1330-1339	1330.00	1330.00	1330.00
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45	1350-1359	1350.00	1350.00	1350.00
46	1360-1369	1360.00	1360.00	1360.00
47	1370-1379	1370.00	1370.00	1370.00
48	1380-1389	1380.00	1380.00	1380.00
49	1390-1399	1390.00	1390.00	1390.00
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55	1450-1459	1450.00	1450.00	1450.00
56	1460-1469	1460.00	1460.00	1460.00
57	1470-1479	1470.00	1470.00	1470.00
58	1480-1489	1480.00	1480.00	1480.00
59	1490-1499	1490.00	1490.00	1490.00
60	1500-1509	1500.00	1500.00	1500.00
61	1510-1519	1510.00	1510.00	1510.00
62	1520-1529	1520.00	1520.00	1520.00
63	1530-1539	1530.00	1530.00	1530.00
64	1540-1549	1540.00	1540.00	1540.00
65	1550-1559	1550.00	1550.00	1550.00
66	1560-1569	1560.00	1560.00	1560.00
67	1570-1579	1570.00	1570.00	1570.00
68	1580-1589	1580.00	1580.00	1580.00
69	1590-1599	1590.00	1590.00	1590.00
70	1600-1609	1600.00	1600.00	1600.00
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73	1630-1639	1630.00	1630.00	1630.00
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76	1660-1669	1660.00	1660.00	1660.00
77	1670-1679	1670.00	1670.00	1670.00
78	1680-1689	1680.00	1680.00	1680.00
79	1690-1699	1690.00	1690.00	1690.00
80	1700-1709	1700.00	1700.00	1700.00
81	1710-1719	1710.00	1710.00	1710.00
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84	1740-1749	1740.00	1740.00	1740.00
85	1750-1759	1750.00	1750.00	1750.00
86	1760-1769	1760.00	1760.00	1760.00
87	1770-1779	1770.00	1770.00	1770.00
88	1780-1789	1780.00	1780.00	1780.00
89	1790-1799	1790.00	1790.00	1790.00
90	1800-1809	1800.00	1800.00	1800.00
91	1810-1819	1810.00	1810.00	1810.00
92	1820-1829	1820.00	1820.00	1820.00
93	1830-1839	1830.00	1830.00	1830.00
94	1840-1849	1840.00	1840.00	1840.00
95	1850-1859	1850.00	1850.00	1850.00
96	1860-1869	1860.00	1860.00	1860.00
97	1870-1879	1870.00	1870.00	1870.00
98	1880-1889	1880.00	1880.00	1880.00
99	1890-1899	1890.00	1890.00	1890.00
100	1900-1909	1900.00	1900.00	1900.00

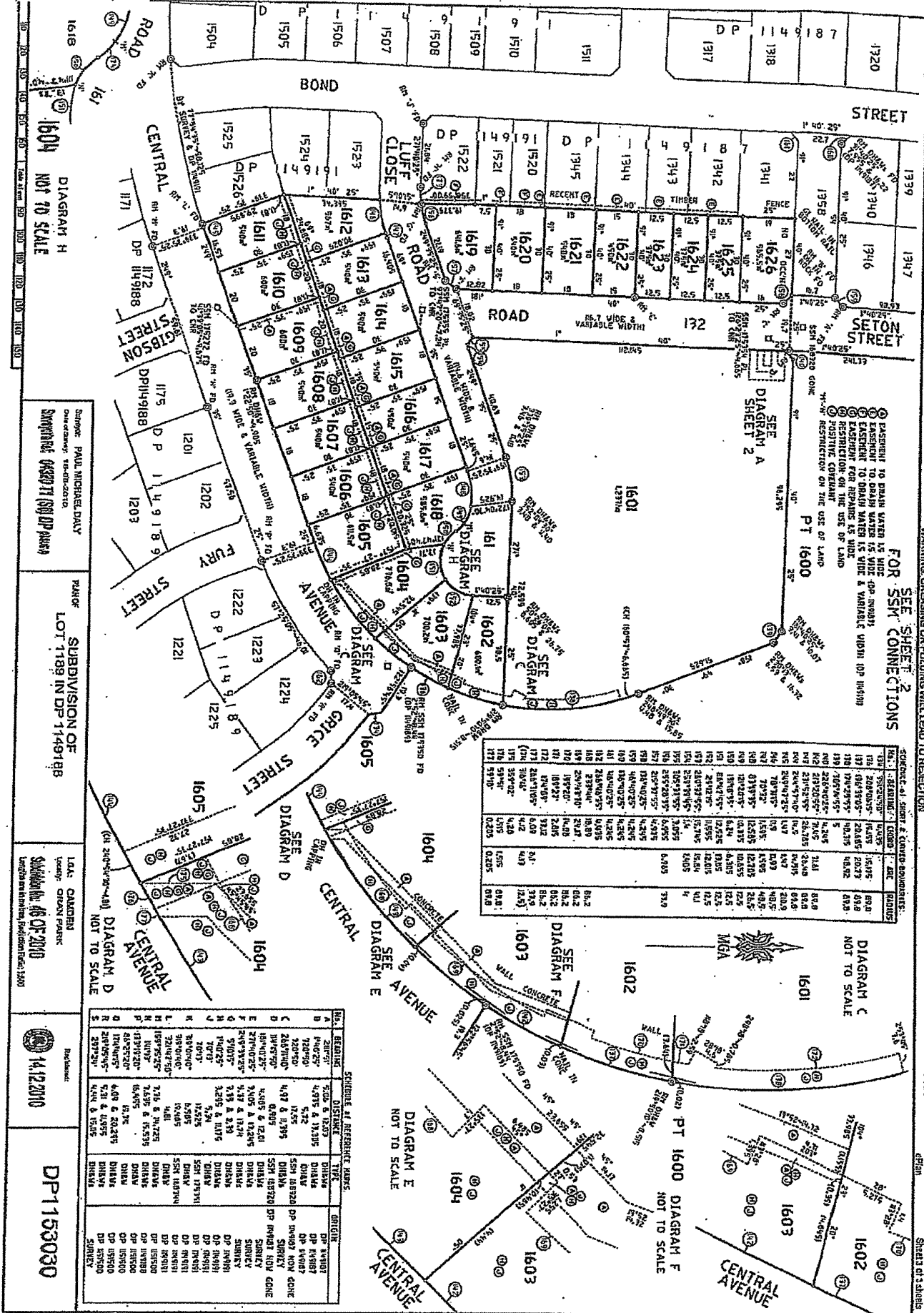
OWNER: PAUL MICHAEL DALY  
 PROJECT: SUBDIVISION OF LOT 1169 IN DP 1149188  
 DATE: 14/12/2010  
 DRAWN: DP1153030



FOR 55M CONNECTIONS

- ② EASEMENT TO DRAIN WATER 15' WIDE
- ③ EASEMENT TO DRAIN WATER 15' WIDE 10P 10490371
- ④ EASEMENT TO DRAIN WATER 15' WIDE 10P 10490371
- ⑤ EASEMENT FOR REPAIRS 65' WIDE
- ⑥ RESTRICTION ON THE USE OF LAND
- ⑦ POSITIVE COVENANT

13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR REPAIRS 1.5 WIDE (G)
3. POSITIVE COVENANT (J)
4. RESTRICTION ON THE USE OF LAND (H)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND

AND RELEASE:

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

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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

P. M. Kelly  
\* Authorised Person/General Manager/Accredited Certifier

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

\* Date whichever is inapplicable.

DP1153030

Registered:  14.12.2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF  
LOT 1189 IN DP 1149188

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

I, PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN  
a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 18-08-2010

The survey relates to  
LOTS 1601 TO 1625

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

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

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

Plans used in the preparation of survey/compilation

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



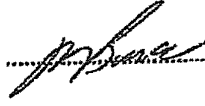
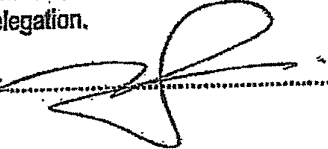

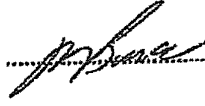

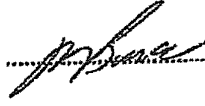
(if insufficient space use Plan Form 6A annexure sheet)

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

OFFICE USE ONLY

PLAN FORM 6 (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)						
PLAN OF SUBDIVISION OF LOT 1189 IN DP 1149188	DP1153030 *							
	Registered:  14.12.2010 *							
Subdivision Certificate No: 46 of 2010		Date of Endorsement: 1st December 2010						
<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</td><td>Print Name: RALPH BRUCE</td></tr><tr><td>Office Held: Director</td><td>Office Held: <i>Pf. h. Buda 1526 No. 236</i> Regd: 23/03/2010</td></tr></table> <p>Signed by me MATTHEW JOHN BERKS 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;"><i>PM</i></p>			Signature: 	Signature: 	Print Name: Joe BUDA	Print Name: RALPH BRUCE	Office Held: Director	Office Held: <i>Pf. h. Buda 1526 No. 236</i> Regd: 23/03/2010
Signature: 	Signature: 							
Print Name: Joe BUDA	Print Name: RALPH BRUCE							
Office Held: Director	Office Held: <i>Pf. h. Buda 1526 No. 236</i> Regd: 23/03/2010							
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 à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Underground Cables 1 Wide (DP 1149187)	1189 Lot 11 in <del>DP1149185</del> 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**

*[Handwritten signatures and initials]*

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 facade 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**

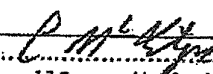
**Terms of restriction numbered 8 in the plan.**

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

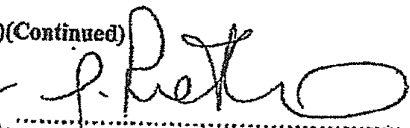
PART 2 (Terms)(Continued)

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 Kietzmüller  
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: 

Signature: 

Print Name: Joe Budger

Print Name: Ralph Stuart Bruce

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

Office Held: P of A 4586 No.836

Signed by Greenfields Development Company Pty Ltd

Signature: 

Signature: 

Print Name: Joe Budger

Print Name: Ralph Stuart Bruce

Office Held: P of A 4558 No.71

Office Held: P of A 4558 No.71

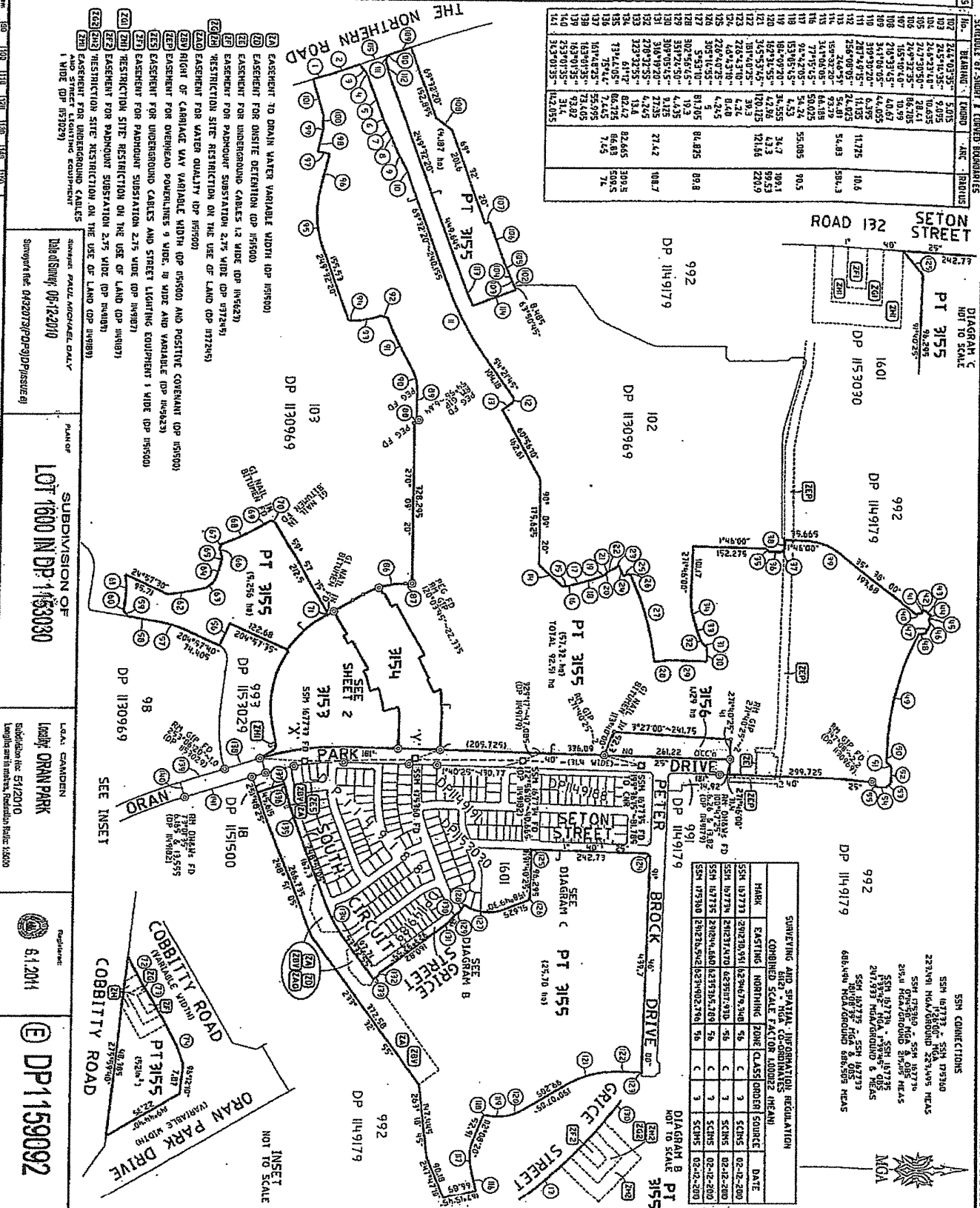
Signed by me **MATTHEW JOHN BEGGS**  
as delegate of Landcom and I hereby  
certify that I have no notice of revocation  
of such delegation.

Signature: 



Age	Stature	Weight	BAC	MC	Ratio
1	31.37-35.55	4.0-7.5			
2	31.37-35.55	5.0-9.1			
3	31.37-35.55	5.0-9.1			
4	31.37-35.55	5.0-9.1			
5	31.37-35.55	5.0-9.1			
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10	31.37-35.55	5.0-9.1			
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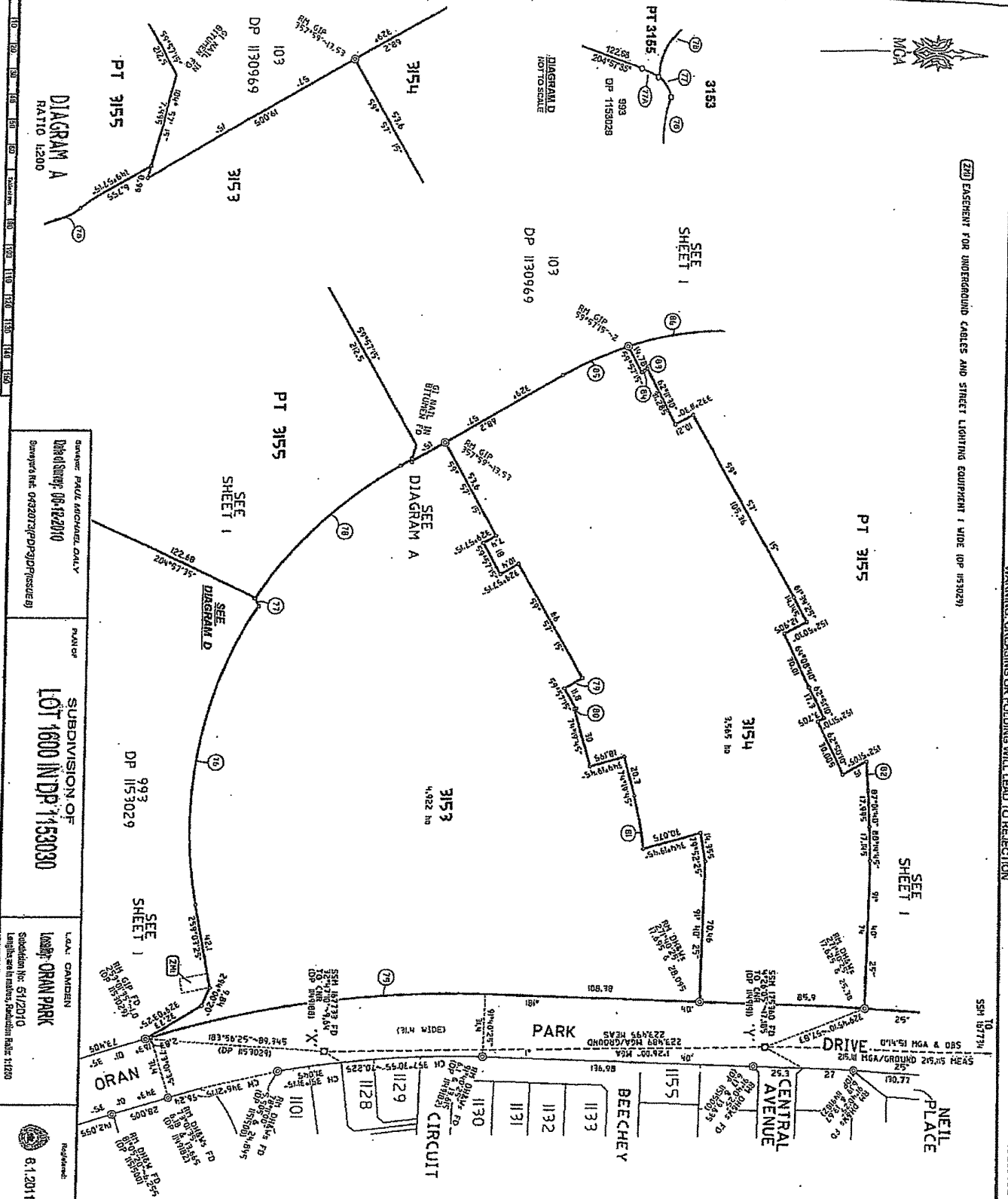
STATISTICS OF STUDY I CURVED BORDERS				STATISTICS OF STUDY II CURVED BORDERS			
NO.	BEARING	WIND	ARC	NO.	BEARING	WIND	ARC
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103	24.6	95.35	13.105	103	24.6	95.35	13.105
104	24.7	96.35	17.155	104	24.7	96.35	17.155
105	24.8	97.35	21.205	105	24.8	97.35	21.205
106	24.9	98.35	25.255	106	24.9	98.35	25.255
107	165	10.40	10.39	107	165	10.40	10.39
108	210	33.45	40.67	108	210	33.45	40.67
109	24.4	94.35	4.655	109	24.4	94.35	4.655
110	24.5	94.35	8.705	110	24.5	94.35	8.705
111	24.6	95.35	12.755	111	24.6	95.35	12.755
112	24.7	96.35	16.805	112	24.7	96.35	16.805
113	24.8	97.35	20.855	113	24.8	97.35	20.855
114	24.9	98.35	24.905	114	24.9	98.35	24.905
115	24.9	98.35	28.955	115	24.9	98.35	28.955
116	24.9	98.35	33.005	116	24.9	98.35	33.005
117	24.9	98.35	37.055	117	24.9	98.35	37.055
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122	24.9	98.35	57.305	122	24.9	98.35	57.305
123	24.9	98.35	61.355	123	24.9	98.35	61.355
124	24.9	98.35	65.405	124	24.9	98.35	65.405
125	24.9	98.35	69.455	125	24.9	98.35	69.455
126	24.9	98.35	73.505	126	24.9	98.35	73.505
127	24.9	98.35	77.555	127	24.9	98.35	77.555
128	24.9	98.35	81.605	128	24.9	98.35	81.605
129	24.9	98.35	85.655	129	24.9	98.35	85.655
130	24.9	98.35	89.705	130	24.9	98.35	89.705
131	24.9	98.35	93.755	131	24.9	98.35	93.755
132	24.9	98.35	97.805	132	24.9	98.35	97.805
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134	24.9	98.35	105.905	134	24.9	98.35	105.905
135	24.9	98.35	109.955	135	24.9	98.35	109.955
136	24.9	98.35	114.005	136	24.9	98.35	114.005
137	24.9	98.35	118.055	137	24.9	98.35	118.055
138	24.9	98.35	122.105	138	24.9	98.35	122.105
139	24.9	98.35	126.155	139	24.9	98.35	126.155
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147	24.9	98.35	158.555	147	24.9	98.35	158.555
148	24.9	98.35	162.605	148	24.9	98.35	162.605
149	24.9	98.35	166.655	149	24.9	98.35	166.655
150	24.9	98.35	170.705	150	24.9	98.35	170.705
151	24.9	98.35	174.755	151	24.9	98.35	174.755
152	24.9	98.35	178.805	152	24.9	98.35	178.805
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167	24.9	98.35	239.555	167	24.9	98.35	239.555
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169	24.9	98.35	247.655	169	24.9	98.35	247.655
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171	24.9	98.35	255.755	171	24.9	98.35	255.755
172	24.9	98.35	259.805	172	24.9	98.35	259.805
173	24.9	98.35	263.855	173	24.9	98.35	263.855
174	24.9	98.35	267.905	174	24.9	98.35	267.905
175	24.9	98.35	271.955	175	24.9	98.35	271.955
176	24.9	98.35	276.005	176	24.9	98.35	276.005
177	24.9	98.35	280.055	177	24.9	98.35	280.055
178	24.9	98.35	284.105	178	24.9	98.35	284.105
179	24.9	98.35	288.155	179	24.9	98.35	288.155
180	24.9	98.35	292.205	180	24.9	98.35	292.205
181	24.9	98.35	296.255	181	24.9	98.35	296.255
182	24.9	98.35	300.305	182	24.9	98.35	300.305
183	24.9	98.35	304.355	183	24.9	98.35	304.355
184	24.9	98.35	308.405	184	24.9	98.35	308.405
185	24.9	98.35	312.455	185	24.9	98.35	312.455
186	24.9	98.35	316.505	186	24.9	98.35	316.505
187	24.9	98.35	320.555	187	24.9	98.35	320.555
188	24.9	98.35	324.605	188	24.9	98.35	324.605
189	24.9	98.35	328.655	189	24.9	98.35	328.655
190	24.9	98.35	332.705	190	24.9	98.35	332.705
191	24.9	98.35	336.755	191	24.9	98.35	336.755
192	24.9	98.35	340.805	192	24.9	98.35	340.805
193	24.9	98.35	344.855	193	24.9	98.35	344.855
194	24.9	98.35	348.905	194	24.9	98.35	348.905
195	24.9	98.35	352.955	195	24.9	98.35	352.955
196	24.9	98.35	357.005	196	24.9	98.35	357.005
197	24.9	98.35	361.055	197	24.9	98.35	361.055
198	24.9	98.35	365.105	198	24.9	98.35	365.105
199	24.9	98.35	369.155	199	24.9	98.35	369.155
200	24.9	98.35	373.205	200	24.9	98.35	373.205



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 2 sheets

(20) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (OP 1153029)



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	COORD	ARC	RADIUS
75	172°25'	67.095	10.835	515.7
76	280°47'10"	152.64	156.33	206.1
77	244°02'10"	4.21	4.24	8
78	318°32'10"	67.132	90.22	209.7
79	144°31'15"	10.2		
80	144°31'15"	10.2		
81	79°32'15"	27.115	27.14	179.3
82	85°27'10"	14.56	1.095	190.9
83	310°44'20"	1.095		
84	310°44'20"	1.095		
85	310°44'20"	1.095		
86	310°44'20"	1.095		
87	310°44'20"	1.095		
88	310°44'20"	1.095		
89	310°44'20"	1.095		
90	310°44'20"	1.095		
91	310°44'20"	1.095		
92	310°44'20"	1.095		
93	310°44'20"	1.095		
94	310°44'20"	1.095		
95	310°44'20"	1.095		
96	310°44'20"	1.095		
97	310°44'20"	1.095		
98	310°44'20"	1.095		
99	310°44'20"	1.095		
100	310°44'20"	1.095		

Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 08-12-2010  
 Survey Ref: 04320172DP3DP1153030

NAME: SUBDIVISION OF LOT 1600 IN DP 1153030

LOCAL: ORAN PARK  
 Subdivision No: 61/2010  
 Land Use: Residential (R120)

Regulated: 6.1.2011

DP1159092

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. RESTRICTION ON THE USE OF LAND

Office Use Only

DP1159092

Registered: 6.1.2011

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF  
LOT 1600 IN DP 1153030

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Certificate

I, PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN  
a surveyor registered under the Surveying and Spatial Information Act,  
2002, certify that the survey represented in this plan is accurate, has  
been made in accordance with the Surveying and Spatial Information  
Regulation, 2006 and was completed on: 06-12-2010

The survey relates to  
LOTS 3153 AND 3154 - PT LOT 3155 COMPILED & Lot 3156

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

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

Datum Line: "X" "Y"  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1130969 DP 1153030  
DP 1149172  
DP 1149182  
DP 1149188  
DP 1149191  
DP 1151500  
DP 1153029

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

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

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: [Signature]  
Date: [Date]  
File Number: [File Number]  
Office: [Office]

Subdivision Certificate

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

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

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

Consent Authority: CAMDEN COUNCIL  
Date of Endorsement: 22 DEC 2010  
Accreditation no: 51/2010  
Subdivision Certificate no: DA 117512010  
File no: DA 117512010

\* Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 1600 IN DP 1153030

DP1159092

Office Use Only

Registered: 6.1.2011

Office Use Only

Subdivision Certificate No: 51/2010

Date of Endorsement: 22 DEC 2010

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature:

*Mark Perich*

Signature:

*Ralph Bruce*

Print Name:

Mark Perich

Print Name:

Ralph Bruce

Office Held

PFA book 4586 No. 836

Office Held

Conrad Mangan, G.D.C.  
PFA Book 4586 No. 836  
Page 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:

*Matthew John Beggs*

*CM*

ePlan

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

(Sheet 1 of 2 Sheets)

Plan: **DP1159092**

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

Full name and address of  
the owner of the land

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

**PART 1 (Creation)**

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

**PART 2 (Terms)**

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

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

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

**CAMDEN COUNCIL**

Approved by the Council of Camden

.....  
General Manager/Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

Plan: **DP1159092**

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

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

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature: .....

*Mark Perich*

Signature: .....

*Ralph Bruce*

Print Name: .....

**Mark Perich**

Print Name: .....

**Ralph Bruce**

Office Held: P of A 4586 No.836

Office Held: P of A 4586 No.836

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

Signature: .....

*Matthew John Beggs*

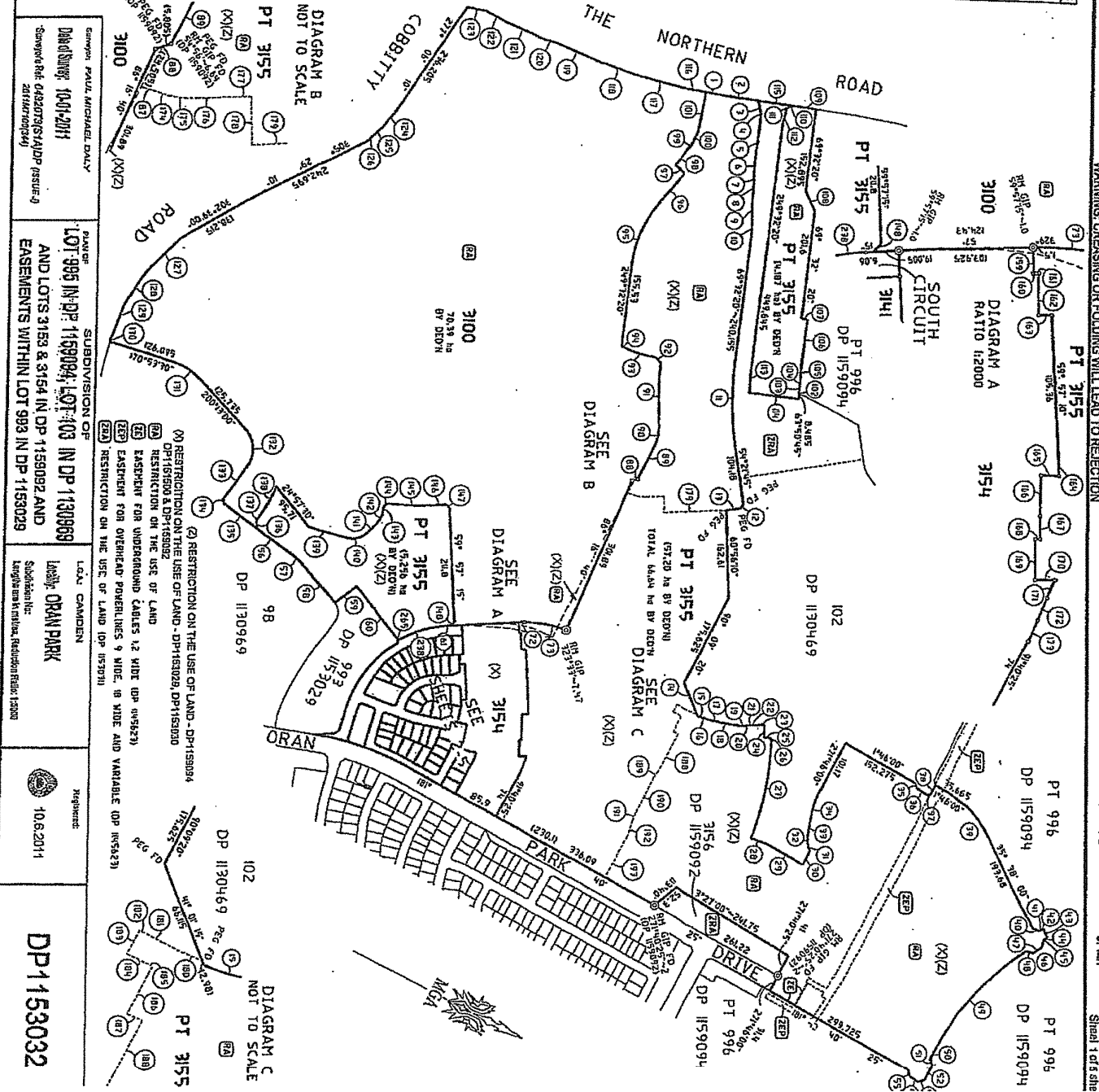
REGISTERED



6.1.2011

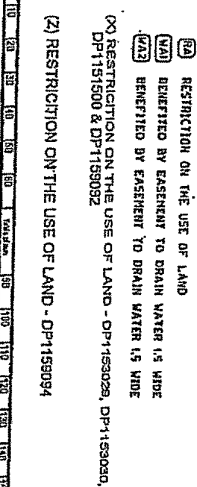
*Empl*

SCHEDULE OF SHORT & CURVED BOUNDARIES					SCHEDULE OF SHORT & CURVED BOUNDARIES				
	BEARING	CURBO	ARC	RADIUS	No.	BEARING	CURBO	ARC	RADIUS
1	34.0655	10.75			316	159°32'20"	93.19		
2	50°55'45"	50			116	34.4700	68.85		
3	59°55'45"	18.81			117	47.4205	55.05		
4	69°52'30"	14.39	14.46	4.31	118	153°05'45"	45.55	55.085	90.5
5	69°52'30"	88.46			119	180°09'20"	34.55	36.7	109.1
6	69°52'30"	5.65	5.65	56.9	120	162°54'55"	42.66	43.3	99.53
7	62°00'40"	317.45			121	162°54'55"	120.725		220.9
8	62°00'40"	3.69	3.69	4.31	122	181°09'20"	39.3		
9	62°00'40"	4.13			123	22°51'30"	4.24		
10	65°57'00"	162.01			124	22°51'30"	4.24		
11	65°57'00"	162.01			125	22°51'30"	4.24		
12	65°57'00"	162.01			126	22°51'30"	4.24		
13	65°57'00"	162.01			127	22°51'30"	4.24		
14	65°57'00"	162.01			128	22°51'30"	4.24		
15	65°57'00"	162.01			129	22°51'30"	4.24		
16	65°57'00"	162.01			130	309°05'45"	9.125	55.325	104.1
17	34.1452	21.6	40.35	28.4	131	185°32'55"	54.725	74.5	174.25
18	34.1452	40.35	40.35	28.4	132	239°25'42"	71.65	74.25	50.1
19	330°31'42"	2.33	2.34	1	133	278°36'20"	71.65		
20	330°31'42"	0.52			134	234.1802	6.855		
21	330°31'42"	0.52			135	189°59'	76.87		
22	331°17'23"	24.02			136	223°59'	7.23		
23	331°17'23"	9.005			137	223°59'	7.23		
24	331°17'23"	2.005			138	270°54'55"	65.91	66.185	209.1
25	19°00'33"	6.90	184.415	584.3	139	350°01'30"	71.35	71.4	552.6
26	19°00'33"	193.635			140	197°06'40"	31.435	39.13	30.1
27	35.1705	74.77			141	287°41'15"	24.65		
28	14°02'32"	18.97			142	269°33'33"	23.75	24.15	38.1
29	27°00'40"	28.97			143	251°32'50"	8.705		
30	100°42'30"	92.915	94.28	155.5	144	259°53'33"	6.56		
31	22°1'35'55"	12.84			145	259°53'33"	6.56		
32	22°1'35'55"	12.84			146	312°55'20"	6.21		
33	262°00'15"	52.335	52.6	156.585	147	312°55'20"	25.16		
34	262°00'15"	34.41			148	179°57'15"	8.485		
35	40°38'35"	8.505			149	11°57'15"	8.485		
36	31°38'45"	2.33			150	11°57'15"	8.485		
37	26°41'30"	18.45			151	320°11'30"	31.285	84.315	400.4
38	26°41'30"	18.05			152	320°11'30"	10.21		
39	100°42'30"	92.915	94.28	155.5	153	320°11'30"	1.5		
40	100°42'30"	92.915	94.28	155.5	154	320°11'30"	1.5		
41	125°22'45"	4.535	4.535	509.5	155	320°11'30"	1.5		
42	125°22'45"	4.535	4.535	509.5	156	52°51'00"	3.705	1.895	190.9
43	115°38'15"	3.655			157	62°50'10"	30.005		
44	115°38'15"	3.655			158	52°51'00"	3.705		
45	303°57'30"	3.385			159	62°50'10"	3.705		
46	260°04'35"	11.26	4.555	450.5	160	62°50'10"	3.705		
47	300°22'55"	19.035			161	62°50'10"	3.705		
48	300°22'55"	19.035			162	64°08'40"	30.01		
49	286°09'20"	24.379	24.6375	450.5	163	64°08'40"	30.01		
50	271°46'	31.13			164	61°34'30"	12.905		
51	226°43'10"	14.13			165	61°34'30"	12.905		
52	21°46'	31.13			166	61°34'30"	12.905		
53	17°46'	14.135			167	62°51'00"	71.3		
54	14°30'30"	11.26	4.555	450.5	168	62°51'00"	71.3		
55	46°43'10"	14.13			169	62°51'00"	71.3		
56	189°59'	67.445			170	52°51'05"	35		
57	197°28'20"	54.635	209		171	85°27'10"	14.56		
58	204°16'25"	74.605			172	67°01'40"	17.695		
59	204°16'25"	74.605			173	88°14'40"	17.615		
60	204°16'25"	74.605			174	88°14'40"	17.615		
61	320°51'15"	15			175	350°49'40"	10.851		
62	320°51'15"	15			176	350°49'40"	10.851		
63	320°51'15"	15			177	330°42'20"	32.9		
64	312°46'20"	50			178	330°42'20"	32.9		
65	312°46'20"	50			179	330°42'20"	32.9		
66	312°46'20"	50			180	330°42'20"	32.9		
67	312°46'20"	50			181	330°42'20"	32.9		
68	312°46'20"	50			182	330°42'20"	32.9		
69	312°46'20"	50			183	330°42'20"	32.9		
70	312°46'20"	50			184	330°42'20"	32.9		
71	312°46'20"	50			185	330°42'20"	32.9		
72	312°46'20"	50			186	330°42'20"	32.9		
73	312°46'20"	50			187	330°42'20"	32.9		
74	312°46'20"	50			188	330°42'20"	32.9		
75	312°46'20"	50			189	330°42'20"	32.9		
76	312°46'20"	50			190	330°42'20"	32.9		
77	312°46'20"	50			191	330°42'20"	32.9		
78	312°46'20"	50			192	330°42'20"	32.9		
79	312°46'20"	50			193	330°42'20"	32.9		
80	312°46'20"	50			194	330°42'20"	32.9		
81	312°46'20"	50			195	330°42'20"	32.9		
82	312°46'20"	50			196	330°42'20"	32.9		
83	312°46'20"	50			197	330°42'20"	32.9		
84	312°46'20"	50			198	330°42'20"	32.9		
85	312°46'20"	50			199	330°42'20"	32.9		
86	312°46'20"	50			200	330°42'20"	32.9		
87	312°46'20"	50			201	330°42'20"	32.9		
88	312°46'20"	50			202	330°42'20"	32.9		
89	312°46'20"	50			203	330°42'20"	32.9		
90	312°46'20"	50			204	330°42'20"	32.9		
91	312°46'20"	50			205	330°42'20"	32.9		
92	312°46'20"	50			206	330°42'20"	32.9		
93	312°46'20"	50			207	330°42'20"	32.9		
94	312°46'20"	50			208	330°42'20"	32.9		
95	312°46'20"	50			209	330°42'20"	32.9		
96	312°46'20"	50			210	330°42'20"	32.9		
97	312°46'20"	50			211	330°42'20"	32.9		
98	312°46'20"	50			212	330°42'20"	32.9		
99	312°46'20"	50			213	330°42'20"	32.9		
100	312°46'20"	50			214	330°42'20"	32.9		
101	312°46'20"	50			215	330°42'20"	32.9		
102	312°46'20"	50			216	330°42'20"	32.9		
103	312°46'20"	50			217	330°42'20"	32.9		
104	312°46'20"	50			218	330°42'20"	32.9		
105	312°46'20"	50			219	330°42'20"	32.9		
106	312°46'20"	50			220	330°42'20"	32.9		
107	312°46'20"	50			221	330°42'20"	32.9		
108	312°46'20"	50			222	330°42'20"	32.9		
109	312°46'20"	50			223	330°42'20"	32.9		
110	312°46'20"	50			224	330°42'20"	32.9		
111	312°46'20"	50			225	330°42'20"	32.9		
112	312°46'20"	50			226	330°42'20"	32.9		
113	312°46'20"	50			227	330°42'20"	32.9		
114	312°46'20"	50			228	330°42'20"	32.9		
115	312°46'20"	50			229	330°42'20"	32.9		
116	312°46'20"	50			230	330°42'20"	32.9		
117	312°46'20"	50			231	330°42'20"	32.9		
118	312°46'20"	50			232	330°42'20"	32.9		
119	312°46'20"	50			233	330°42'20"	32.9		
120	312°46'20"	50			234	330°42'20"	32.9		
121	312°46'20"	50			235	330°42'20"	32.9		
122	312°46'20"	50			236	330°42'20"	32.9		
123	312°46'20"	50			237	330°42'20"	32.9		
124	312°46'20"	50			238	330°42'20"	32.9		
125	312°46'20"	50			239	330°42'20"	32.9		
126	312°46'20"	50			240	330°42'20"	32.9		
127	312°46'20"	50			241	330°42'20"	32.9		
128	312°46'20"	50			242	330°42'20"	32.9		
129	312°46'20"	50			243	330°42'20"	32.9		
130	312°46'20"	50			244	330°42'20"	32.9		
131	312°46'20"	50			245	330°42'20"	32.9		
132	312°46'20"	50			246	330°42'20"	32.9		
133	312°46'20"	50			247	330°42'20"	32.9		
134	312°46'20"	50			248	330°42'20"	32.9		
135	312°46'20"	50			249	330°42'20"	32.9		
136	312°46'20"	50			250	330°42'20"	32.9		
137	312°46'20"	50			251	330°42'20"	32.9		
138	312°46'20"	50			252	330°42'20"	32.9		
139	312°46'20"	50			253	330°42'20"	32.9		
140	312°46'20"	50			254	330°42'20"	32.9		
141	312°46'20"	50			255	330°42'20"	32.9		
142	312°46'20"	50			256	330°42'20"	32.9		
143	312°46'20"	50			257	330°42'20"	32.9		
144	312°46'20"	50			258	330°42'20"	32.9		
145	312°46'20"	50			259	330°42'20"	32.9		
146	312°46'20"	50			260	330°42'20"	32.9		
147	312°46'20"	50			261	330°42'20"	32.9		
148	312°46'20"	50			262	330°42'20"	32.9		
149	312°46'20"	50			263				





SCHEDULE OF SIGHT & COVERED BOUNDARIES				
No.	BEARING	COORD	ARC	RADIUS
73	94.05-35.35	19.3	87.235	
159	59.57-15.57	19.3		
160	32.57-37.57	1.5		
161	33.01-21.01	1.895	1.895	190.9
162	33.01-21.01	27.155	27.155	197.5
251	31.61-39.61	1.895	1.895	20.9
252	17.86-50.50	1.185	1.185	20.9
253	39.97-15.97	1.895	1.895	20.9
254	34.41-19.41	0.7		
255	59.57-15.57	11.8		
256	14.95-17.15	10.4		
257	32.05-37.05	10.4		
258	59.57-15.57	18		
259	17.87-51.87	7.4		



DP1153032

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

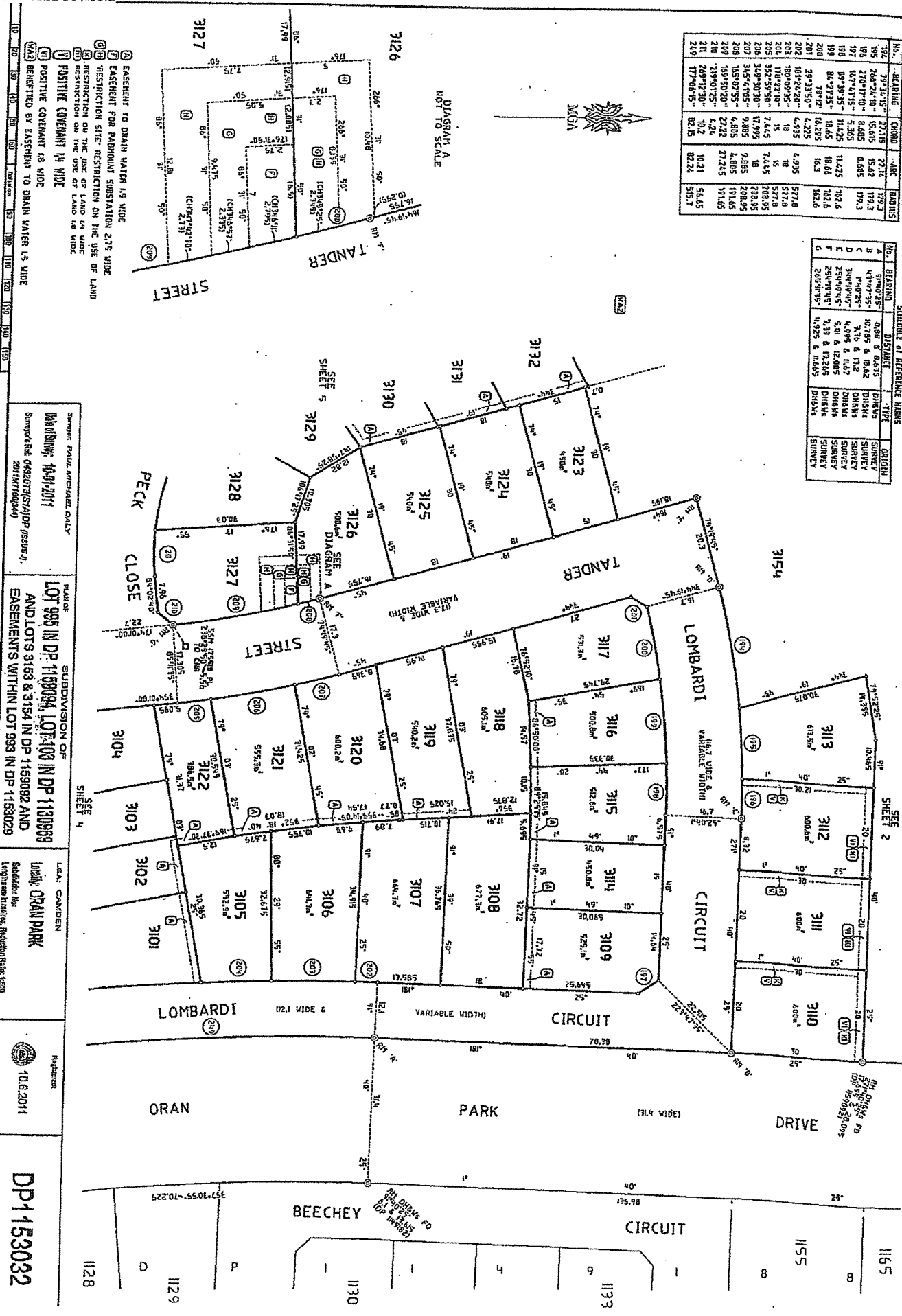
Sheet 3 of 3.shx

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RAIUS
195	79°32'15"	27.715	27.11	173.3
196	266°24'10"	15.615	15.62	173.3
197	270°17'10"	9.685	9.685	173.3
198	10°41'15"	5.365	5.365	173.3
199	87°33'35"	11.425	11.425	173.3
200	87°33'35"	18.45	18.45	173.3
201	78°12'	16.295	16.3	173.3
202	293°35'50"	4.225	4.225	173.3
203	108°24'20"	4.935	4.935	173.3
204	108°24'20"	15	15	173.3
205	327°54'20"	7.445	7.445	173.3
206	349°30'20"	17.175	17.175	173.3
207	345°43'05"	9.885	9.885	173.3
208	169°02'35"	9.885	9.885	173.3
209	169°02'35"	22.42	22.42	173.3
210	239°01'35"	17.45	17.45	173.3
211	249°17'30"	17.45	17.45	173.3
212	177°05'15"	18.15	18.15	173.3

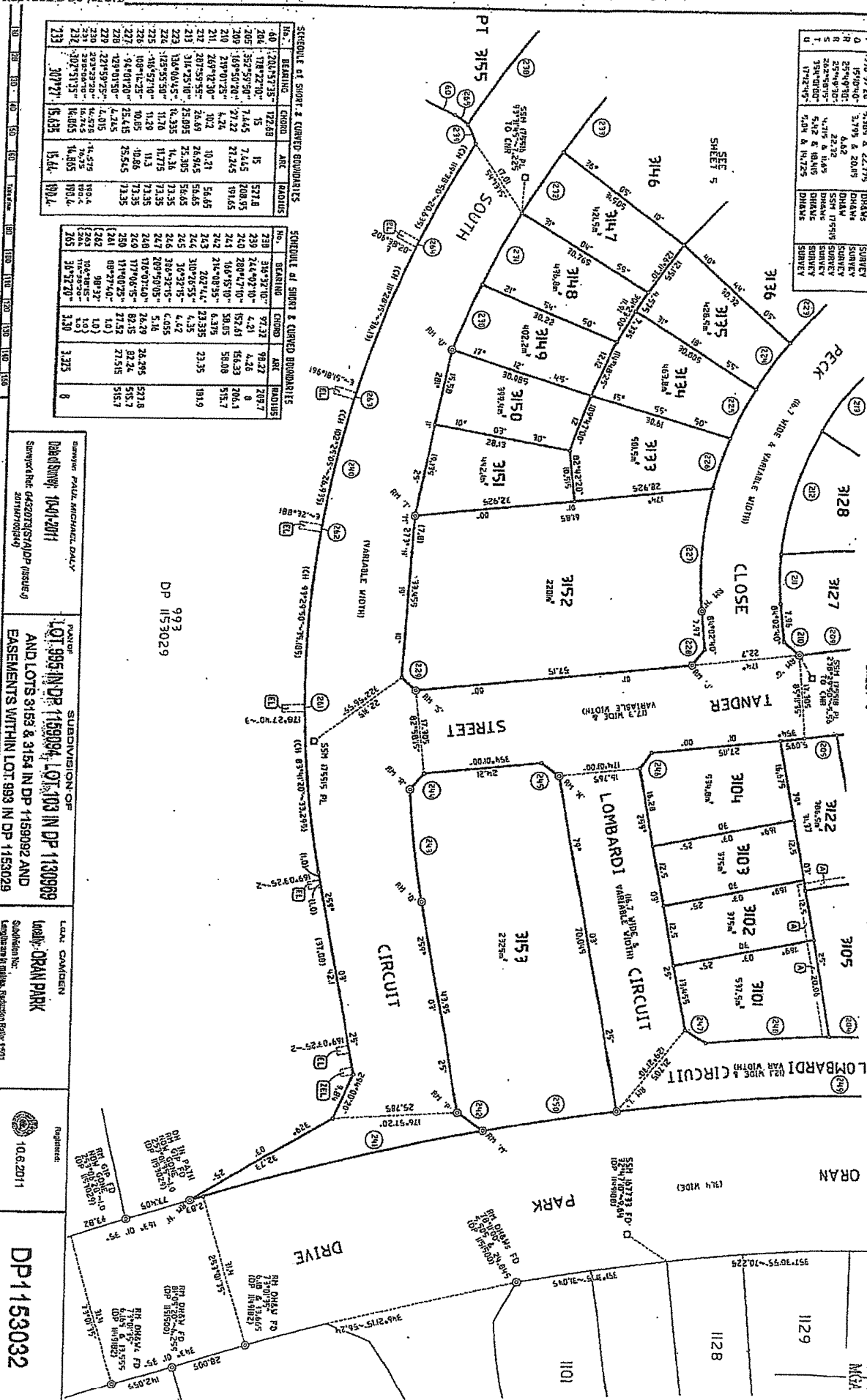
SCHEDULE of REFERENCE MARKS

No.	BEARING	DISTANCE	TYPE	ORIGIN
A	340°25'	6.625	DRUM	SURVEY
B	43°47'35"	10.285	DRUM	SURVEY
C	140°25'	3.36 & 13.2	SURVEY	SURVEY
D	254°19'45"	4.095 & 11.47	DRUM	SURVEY
E	254°19'45"	5.01 & 12.085	DRUM	SURVEY
F	254°19'45"	7.37 & 12.845	DRUM	SURVEY
G	284°19'45"	4.925 & 11.465	DRUM	SURVEY



ACREAGE OF SLOPE & CURVED BODILANDS			
No.	BEARING	ACR.	MOON.
46	178°22'00"	122.88	
47	174°37'35"		571.6
48	159°59'30"	72.44	
49	165°40'00"	74.55	
50	249°00'30"	4.74	
51	249°00'30"	4.74	
52	269°42'30"	0.72	
53	281°59'55"	26.69	
54	314°25'00"	25.05	
55	183°06'45"	18.35	
56	185°27'00"	18.35	
57	185°27'00"	18.35	
58	181°42'35"	10.49	
59	194°00'00"	4.74	
60	194°00'00"	4.74	
61	194°00'00"	4.74	
62	194°00'00"	4.74	
63	194°00'00"	4.74	
64	194°00'00"	4.74	
65	194°00'00"	4.74	
66	194°00'00"	4.74	
67	194°00'00"	4.74	
68	194°00'00"	4.74	
69	194°00'00"	4.74	
70	194°00'00"	4.74	
71	194°00'00"	4.74	
72	194°00'00"	4.74	
73	194°00'00"	4.74	
74	194°00'00"	4.74	
75	194°00'00"	4.74	
76	194°00'00"	4.74	
77	194°00'00"	4.74	
78	194°00'00"	4.74	
79	194°00'00"	4.74	
80	194°00'00"	4.74	
81	194°00'00"	4.74	
82	194°00'00"	4.74	
83	194°00'00"	4.74	
84	194°00'00"	4.74	
85	194°00'00"	4.74	
86	194°00'00"	4.74	
87	194°00'00"	4.74	
88	194°00'00"	4.74	
89	194°00'00"	4.74	
90	194°00'00"	4.74	
91	194°00'00"	4.74	
92	194°00'00"	4.74	
93	194°00'00"	4.74	
94	194°00'00"	4.74	
95	194°00'00"	4.74	
96	194°00'00"	4.74	
97	194°00'00"	4.74	
98	194°00'00"	4.74	
99	194°00'00"	4.74	
100	194°00'00"	4.74	

No.	BEARING	CHORD	ARE.	RAIUS
238	316-32-10"	97.21	98.22	209.77
239	314-30-12"	96.32	97.31	209.77
240	312-28-10"	95.43	96.42	209.77
241	310-26-10"	94.54	95.53	209.77
242	308-24-10"	93.65	94.64	209.77
243	306-22-10"	92.76	93.75	209.77
244	304-20-10"	91.87	92.86	209.77
245	302-18-10"	90.98	91.97	209.77
246	300-16-10"	90.09	91.08	209.77
247	298-14-10"	89.20	90.19	209.77
248	296-12-10"	88.31	89.30	209.77
249	294-10-10"	87.42	88.41	209.77
250	292-8-10"	86.53	87.52	209.77
251	290-6-10"	85.64	86.63	209.77
252	288-4-10"	84.75	85.74	209.77
253	286-2-10"	83.86	84.85	209.77
254	284-0-10"	82.97	83.96	209.77
255	282-0-10"	82.08	83.07	209.77
256	280-0-10"	81.19	82.18	209.77
257	278-0-10"	80.30	81.29	209.77
258	276-0-10"	79.41	80.40	209.77
259	274-0-10"	78.52	79.51	209.77
260	272-0-10"	77.63	78.62	209.77
261	270-0-10"	76.74	77.73	209.77
262	268-0-10"	75.85	76.84	209.77
263	266-0-10"	74.96	75.95	209.77
264	264-0-10"	74.07	75.06	209.77
265	262-0-10"	73.18	74.17	209.77
266	260-0-10"	72.29	73.28	209.77
267	258-0-10"	71.40	72.39	209.77
268	256-0-10"	70.51	71.50	209.77
269	254-0-10"	69.62	70.61	209.77
270	252-0-10"	68.73	69.72	209.77
271	250-0-10"	67.84	68.83	209.77
272	248-0-10"	66.95	67.94	209.77
273	246-0-10"	66.06	67.05	209.77
274	244-0-10"	65.17	66.16	209.77
275	242-0-10"	64.28	65.27	209.77
276	240-0-10"	63.39	64.38	209.77
277	238-0-10"	62.50	63.49	209.77
278	236-0-10"	61.61	62.60	209.77
279	234-0-10"	60.72	61.71	209.77
280	232-0-10"	59.83	60.82	209.77
281	230-0-10"	58.94	59.93	209.77
282	228-0-10"	58.05	59.04	209.77
283	226-0-10"	57.16	58.15	209.77
284	224-0-10"	56.27	57.26	209.77
285	222-0-10"	55.38	56.37	209.77
286	220-0-10"	54.49	55.48	209.77
287	218-0-10"	53.60	54.59	209.77
288	216-0-10"	52.71	53.70	209.77
289	214-0-10"	51.82	52.81	209.77
290	212-0-10"	50.93	51.92	209.77
291	210-0-10"	50.04	51.03	209.77
292	208-0-10"	49.15	50.14	209.77
293	206-0-10"	48.26	49.25	209.77
294	204-0-10"	47.37	48.36	209.77
295	202-0-10"	46.48	47.47	209.77
296	200-0-10"	45.59	46.58	209.77
297	198-0-10"	44.70	45.69	209.77
298	196-0-10"	43.81	44.80	209.77
299	194-0-10"	42.92	43.91	209.77
300	192-0-10"	42.03	43.02	209.77
301	190-0-10"	41.14	42.13	209.77
302	188-0-10"	40.25	41.24	209.77
303	186-0-10"	39.36	40.35	209.77
304	184-0-10"	38.47	39.46	209.77
305	182-0-10"	37.58	38.57	209.77
306	180-0-10"	36.69	37.68	209.77
307	178-0-10"	35.80	36.79	209.77
308	176-0-10"	34.91	35.90	209.77
309	174-0-10"	34.02	35.01	209.77
310	172-0-10"	33.13	34.12	209.77
311	170-0-10"	32.24	33.23	209.77
312	168-0-10"	31.35	32.34	209.77
313	166-0-10"	30.46	31.45	209.77
314	164-0-10"	29.57	30.56	209.77
315	162-0-10"	28.68	29.67	209.77
316	160-0-10"	27.79	28.78	209.77
317	158-0-10"	26.90	27.89	209.77
318	156-0-10"	26.01	27.00	209.77
319	154-0-10"	25.12	26.11	209.77
320	152-0-10"	24.23	25.22	209.77
321	150-0-10"	23.34	24.33	209.77
322	148-0-10"	22.45	23.44	209.77
323	146-0-10"	21.56	22.55	209.77
324	144-0-10"	20.67	21.66	209.77
325	142-0-10"	19.78	20.77	209.77
326	140-0-10"	18.89	19.88	209.77
327	138-0-10"	18.00	18.99	209.77
328	136-0-10"	17.11	18.10	209.77
329	134-0-10"	16.22	17.21	209.77
330	132-0-10"	15.33	16.32	209.77
331	130-0-10"	14.44	15.43	209.77
332	128-0-10"	13.55	14.54	209.77
333	126-0-10"	12.66	13.65	209.77
334	124-0-10"	11.77	12.76	209.77
335	122-0-10"	10.88	11.87	209.77
336	120-0-10"	9.99	10.98	209.77
337	118-0-10"	9.10	10.09	209.77
338	116-0-10"	8.21	9.20	209.77
339	114-0-10"	7.32	8.31	209.77
340	112-0-10"	6.43	7.42	209.77
341	110-0-10"	5.54	6.53	209.77
342	108-0-10"	4.65	5.64	209.77
343	106-0-10"	3.76	4.75	209.77
344	104-0-10"	2.87	3.86	209.77
345	102-0-10"	1.98	2.97	209.77
346	100-0-10"	1.09	2.08	209.77
347	98-0-10"	0.20	1.19	209.77
348	96-0-10"	0.31	0.30	209.77
349	94-0-10"	0.42	0.41	209.77
350	92-0-10"	0.53	0.52	209.77
351	90-0-10"	0.64	0.63	209.77
352	88-0-10"	0.75	0.74	209.77
353	86-0-10"	0.86	0.85	209.77
354	84-0-10"	0.97	0.96	209.77
355	82-0-10"	1.08	1.07	209.77
356	80-0-10"	1.19	1.18	209.77
357	78-0-10"	1.30	1.29	209.77
358	76-0-10"	1.41	1.40	209.77
359	74-0-10"	1.52	1.51	209.77
360	72-0-10"	1.63	1.62	209.77
361	70-0-10"	1.74	1.73	209.77
362	68-0-10"	1.85	1.84	209.77
363	66-0-10"	1.96	1.95	209.77
364	64-0-10"	2.07	2.06	209.77
365	62-0-10"	2.18	2.17	209.77
366	60-0-10"	2.29	2.28	209.77
367	58-0-10"	2.40	2.39	209.77
368	56-0-10"	2.51	2.50	209.77
369	54-0-10"	2.62	2.61	209.77
370	52-0-10"	2.73	2.72	209.77
371	50-0-10"	2.84	2.83	209.77
372	48-0-10"	2.95	2.94	209.77
373	46-0-10"	3.06	3.05	209.77
374	44-0-10"	3.17	3.16	209.77
375	42-0-10"	3.28	3.27	209.77
376	40-0-10"	3.39	3.38	209.77
377	38-0-10"	3.50	3.49	209.77
378	36-0-10"	3.61	3.60	209.77
379	34-0-10"	3.72	3.71	209.77
380	32-0-10"	3.83	3.82	209.77
381	30-0-10"	3.94	3.93	209.77
382	28-0-10"	4.05	4.04	209.77
383	26-0-10"	4.16	4.15	209.77
384	24-0-10"	4.27	4.26	209.77
385	22-0-10"	4.38	4.37	209.77
386	20-0-10"	4.49	4.48	209.77
387	18-0-10"	4.60	4.59	209.77
388	16-0-10"	4.71	4.70	209.77
389	14-0-10"	4.82	4.81	209.77
390	12-0-10"	4.93	4.92	209.77
391	10-0-10"	5.04	5.03	209.77
392	8-0-10"	5.15	5.14	209.77
393	6-0-10"	5.26	5.25	209.77
394	4-0-10"	5.37	5.36	209.77
395	2-0-10"	5.48	5.47	209.77
396	0-0-10"	5.59	5.58	209.77
397	340-0-10"	5.70	5.69	209.77
398	338-0-10"	5.81	5.80	209.77
399	336-0-10"	5.92	5.91	209.77
400	334-0-10"	6.03	6.02	209.77
401	332-0-10"	6.14	6.13	209.77
402	330-0-10"	6.25	6.24	209.77
403	328-0-10"	6.36	6.35	209.77
404	326-0-10"	6.47	6.46	209.77
405	324-0-10"	6.58	6.57	209.77
406	322-0-10"	6.69	6.68	209.77
407	320-0-10"	6.80	6.79	209.77
408	318-0-10"	6.91	6.90	209.77
409	316-0-10"	7.02	7.01	209.77
410	314-0-10"	7.13	7.12	209.77
411	312-0-10"	7.24	7.23	209.77
412	310-0-10"	7.35	7.34	209.77
413	308-0-10"	7.46	7.45	209.77
414	306-0-10"	7.57	7.56	209.77
415	304-0-10"	7.68	7.67	209.77
416	302-0-10"	7.79	7.78	209.77
417	300-0-10"	7.90	7.89	209.77
418	298-0-10"	8.01	8.00	209.77
419	296-0-10"	8.12	8.11	209.77
420	294-0-10"	8.23	8.22	209.77
421	292-0-10"	8.34	8.33	209.77
422	290-0-10"	8.45	8.44	209.77
423	288-0-10"	8.56	8.55	209.77
424	286-0-10"	8.67	8.66	209.77
425	284-0-10"	8.78	8.77	209.77
426	282-0-10"	8.89	8.88	209.77
427	280-0-10"	9.00	8.99	209.77
428	278-0-10"	9.11	9.10	209.77
429	276-0-10"	9.22	9.21	209.77
430	274-0-10"	9.33	9.32	209.77
431	272-0-10"	9.44	9.43	209.77
432	270-0-10"	9.55	9.54	209.77
433	268-0-10"	9.66	9.65	209.77
434	266-0-10"	9.77	9.76	209.77
435	264-0-10"	9.88	9.87	209.77
436	262-0-10"	9.99	9.98	209.77
437	260-0-10"	10.10	10.09	209.77
438	258-0-10"	10.21	10.20	209.77
439	256-0-10"	10.32	10.31	209.77
440	254-0-10"	10.43	10.42	209.77
441	252-0-10"	10.54	10.53	209.77
442	250-0-10"	10.65	10.64	209.77
443	248-0-10"	10.76	10.75	209.77
444	246-0-10"	10.87	10.86	209.77
445	244-0-10"	10.98	10.97	209.77
446	242-0-10"	11.09	11.08	209.77
447	240-0-10"	11.20	11.19	209.77
448	238-0-10"	11.31	11.30	209.77
449	236-0-10"	11.42	11.41	209.77
450	234-0-10"	11.53	11.52	209.77
451	232-0-10"	11.64	11.63	209.77
452	230-0-10"	11.75	11.74	209.77
453	228-0-10"	11.86	11.85	209.77
454	226-0-10"	11.97	11.96	209.77
455	224-0-10"	12.08	12.07	209.77
456	222-0-10"	12.19	12.18	209.77
457	220-0-10"	12.30	12.29	209.77
458	218-0-10"	12.41	12.40	209.77
459	216-0-10"	12.52	12.51	209.77
460	214-0-10"	12.63	12.62	209.77
461	212-0-10"	12.74	12.73	209.77
462	210-0-10"	12.85	12.84	



A EASEMENT TO DRAIN WATER 1/2 WIDE  
 (E) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE  
 (E) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 057028V)  
 1/2" W. RESTRICTION ON THE USE OF LAND

DIVERSITY: PAUL MICHAEL DALY  
 Deaf(Smry): 10-01-2011  
 Surveyor's Ref: 0432013(STA)DP (ISSUE:  
 2011M7103144)

PART SUBDIVISION OF  
LOT 995 IN DP 1159094, LOT 103 IN DP 1130966  
AND LOTS 3153 & 3154 IN DP 1159092 AND  
EASEMENTS WITHIN LOT 993 IN DP 1153029

Loc.: CAMDEN  
Locality: ORAN PARK  
Subdivision No.:  
Landscape and in situ. Redwood Park 1-5000

Registered:  
10.6.2

DP1153032



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

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

IT IS INTENDED TO DEDICATE:

LOMBARDI CIRCUIT, PECK CLOSE, SOUTH CIRCUIT  
AND TANDER STREET TO THE PUBLIC AS PUBLIC ROAD

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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


P. M. W. G.  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council  
Date of Endorsement: 6th May 2011  
Accreditation no: .....  
Subdivision Certificate no: 16/2011  
File no: DA 1435/2009

\* Strike through inapplicable parts.

Office Use Only

DP1153032

Registered:  10.6.2011  
Title System: TORRENS  
Purpose: SUBDIVISION

Office Use Only

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

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

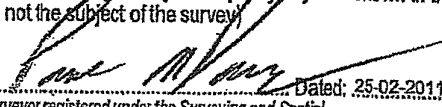
County: CUMBERLAND

Surveying Certificate

I PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN  
a surveyor registered under the Surveying and Spatial Information Act,  
2002, certify that the survey represented in this plan is accurate, has  
been made in accordance with the Surveying and Spatial Information  
Regulation, 2006 and was completed on: 10-01-2011

The survey relates to  
LOTS 3101 TO 3154

PART LOT 3100 AND PART LOT 3155 COMPILED  
(specify the land actually surveyed or specify any land shown in the  
plan that is not the subject of the survey)

Signature:  Dated: 25-02-2011  
Surveyor registered under the Surveying and Spatial  
Information Act 2002

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

Plans used in the preparation of survey/compilation

DP 1130969	DP 1153030
DP 1149172	DP 1153031
DP 1149182	DP 1159092
DP 1149188	DP 1159094
DP 1149191	
DP 1151500	
DP 1153029	

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

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF

SUBDIVISION OF

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

Office Use Only

DP1153032

Registered:  10.6.2011

Office Use Only

Subdivision Certificate No: 18/2011

Date of Endorsement: 6th May 2011

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature:



Signature:



Print Name:

Mark Perich

Print Name:

RALPH BRUCE

Office Held

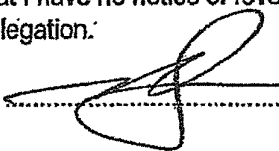
Lot A Book 4586 No. 436  
23/3/10

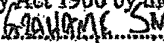
Office Held

Ref 4586/436. Dtd 23/3/2010

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

Signature:



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


(Signature)

Tier Three Attorney

By executing this instrument the attorney  
states that the attorney has received no  
notice of the revocation of the power of  
attorney.

I certify that the attorney for the Mortgagee  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

Signature of witness: KATHLEEN FOX

Name of witness: 

Address of witness: Level 29, 275 Kent St  
Sydney NSW 2000

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

(Sheet 1 of 10 Sheets)

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,  
 Lot 103 in DP 1130969 and  
 Lots 3153 & 3154 in DP 1159092 and Easements  
 within Lot 993 in DP 1153029  
 covered by Subdivision Certificate No. 1435/2009

Full name and address of  
 the owner of the land

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

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 Wide (A)	3101 3102 3109 3114 3115 3116 3119 3120 3121 3122 3130 3131 3132 3141 3142 3143 3144	3102, 3118, 3119, 3120, 3121, 3122 3118, 3119, 3120, 3121, 3122 3114, 3115, 3116, 3117 3115, 3116, 3117 3116, 3117 3117 3118 3118, 3119 3118, 3119, 3120 3118, 3119, 3120, 3121 3131, 3132, Part Lot 3154 Designated WA2 3132, Part Lot 3154 Designated WA2 Part Lot 3154 Designated WA2 Part Lot 3154 Designated WA1 3141, Part Lot 3154 Designated WA1 3141, 3142, Part Lot 3154 Designated WA1 3141, 3142, 3143, Part Lot 3154. Designated WA1
2	Easement for Underground Cables and Street Lighting Equipment 1 wide (EL)	Lot 993 in DP 1153029	Endeavour Energy
3	Easement for Padmount Substation 2.75 Wide (F)	3127	Endeavour Energy

(Sheet 2 of 10 Sheets)

Plan: **DP1153032**

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

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4	Restriction on the Use of Land (G)(H)	Part Lots 3126 & 3127	Endeavour Energy
5	Restriction on the Use of Land 1.4 wide (K)	Part Lots 3110, 3111, 3112	Camden Council
6	Restriction on the Use of Land 1.8 wide (K1)	Part Lots 3110, 3111, 3112	Camden Council
7	Restriction on the Use of Land	3101, 3105 to 3110 inclusive, 3141-3153 inclusive	Camden Council
8	Restriction on the Use of Land	3110, 3153	Camden Council
9	Restriction on the Use of Land	3152, 3153	Camden Council
10	Restriction on the Use of Land	Each lot	Camden Council
11	Restriction on the Use of Land	Each lot	Every other lot
12	Restriction on the Use of Land	Each lot except Lots 3152, 3153	Every other lot except Lots 3152, 3153
13	Positive Covenant 1.4 wide (V)	Part Lots 3110, 3111, 3112	Camden Council
14	Positive Covenant 1.8 wide (V1)	Part Lots 3110, 3111, 3112	Camden Council
15	Restriction on the use of land (RA)	Part 3155 (designated RA in the plan), 3100	Lot 16 in DP1153031

**PART 2 (Terms)**

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

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

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

**CAMDEN COUNCIL**



(Sheet 3 of 10 Sheets)

Plan: **DP1153032**

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

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

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

The terms of the easement for Underground Cables and Street Lighting Equipment as set out in Memorandum No.9262885 are incorporated in this document, with the addition of "and street lighting column and street light equipment" at the end of clause 5.3, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

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

**ENDEAVOUR ENERGY**

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

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

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

**ENDEAVOUR ENERGY**

### **Terms of restriction numbered 4 in the plan.**

- 1.0 No building shall be erected or permitted to remain within the restriction site designated (G) on the above plan unless:
  - 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
  - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire ratingand the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site designated (H) on the above plan.
- 4.0 Definitions:
  - 4.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
  - 4.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.

(Sheet 4 of 10 Sheets)

Plan: **DP1153032**

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

- 4.3 "erect" includes construct, install, build and maintain.
- 4.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

**ENDEAVOUR ENERGY**

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

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

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

**CAMDEN COUNCIL**

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

- (c) No alteration to the type, size or location of the retaining wall within, on or over the area designated K1 on the plan, existing at the time of registration of this plan, shall be permitted without the prior written consent of Camden Council.
- (d) No structure shall be permitted to be constructed within on or over the area designated 'K1' on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (c) No person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated K1 on the plan without the prior written consent of Camden Council.

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

**CAMDEN COUNCIL**

(Sheet 5 of 10 Sheets)

Plan: **DP1153032**

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

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

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

1. No dwelling shall be constructed or be permitted to be constructed on the lots hereby burdened unless:
  - (a) the dwelling design and footprint is consistent with "Appendix C Noise Modelling Results" plan identified as "TD029-09 – Oran Park Tranche 3 Stage 1 Subdivision" within the "Oran Park – Tranche 3 Stage 1 Road Traffic Noise Assessment Report, Prepared for Landcom, Prepared by Renzo Tonin & Associates, Ref No TD029-09F02 (Rev4) Tranche 3 Stage 1 Road Traffic Noise Assessment Report.Doc, Dated 31 March 2010." The front, rear, and side setbacks for all dwellings on the above lots must also be consistent with the "minimum" setbacks in accordance with the current Oran Park Development Control Plan. In addition, the principal private open space area must be located away from the road traffic noise source and comply with DECC's Environmental Criteria For Road Traffic Noise. Compliance with the above is to be demonstrated for each dwelling application.
  - (b) the dwelling layout, construction requirements and, window and door treatments are to be consistent with "Section 6 – Noise Control Treatment Recommendations" contained within the "Oran Park –Tranche 3 Stage 1 Road Traffic Noise Assessment Report, Prepared for Landcom, Prepared by Renzo Tonin & Associates, Ref No TD029-09F02 (Rev4) Tranche 3 Stage 1 Road Traffic Noise Assessment Report.Doc, Dated 31 March 2010." For the above lots, the internal noise levels contained within the current Oran Park Development Control Plan must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
  - (c) two layers of 13mm plasterboard must be used for the first ceiling to insulate against excessive road traffic noise.
  - (d) all facades identified may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure the BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirement is to be demonstrated for each dwelling application on the affected lots.
2. No fencing shall be erected on the lots hereby burdened unless:-
  - (a) such fencing shall be constructed of durable material
  - (b) such fencing between dwellings shall be 1.8m high
  - (c) in relation to Lots 3110 and 3153 such fencing constructed adjacent to the boundary immediately adjoining Oran Park Drive such fencing shall be 2.1m high along this entire boundary.

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

**CAMDEN COUNCIL**

*P. 1*

(Sheet 6 of 10 Sheets)

Plan: **DP1153032**

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

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

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

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

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

**CAMDEN COUNCIL**

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

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

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

**CAMDEN COUNCIL**

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

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

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

**CAMDEN COUNCIL**

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

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

(Sheet 7 of 10 Sheets)

Plan: **DP1153032**

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

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

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

NAME OF PERSON having the power to release, vary or modify the terms of the restriction numbered 11 in the plan.

**GREENFIELDS DEVELOPMENT COMPANY**

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

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

NAME OF PERSON having the power to release, vary or modify the terms of the restriction numbered 12 in the plan.

**GREENFIELDS DEVELOPMENT COMPANY**

**Terms of positive covenant numbered 13 in the plan.**

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

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

**CAMDEN COUNCIL**

**Terms of positive covenant numbered 14 in the plan.**

The land owners or their assigns must maintain the retaining wall and any associated fencing within, on or over the area designated V1 on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner. The extent of this positive covenant is limited to the area designated V1 on the plan.

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

**CAMDEN COUNCIL**

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(Sheet 8 of 10 Sheets)

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,  
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within Lot 993 in DP1153029  
covered by Subdivision Certificate No. 1435/2009

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

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

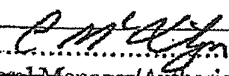
No activity in relation to aged care including inter alia, any accommodation for Seniors Living and any residential aged care facility under Senior Living SEPP shall occur on that part of the lot hereby burdened designated RA on the plan, PROVIDED THAT the restriction hereby created:

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

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

**THE REGISTERED PROPRIETOR OF THE BENEFITING LOT**

Approved by the Council of Camden

  
General Manager/Authorised Person

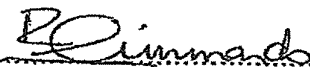
(Sheet 9 of 10 Sheets)

Plan: **DP1153032**

Plan of Subdivision of Lot 995 in DP 1159094,  
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within Lot 993 in DP1153029  
covered by Subdivision Certificate No. 1435/2009

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

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



Signature of witness

Raymond Simmonds

Name of witness

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148



Signature of attorney

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

(Sheet 10 of 10 Sheets)

Plan: **DP1153032**

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

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

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature: *Mark Perich*

Print Name: Mark Perich

Office Held: P of A 4586 No.836

Signature: *Ralph Bruce*

Print Name: Ralph Bruce

Office Held: P of A 4586 No.836

Signed by Greenfields Development Company Pty Ltd

Signature: *Mark Perich*

Print Name: Mark Perich

Office Held: P of A 4558 No.71

Signature: *Ralph Stuart Bruce*

Print Name: Ralph Stuart Bruce

Office Held: P of A 4558 No.71

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

Signature: *Matthew Beggs*

REGISTERED



10.6.2011

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

(Signature) *Matthew Beggs* Tier Three Attorney

By executing this instrument the attorney  
states that the attorney has received no  
notice of the revocation of the power of  
attorney.

I certify that the attorney for the Mortgagee  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

Signature of witness: KATHLEEN FOX

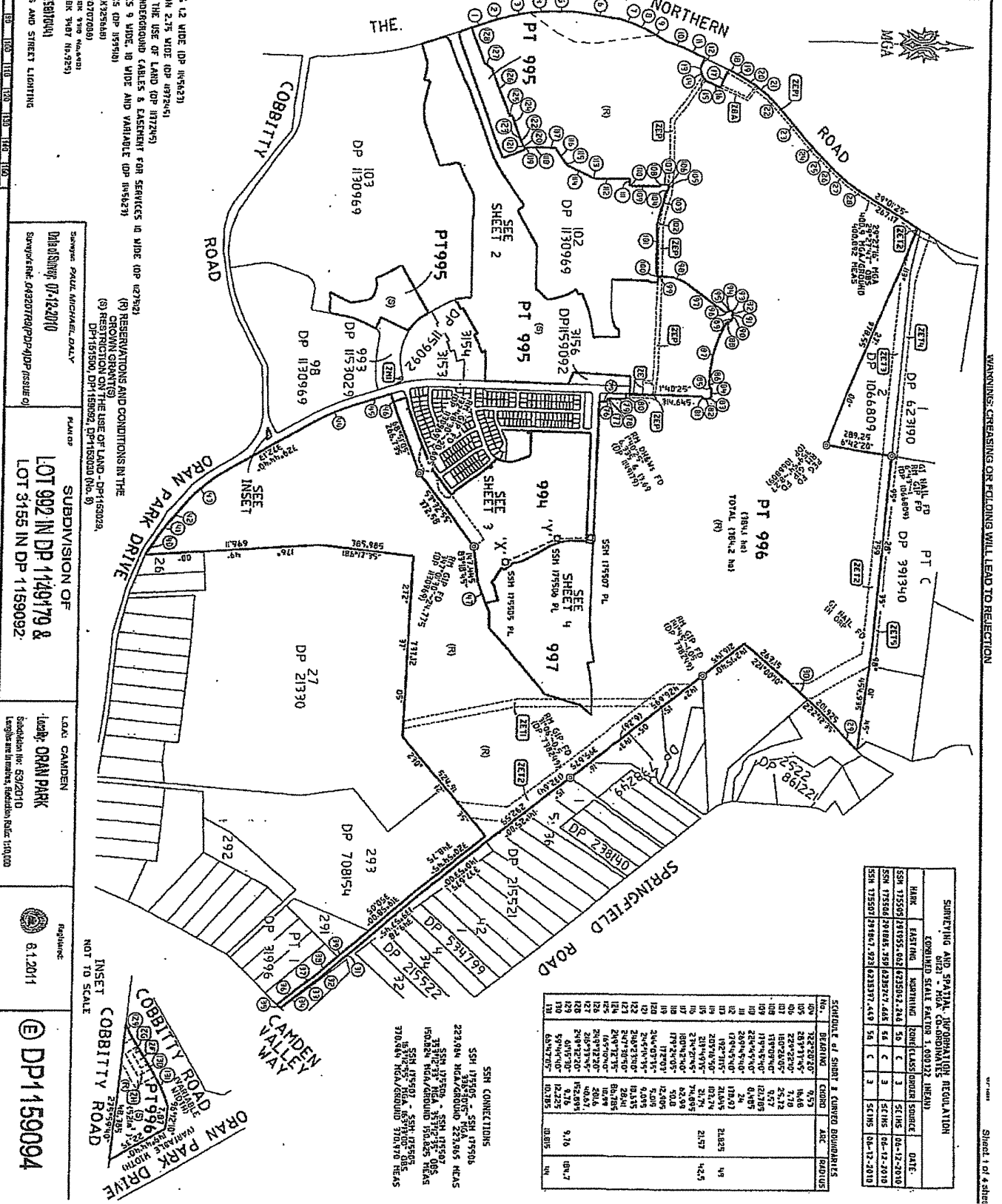
Name of witness: Kathleen Fox  
Address of witness: Level 29, 275 Kent St



WARNING: GREASING OR POLING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets

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199	349°05'	80.47		
200	349°05'	80.47		



WAKING: CHASING OR FOLDING WILL LEAD TO REJECTION

UT-111

CHART 2 OF 4 SHEET

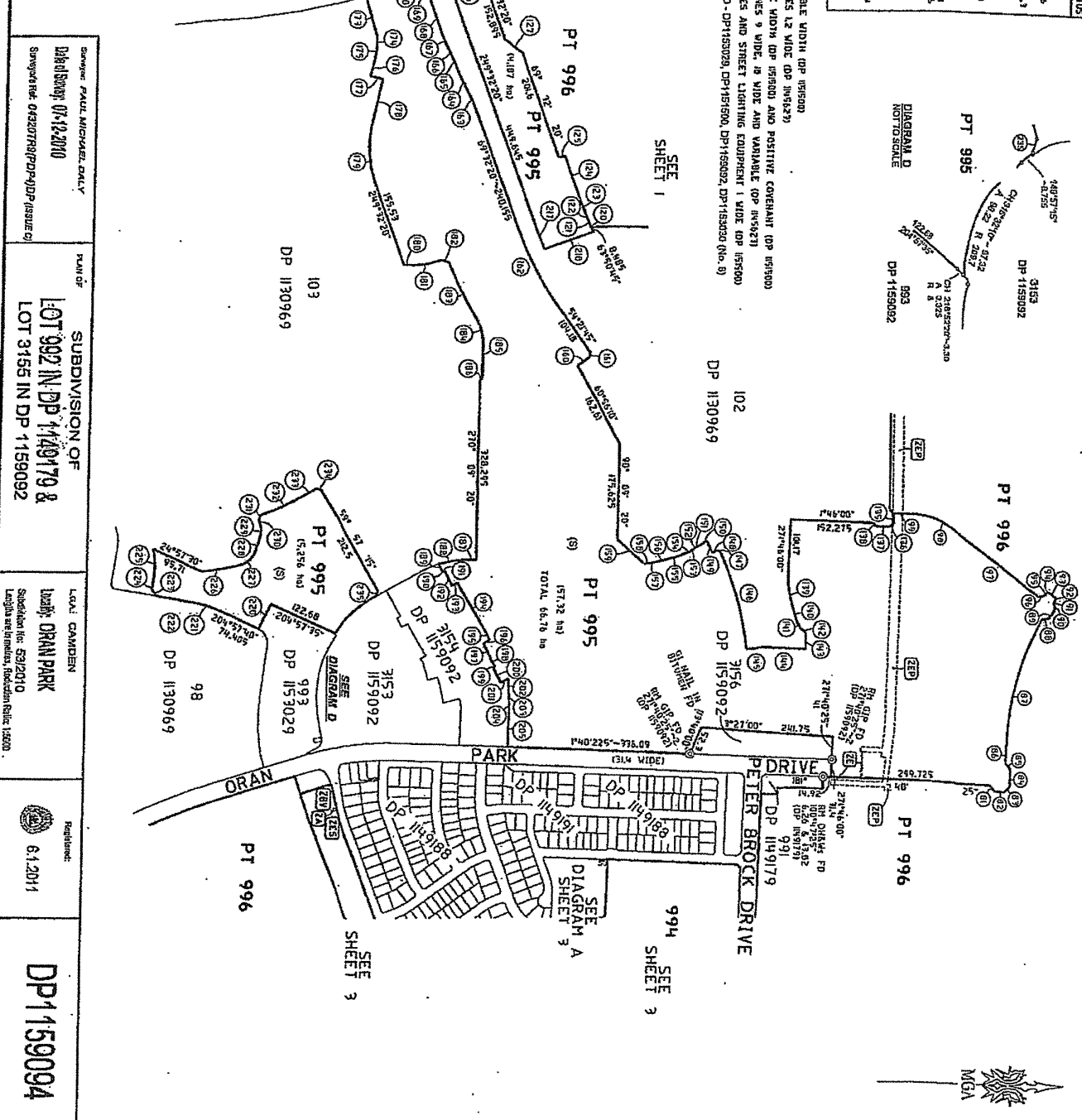
SCHEDULE OF SHOT & CORDED BOUNDARIES

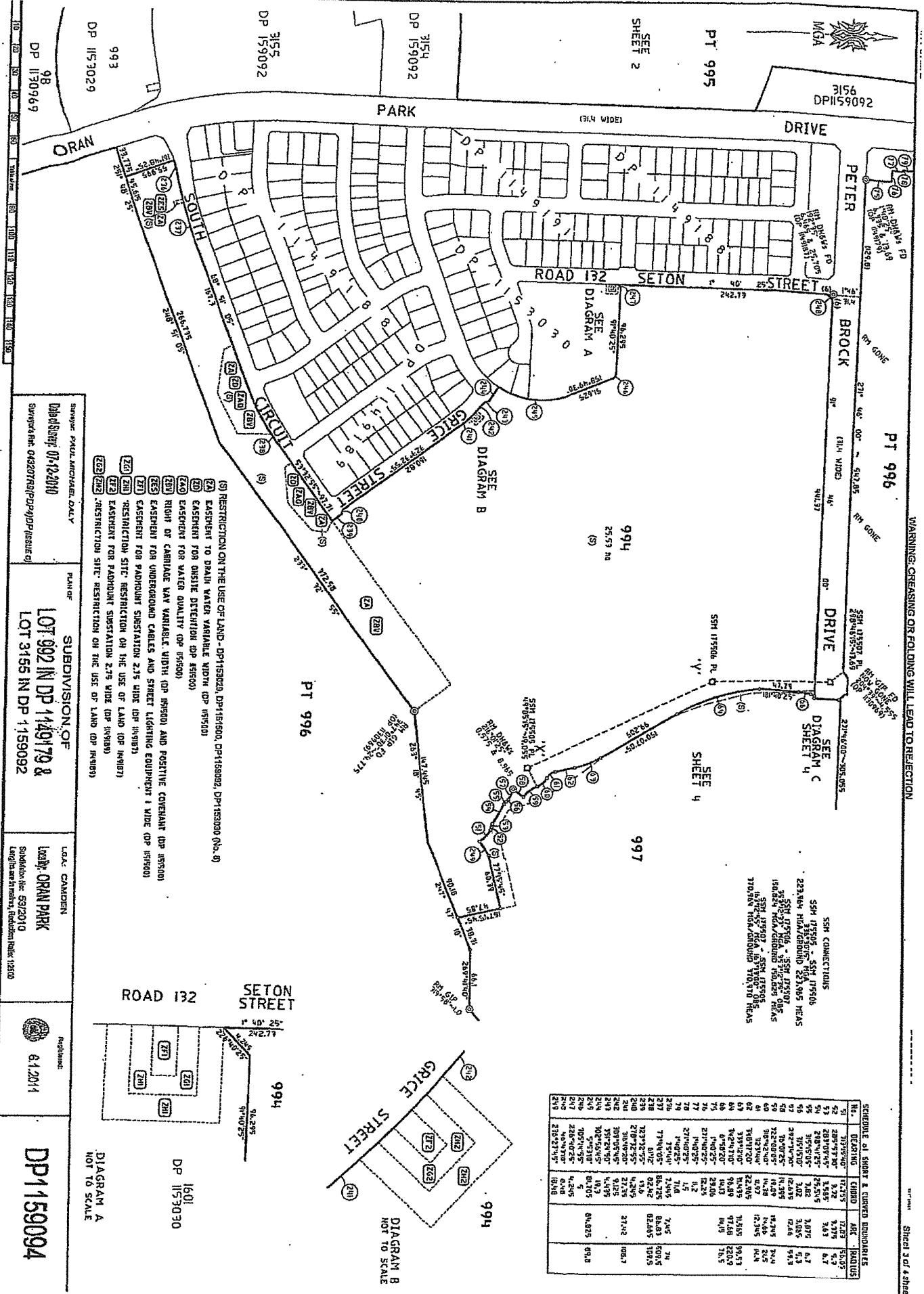
NO.	BEARING	CORDED	ARC	RADIUS
101	140°17'27"	19	14.555	
102	184°17'00"	19	14.555	
103	224°17'00"	19	14.555	
104	274°17'00"	19	14.555	
105	324°17'00"	19	14.555	
106	374°17'00"	19	14.555	
107	424°17'00"	19	14.555	
108	474°17'00"	19	14.555	
109	524°17'00"	19	14.555	
110	574°17'00"	19	14.555	
111	624°17'00"	19	14.555	
112	674°17'00"	19	14.555	
113	724°17'00"	19	14.555	
114	774°17'00"	19	14.555	
115	824°17'00"	19	14.555	
116	874°17'00"	19	14.555	
117	924°17'00"	19	14.555	
118	974°17'00"	19	14.555	
119	1024°17'00"	19	14.555	
120	1074°17'00"	19	14.555	
121	1124°17'00"	19	14.555	
122	1174°17'00"	19	14.555	
123	1224°17'00"	19	14.555	
124	1274°17'00"	19	14.555	
125	1324°17'00"	19	14.555	
126	1374°17'00"	19	14.555	
127	1424°17'00"	19	14.555	
128	1474°17'00"	19	14.555	
129	1524°17'00"	19	14.555	
130	1574°17'00"	19	14.555	
131	1624°17'00"	19	14.555	
132	1674°17'00"	19	14.555	
133	1724°17'00"	19	14.555	
134	1774°17'00"	19	14.555	
135	1824°17'00"	19	14.555	
136	1874°17'00"	19	14.555	
137	1924°17'00"	19	14.555	
138	1974°17'00"	19	14.555	
139	2024°17'00"	19	14.555	
140	2074°17'00"	19	14.555	
141	2124°17'00"	19	14.555	
142	2174°17'00"	19	14.555	
143	2224°17'00"	19	14.555	
144	2274°17'00"	19	14.555	
145	2324°17'00"	19	14.555	
146	2374°17'00"	19	14.555	
147	2424°17'00"	19	14.555	
148	2474°17'00"	19	14.555	
149	2524°17'00"	19	14.555	
150	2574°17'00"	19	14.555	
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152	2674°17'00"	19	14.555	
153	2724°17'00"	19	14.555	
154	2774°17'00"	19	14.555	
155	2824°17'00"	19	14.555	
156	2874°17'00"	19	14.555	
157	2924°17'00"	19	14.555	
158	2974°17'00"	19	14.555	
159	3024°17'00"	19	14.555	
160	3074°17'00"	19	14.555	
161	3124°17'00"	19	14.555	
162	3174°17'00"	19	14.555	
163	3224°17'00"	19	14.555	
164	3274°17'00"	19	14.555	
165	3324°17'00"	19	14.555	
166	3374°17'00"	19	14.555	
167	3424°17'00"	19	14.555	
168	3474°17'00"	19	14.555	
169	3524°17'00"	19	14.555	
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174	3774°17'00"	19	14.555	
175	3824°17'00"	19	14.555	
176	3874°17'00"	19	14.555	
177	3924°17'00"	19	14.555	
178	3974°17'00"	19	14.555	
179	4024°17'00"	19	14.555	
180	4074°17'00"	19	14.555	
181	4124°17'00"	19	14.555	
182	4174°17'00"	19	14.555	
183	4224°17'00"	19	14.555	
184	4274°17'00"	19	14.555	
185	4324°17'00"	19	14.555	
186	4374°17'00"	19	14.555	
187	4424°17'00"	19	14.555	
188	4474°17'00"	19	14.555	
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190	4574°17'00"	19	14.555	
191	4624°17'00"	19	14.555	
192	4674°17'00"	19	14.555	
193	4724°17'00"	19	14.555	
194	4774°17'00"	19	14.555	
195	4824°17'00"	19	14.555	
196	4874°17'00"	19	14.555	
197	4924°17'00"	19	14.555	
198	4974°17'00"	19	14.555	
199	5024°17'00"	19	14.555	
200	5074°17'00"	19	14.555	
201	5124°17'00"	19	14.555	
202	5174°17'00"	19	14.555	
203	5224°17'00"	19	14.555	
204	5274°17'00"	19	14.555	
205	5324°17'00"	19	14.555	

SCHEDULE OF SHOT & CORDED BOUNDARIES

NO.	BEARING	CORDED	ARC	RADIUS
206	5374°17'00"	19	14.555	
207	5424°17'00"	19	14.555	
208	5474°17'00"	19	14.555	
209	5524°17'00"	19	14.555	
210	5574°17'00"	19	14.555	
211	5624°17'00"	19	14.555	
212	5674°17'00"	19	14.555	
213	5724°17'00"	19	14.555	
214	5774°17'00"	19	14.555	
215	5824°17'00"	19	14.555	
216	5874°17'00"	19	14.555	
217	5924°17'00"	19	14.555	
218	5974°17'00"	19	14.555	
219	6024°17'00"	19	14.555	
220	6074°17'00"	19	14.555	
221	6124°17'00"	19	14.555	
222	6174°17'00"	19	14.555	
223	6224°17'00"	19	14.555	
224	6274°17'00"	19	14.555	
225	6324°17'00"	19	14.555	
226	6374°17'00"	19	14.555	
227	6424°17'00"	19	14.555	
228	6474°17'00"	19	14.555	
229	6524°17'00"	19	14.555	
230	6574°17'00"	19	14.555	
231	6624°17'00"	19	14.555	
232	6674°17'00"	19	14.555	
233	6724°17'00"	19	14.555	
234	6774°17'00"	19	14.555	
235	6824°17'00"	19	14.555	

NO.	BEARING	CORDED	ARC	RADIUS
101	140°17'27"	19	14.555	
102	184°17'00"	19	14.555	
103	224°17'00"	19	14.555	
104	274°17'00"	19	14.555	
105	324°17'00"	19	14.555	
106	374°17'00"	19	14.555	
107	424°17'00"	19	14.555	
108	474°17'00"	19	14.555	
109	524°17'00"	19	14.555	
110	574°17'00"	19	14.555	
111	624°17'00"	19	14.555	
112	674°17'00"	19	14.555	
113	724°17'00"	19	14.555	
114	774°17'00"	19	14.555	
115	824°17'00"	19	14.555	
116	874°17'00"	19	14.555	
117	924°17'00"	19	14.555	
118	974°17'00"	19	14.555	
119	1024°17'00"	19	14.555	
120	1074°17'00"	19	14.555	
121	1124°17'00"	19	14.555	
122	1174°17'00"	19	14.555	
123	1224°17'00"	19	14.555	
124	1274°17'00"	19	14.555	
125	1324°17'00"	19	14.555	
126	1374°17'00"	19	14.555	
127	1424°17'00"	19	14.555	
128	1474°17'00"	19	14.555	
129	1524°17'00"	19	14.555	
130	1574°17'00"	19	14.555	
131	1624°17'00"	19	14.555	
132	1674°17'00"	19	14.555	
133	1724°17'00"	19	14.555	
134	1774°17'00"	19	14.555	
135	1824°17'00"	19	14.555	
136	1874°17'00"	19	14.555	
137	1924°17'00"	19	14.555	
138	1974°17'00"	19	14.555	
139	2024°17'00"	19	14.555	
140	2074°17'00"	19	14.555	
141	2124°17'00"	19	14.555	
142	2174°17'00"	19	14.555	
143	2224°17'00"	19	14.555	
144	2274°17'00"	19	14.555	
145	2324°17'00"	19	14.555	
146	2374°17'00"	19	14.555	
147	2424°17'00"	19	14.555	
148	2474°17'00"	19	14.555	
149	2524°17'00"	19	14.555	
150	2574°17'00"	19	14.555	
151	2624°17'00"	19	14.555	
152	2674°17'00"	19	14.555	
153	2724°17'00"	19	14.555	
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157	2924°17'00"	19	14.555	
158	2974°17'00"	19	14.555	
159	3024°17'00"	19	14.555	
160	3074°17'00"	19	14.555	
161	3124°17'00"	19	14.555	
162	3174°17'00"	19	14.555	
163	3224°17'00"	19	14.555	
164	3274°17'00"	19	14.555	
165	3324°17'00"	19	14.555	
166	3374°17'00"	19	14.555	
167	3424°17'00"	19	14.555	
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172	3674°17'00"	19	14.555	
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176	3874°17'00"	19	14.555	
177	3924°17'00"	19	14.555	
178	3974°17'00"	19	14.555	
179	4024°17'00"	19	14.555	
180	4074°17'00"	19	14.555	
181	4124°17'00"	19	14.555	
182	4174°17'00"	19	14.555	
183	4224°17'00"	19	14.555	
184	4274°17'00"	19	14.555	
185	4324°17'00"	19	14.555	
186	4374°17'00"	19	14.555	
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189	4524°17'00"	19	14.555	
190	4574°17'00"	19	14.555	
191	4624°17'00"	19	14.555	
192	4674°17'00"	19	14.555	
193	4724°17'00"	19	14.555	
194	4774°17'00"	19	14.555	
195	4824°17'00"	19	14.555	
196	4874°17'00"	19	14.555	
197	4924°17'00"	19	14.555	
198	4974°17'00"	19	14.555	
199	5024°17'00"	19	14.555	
200	5074°17'00"	19	14.555	
201	5124°17'00"	19	14.555	
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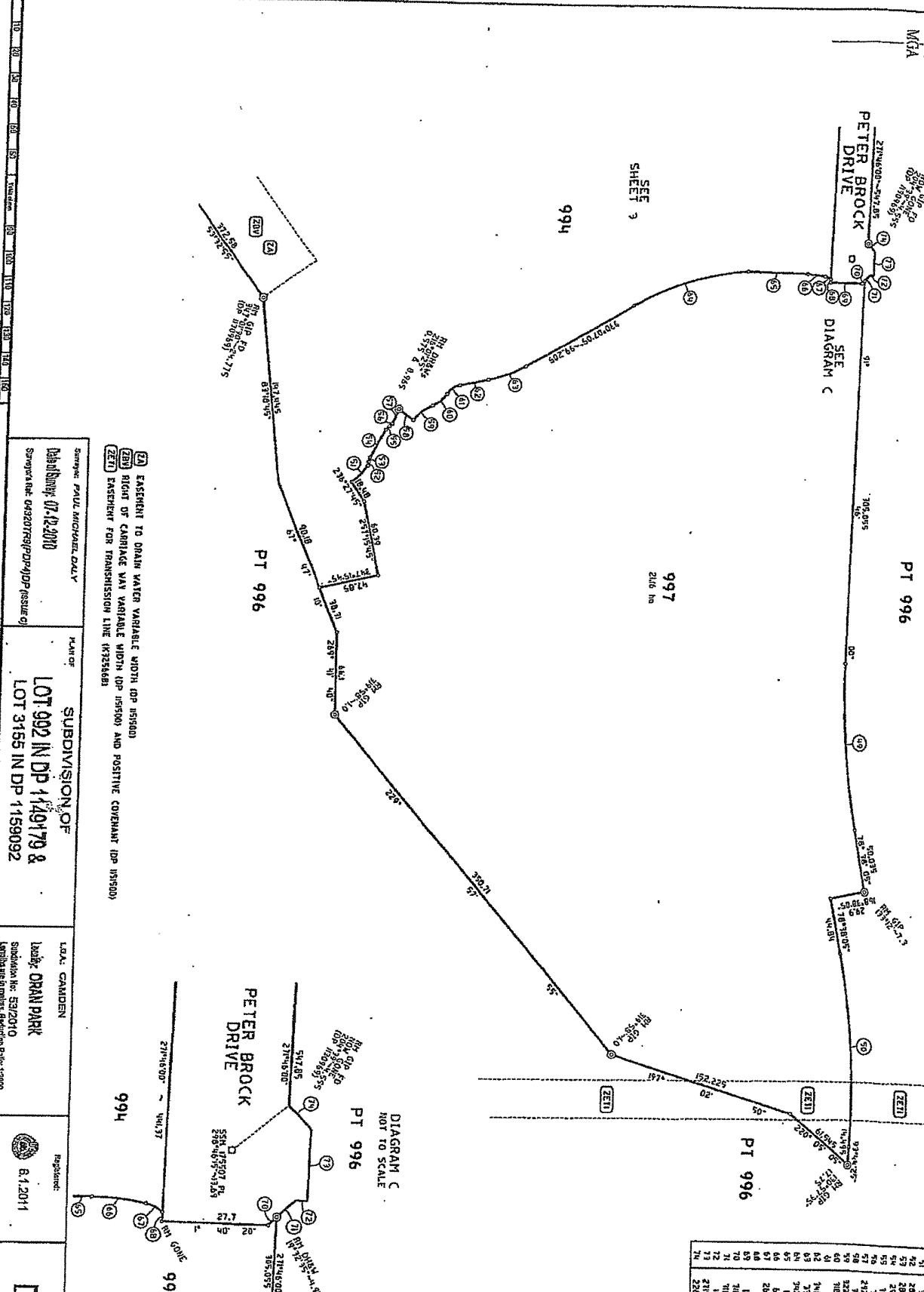






WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

DP1159094 Sheet 4 of 4



SCHEDULE OF SHORT & CURVED SUBORDINATES

No.	BEARING	CURVE	ARC	CHORD
46	85°02'	173.07	173.07	173.07
47	84°05'	173.14	173.14	173.14
48	83°08'	173.21	173.21	173.21
49	82°11'	173.28	173.28	173.28
50	81°14'	173.35	173.35	173.35
51	80°17'	173.42	173.42	173.42
52	79°20'	173.49	173.49	173.49
53	78°23'	173.56	173.56	173.56
54	77°26'	173.63	173.63	173.63
55	76°29'	173.70	173.70	173.70
56	75°32'	173.77	173.77	173.77
57	74°35'	173.84	173.84	173.84
58	73°38'	173.91	173.91	173.91
59	72°41'	173.98	173.98	173.98
60	71°44'	174.05	174.05	174.05
61	70°47'	174.12	174.12	174.12
62	69°50'	174.19	174.19	174.19
63	68°53'	174.26	174.26	174.26
64	67°56'	174.33	174.33	174.33
65	66°59'	174.40	174.40	174.40
66	66°02'	174.47	174.47	174.47
67	65°05'	174.54	174.54	174.54
68	64°08'	174.61	174.61	174.61
69	63°11'	174.68	174.68	174.68
70	62°14'	174.75	174.75	174.75
71	61°17'	174.82	174.82	174.82
72	60°20'	174.89	174.89	174.89
73	59°23'	174.96	174.96	174.96
74	58°26'	175.03	175.03	175.03

Subdivision of  
 LOT 992 IN DP 1159094 &  
 LOT 3156 IN DP 1159092

PAUL MICHAEL DALY  
 07/12/2010  
 Surveyor Reg. 043207/RegPDP (Issue 6)

Subdivision of  
 LOT 992 IN DP 1159094 &  
 LOT 3156 IN DP 1159092

LAUREN CAMDEN  
 03/20/2010  
 Land Registry Reg. 53/2010  
 Lengths are in meters, Area in Hectares

DP1159094

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. RESTRICTION ON THE USE OF LAND

DP1159094

Office Use Only

Registered:  6.1.2011

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

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

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

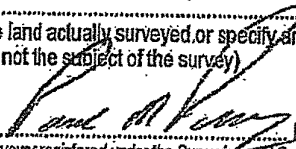
County: CUMBERLAND

Surveying Certificate

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

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

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

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

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

Plans used in the preparation of survey/compilation

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

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

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

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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


  
\*Authorised Person/General Manager/Accredited Certifier

Consent Authority: CAMDEN COUNCIL  
Date of Endorsement: 22 DEC 2010  
Accreditation no: .....  
Subdivision Certificate no: 53/2010  
File no: 041176/2010

\*Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

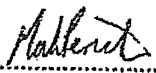
Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 992 IN DP 1149179 & LOT 3155 IN DP 1159092	Office Use Only <b>DP1159094</b>
	Registered:  6.1.2011 Office Use Only

Subdivision Certificate No: 53/2010

Date of Endorsement: 22 DEC 2010

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature: 

Print Name: Mark Perich

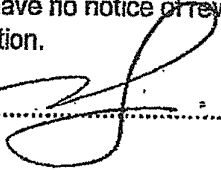
Office Held: PofA Book 4586  
No. 836

Signature: 

Print Name: Ralph Bruce

Office Held: PofA Book 4586 Book 836  
Regd 27/03/2010

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

Signature: 

ePlan

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

(Sheet 1 of 2 Sheets)

Plan: **DP1159094**

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

Full name and address of  
the owner of the land

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

**PART 1 (Creation)**

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

**PART 2 (Terms)**

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

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

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

**CAMDEN COUNCIL**

Approved by the Council of Camden

.....  
General Manager/Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

Plan: **DP1159094**

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



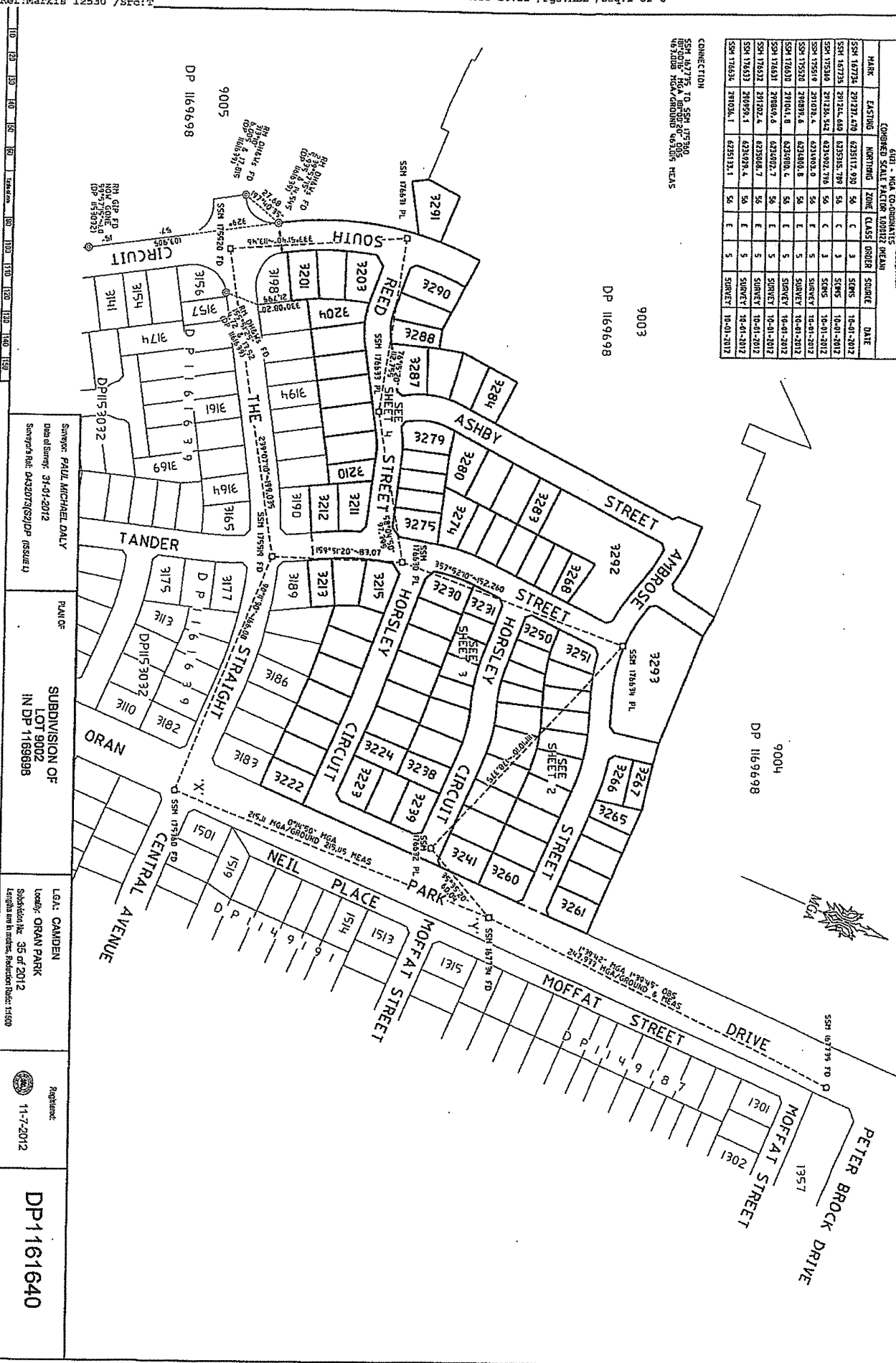
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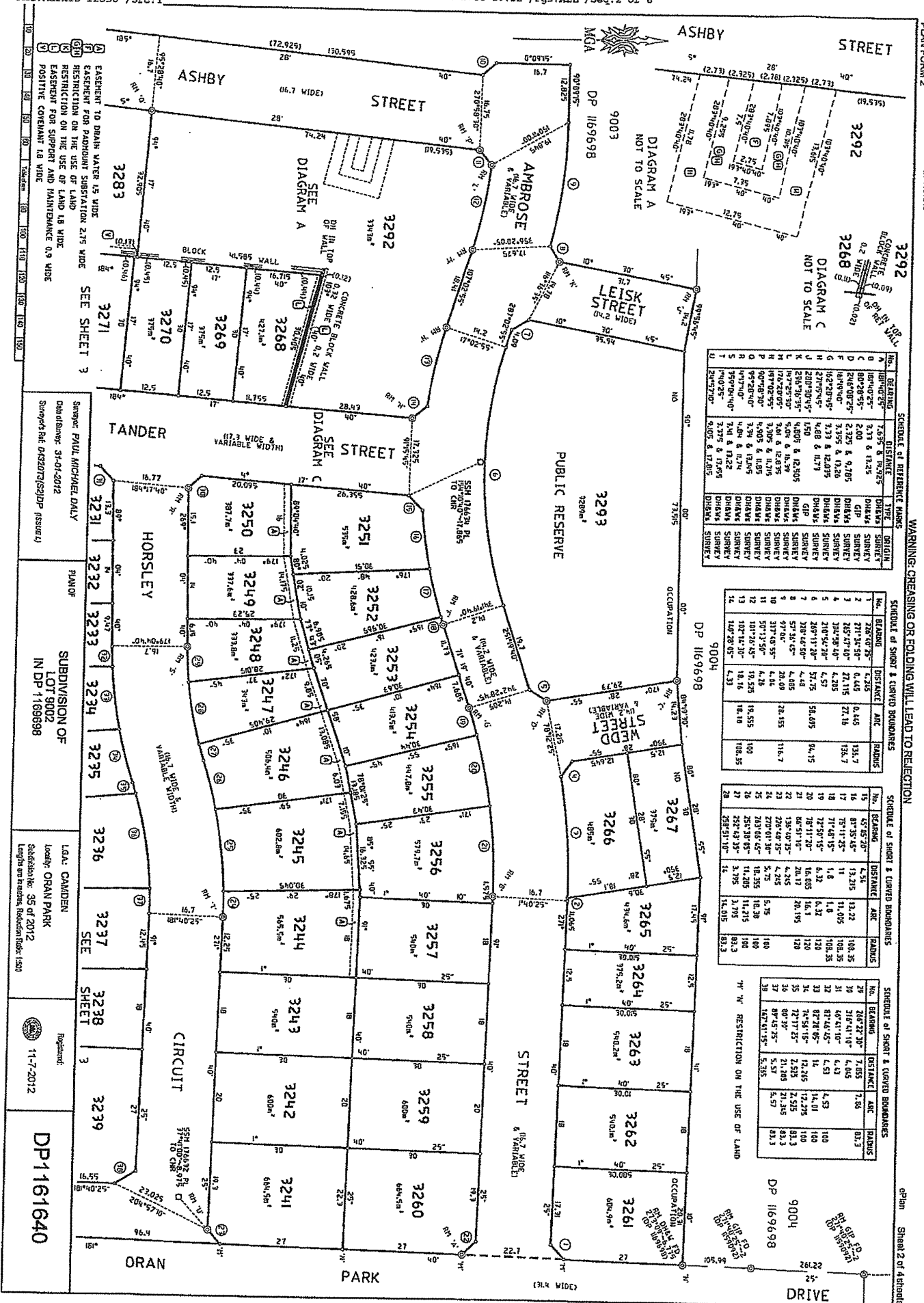
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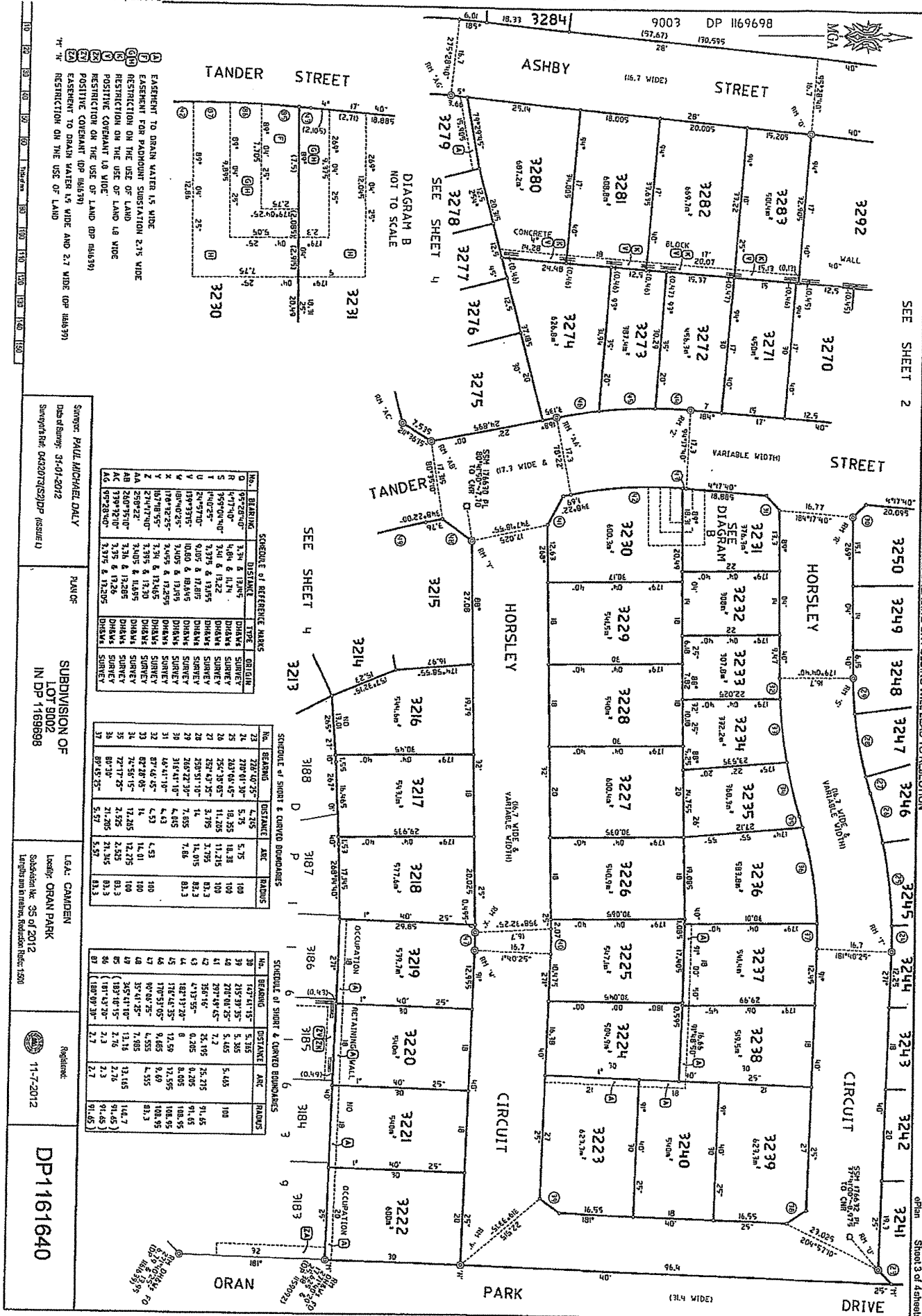


SOURCES OF STAFF AND PERSONNEL FOR THE REGION									
COMBINED SCALE FORTY-FOURTH REG.									
MARK	EXISTING	MORTGAGE	ZONE	CLASS	ORDER	SOURCE	DATE		
5584 16773A	29721.4.09	628117.939	56	4	5	5	16-01-2017		
5584 16773B	29721.4.09	628155.789	56	4	3	5	16-01-2017		
5584 16773C	29721.4.09	628155.789	56	4	3	5	16-01-2017		
5584 17353A	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353B	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353C	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353D	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353E	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353F	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353G	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353H	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353I	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353J	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353K	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353L	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353M	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353N	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353O	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353P	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353Q	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353R	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353S	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353T	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353U	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353V	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353W	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353X	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353Y	29721.4.542	629102.716	56	4	3	5	16-01-2017		
5584 17353Z	29721.4.542	629102.716	56	4	3	5	16-01-2017		

CONNECTION  
SSM 167735 TO SSM 175360  
181.0016° MAG 181.0020° DO5  
463.008 MAG/GROUND 463.015 MEAS







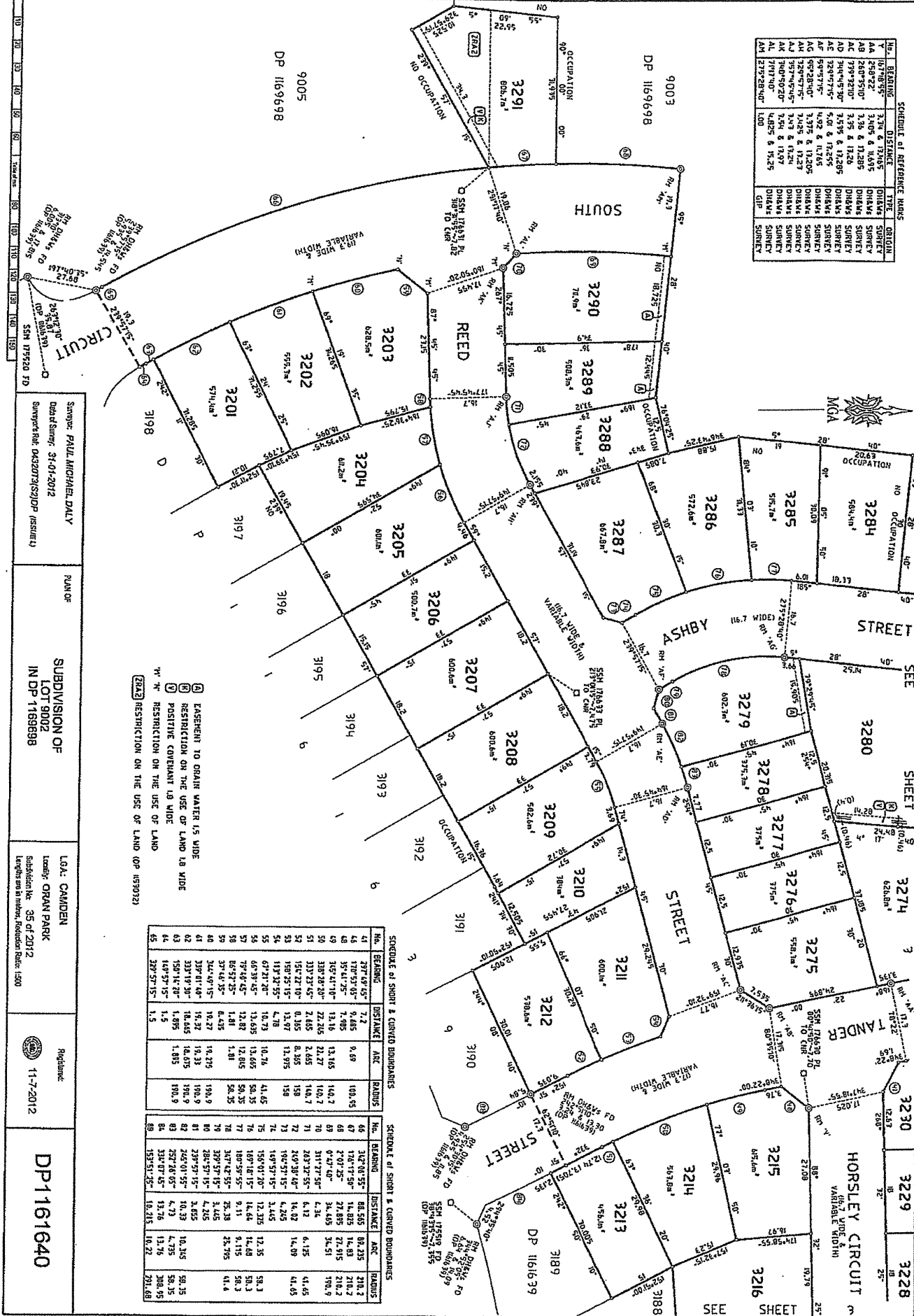
PLAN FORM 2

DP 1161640

WARNING: CREAKING OR FOLDING WILL LEAD TO REFLECTION

Sheet 4 of 4 sheets

NO.	BLANKING	DISTANCE	TYPE	ORIGIN
1	1078-55	3.74	1078-55	1078-55
2	1078-55	3.74	1078-55	1078-55
3	1078-55	3.74	1078-55	1078-55
4	1078-55	3.74	1078-55	1078-55
5	1078-55	3.74	1078-55	1078-55
6	1078-55	3.74	1078-55	1078-55
7	1078-55	3.74	1078-55	1078-55
8	1078-55	3.74	1078-55	1078-55
9	1078-55	3.74	1078-55	1078-55
10	1078-55	3.74	1078-55	1078-55
11	1078-55	3.74	1078-55	1078-55
12	1078-55	3.74	1078-55	1078-55
13	1078-55	3.74	1078-55	1078-55
14	1078-55	3.74	1078-55	1078-55
15	1078-55	3.74	1078-55	1078-55
16	1078-55	3.74	1078-55	1078-55
17	1078-55	3.74	1078-55	1078-55
18	1078-55	3.74	1078-55	1078-55
19	1078-55	3.74	1078-55	1078-55
20	1078-55	3.74	1078-55	1078-55
21	1078-55	3.74	1078-55	1078-55
22	1078-55	3.74	1078-55	1078-55
23	1078-55	3.74	1078-55	1078-55
24	1078-55	3.74	1078-55	1078-55
25	1078-55	3.74	1078-55	1078-55
26	1078-55	3.74	1078-55	1078-55
27	1078-55	3.74	1078-55	1078-55
28	1078-55	3.74	1078-55	1078-55
29	1078-55	3.74	1078-55	1078-55
30	1078-55	3.74	1078-55	1078-55
31	1078-55	3.74	1078-55	1078-55
32	1078-55	3.74	1078-55	1078-55
33	1078-55	3.74	1078-55	1078-55
34	1078-55	3.74	1078-55	1078-55
35	1078-55	3.74	1078-55	1078-55
36	1078-55	3.74	1078-55	1078-55
37	1078-55	3.74	1078-55	1078-55
38	1078-55	3.74	1078-55	1078-55
39	1078-55	3.74	1078-55	1078-55
40	1078-55	3.74	1078-55	1078-55
41	1078-55	3.74	1078-55	1078-55
42	1078-55	3.74	1078-55	1078-55
43	1078-55	3.74	1078-55	1078-55
44	1078-55	3.74	1078-55	1078-55
45	1078-55	3.74	1078-55	1078-55



NO.	BEARING	DISTANCE	ARC	RADIUS
1	297° 49' 45"	7.2	9.69	103.55
2	170° 51' 45"	1.685	13.165	144.2
3	105° 41' 10"	13.16	22.27	144.2
4	105° 41' 10"	22.27	2.645	158
5	154° 22' 10"	2.645	12.975	158
6	107° 21' 25"	4.78	10.76	41.65
7	67° 49' 45"	13.659	13.659	50.35
8	67° 49' 45"	13.659	12.805	50.35
9	67° 49' 45"	1.81	1.81	50.35
10	347° 42' 35"	10.719	19.33	193.9
11	347° 42' 35"	10.719	19.33	193.9
12	347° 42' 35"	10.719	19.33	193.9
13	347° 42' 35"	10.719	19.33	193.9
14	347° 42' 35"	10.719	19.33	193.9
15	347° 42' 35"	10.719	19.33	193.9
16	347° 42' 35"	10.719	19.33	193.9
17	347° 42' 35"	10.719	19.33	193.9
18	347° 42' 35"	10.719	19.33	193.9
19	347° 42' 35"	10.719	19.33	193.9
20	347° 42' 35"	10.719	19.33	193.9
21	347° 42' 35"	10.719	19.33	193.9
22	347° 42' 35"	10.719	19.33	193.9
23	347° 42' 35"	10.719	19.33	193.9
24	347° 42' 35"	10.719	19.33	193.9
25	347° 42' 35"	10.719	19.33	193.9
26	347° 42' 35"	10.719	19.33	193.9
27	347° 42' 35"	10.719	19.33	193.9
28	347° 42' 35"	10.719	19.33	193.9
29	347° 42' 35"	10.719	19.33	193.9
30	347° 42' 35"	10.719	19.33	193.9
31	347° 42' 35"	10.719	19.33	193.9
32	347° 42' 35"	10.719	19.33	193.9
33	347° 42' 35"	10.719	19.33	193.9
34	347° 42' 35"	10.719	19.33	193.9
35	347° 42' 35"	10.719	19.33	193.9
36	347° 42' 35"	10.719	19.33	193.9
37	347° 42' 35"	10.719	19.33	193.9
38	347° 42' 35"	10.719	19.33	193.9
39	347° 42' 35"	10.719	19.33	193.9
40	347° 42' 35"	10.719	19.33	193.9
41	347° 42' 35"	10.719	19.33	193.9
42	347° 42' 35"	10.719	19.33	193.9
43	347° 42' 35"	10.719	19.33	193.9
44	347° 42' 35"	10.719	19.33	193.9
45	347° 42' 35"	10.719	19.33	193.9

Survey: PAUL MICHAEL DALY  
 Date: 31-01-2012  
 Sample: R467662 (R467662) (R467662)

PLAN OF  
 SUBDIVISION OF  
 LOT 9002  
 IN DP 1169698

L.G.A. CAMDEN  
 Location: ORAN PARK  
 Subdivision No. 35 of 2012  
 Lengths are in meters, Reduction Ratio: 1:500

Regulation  
 11-7-2012  
 DP1161640

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR PADMOUNT SUBSTATION  
2.75 WIDE (F)
3. EASEMENT FOR SUPPORT AND MAINTENANCE  
0.9 WIDE (L)
4. RESTRICTION ON THE USE OF LAND (G) (H)
5. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. POSITIVE COVENANT 1.8 WIDE (V)

IT IS INTENDED TO RELEASE :

1. RIGHT OF CARRIAGE WAY VARIABLE WIDTH  
(CREATED BY DP 1169698)

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

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

A. Macgibbon  
\* Authorised Person / General Manager / Accredited Certifier

Consent Authority: Camden Council

Date of Endorsement: 29th June 2012

Accreditation no: .....

Subdivision Certificate no: 35 of 2012

File no: DA 787/2010

\* Strike through inapplicable parts.

Office Use Only

DP1161640

Registered:  11-7-2012

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF

SUBDIVISION OF  
LOT 9002  
IN DP 1169698

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK


County: CUMBERLAND

Survey Certificate

I, PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELL TOWN  
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: 31-01-2012

The survey relates to  
LOTS 3201 TO 3293

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

Signature:  Dated: 31-01-2012  
Surveyor registered under the Surveying and Spatial  
Information Act 2002

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

Plans used in the preparation of survey/compilation-

DP 1153032

DP 1159092

DP 1169698

DP 1161639

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 04320T3(S2)DP (ISSUE J)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF

SUBDIVISION OF  
LOT 9002  
IN DP 1169698

Office Use Only

DP1161640

Registered:



11-7-2012

Office Use Only

Subdivision Certificate No: 35 of 2012

Date of Endorsement: 29th June 2012

IT IS INTENDED TO DEDICATE AMBROSE STREET,  
ASHBY STREET, HORSLEY CIRCUIT, LEISK STREET,  
REED STREET, WEDD STREET AND THE  
EXTENSION TO SOUTH CIRCUIT AND TANDER  
STREET TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO CREATE LOT 3293 AS PUBLIC RESERVE.

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature:

*Mark Perich*

Signature:

*Ralph Bruce*

Print Name:

Mark Perich

Print Name:

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

Office Held

Director

Office Held

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 8 Sheets)

Plan: **DP1161640**

Plan of Subdivision of Lot 9002 in DP 1169698  
 covered by Subdivision Certificate No. 787/2010 *35/2012*

Full name and address of  
 the owner of the land

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

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	3219 3220 3221 3222 3223 3237 3238 3240 3244 3245 3246 3247 3248  3249  3250  3279 3289 3290	3218 3218, 3219 3218, 3219, 3220 3218, 3219, 3220, 3221 3236, 3237, 3238, 3240 3236 3236, 3237 3236, 3237, 3238 3243 3243, 3244 3243, 3244, 3245 3243, 3244, 3245, 3246 3243, 3244, 3245, 3246, 3247 3243, 3244, 3245, 3246, 3247, 3248 3243, 3244, 3245, 3246, 3247, 3248, 3249 3278 3288 3288, 3289
2	Easement for Padmount Substation 2.75 wide (F)	3230 and 3292	Endeavour Energy
3	Easement for Support and Maintenance 0.9 wide (L)	3268 3292	3292 3268
4	Restriction on the Use of Land (G)(H)	3230, 3231, Part of lot 3292	Endeavour Energy
5	Restriction on the Use of Land 1.8 wide (K)	Part of each of the lots 3280, 3281, 3282, 3283 and 3291	Camden Council
6	Restriction on the Use of Land	3203, 3222, 3241, 3260, 3261, 3290	Camden Council
7	Restriction on the Use of Land	Each lot except 3292 & 3293	Camden Council

*Amagun*

ePlan

(Sheet 2 of 8 Sheets)

Plan: **DP1161640**

Plan of Subdivision of Lot 9002 in DP 1169698  
 covered by Subdivision Certificate No. 35/2012

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
8	Restriction on the Use of Land	3201, 3202, 3203, 3221, 3222, 3223, 3239, 3240, 3241, 3242, 3259, 3260, 3261, 3262, 3290, 3291	Camden Council
9	Restriction on the Use of Land	Each lot except 3292 & 3293	Camden Council
10	Restriction on the Use of Land	Each lot except 3292 & 3293	Every other lot except Lots 3292 & 3293
11	Positive Covenant 1.8 wide (V)	Part of each of the lots 3280, 3281, 3282, 3283, 3291	Camden Council

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriage Way variable width (created by DP1169698)	Lot 9002 in DP1169698	Lot 9003 in DP1169698

**PART 2 (Terms)**

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

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

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

**CAMDEN COUNCIL**

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

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

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

**ENDEAVOUR ENERGY**

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

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



ePlan

(Sheet 3 of 8 Sheets)

Plan: **DP1161640**

Plan of Subdivision of Lot 9002 in DP 1169698  
covered by Subdivision Certificate No. 35/2012

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

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

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

**CAMDEN COUNCIL**

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

- 1.0 No building shall be erected or permitted to remain within the restriction site designated (G) on the above plan unless:
  - 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
  - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire ratingand the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site designated (H) on the above plan.
- 4.0 Definitions:
  - 4.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
  - 4.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
  - 4.3 "erect" includes construct, install, build and maintain.

ePlan

(Sheet 4 of 8 Sheets)

Plan: **DP1161640**

Plan of Subdivision of Lot 9002 in DP 1169698  
covered by Subdivision Certificate No. 787/2010 35/2012

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

- 4.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

**ENDEAVOUR ENERGY**

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

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

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

**CAMDEN COUNCIL**

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

No vehicular access to or from the lot hereby burdened shall be gained across the boundary designated 'M-N' on the plan.

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

**CAMDEN COUNCIL**

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

- (a) No construction works including earthworks, imported fill, landscaping, building and associated infrastructure is to be constructed on the land unless it is in accordance with the management strategies as contained within the Salinity Management Plan under "Section 8" in the report titled "Report On Salinity Investigation: Stage 2 - Tranche 3 Oran Park, Prepared for Landcom, Prepared by Douglas Partners, Project 40740.69 Rev 1, Dated November 2010."
- (b) Where development involves excavation deeper than 2.5 metres or into rock (at shallower depth) where direct sampling and testing of salinity has not been carried out, then additional soil and ground water investigations must be undertaken by deep test pitting and/or drilling. Such investigations must test for soil and water, pH, electrical conductivity, TDS, sodicity, sulphates and chlorides. Existing Salinity management Plans must be modified or extended to reflect the findings of these additional investigations. A copy of all reports and plans are to be provided to the Consent Authority for review prior to construction.

*M. Magan*

ePlan

(Sheet 5 of 8 Sheets)

Plan: **DP1161640**

Plan of Subdivision of Lot 9002 in DP 1169698  
covered by Subdivision Certificate No. 787/2010 35/2012

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

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

**CAMDEN COUNCIL**

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

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

- (a) the dwelling design and footprint shall be consistent with "Appendix C Acoustic Treatment Categories" plans identified as "TD029-11P03 (rev 0)" and "TD029-11P04 (rev 0)" within the "Oran Park - Tranche 3 (S2 & 3) and Tranche 5 (S1): Road Traffic Noise Assessment Report, Prepared for Landcom, Prepared by Renzo Tonin & Associates, Ref TD029-11F02 (Rev 2) Tranche 3 (S2 & 3) and Tranche 5 (S1) Acoustic Report.doc, Dated 29/10/10." The front, rear, and side setbacks for all dwellings on the lots hereby burdened must also be consistent with the "minimum" setbacks in accordance with the current Oran Park Development Control Plan. In addition, the principal private open space area must be located away from the road traffic noise source and comply with DECC's Environmental Criteria For Road Traffic Noise. Compliance with the above is to be demonstrated for each dwelling application.
- (b) the dwelling layout is consistent with "Section 6.1 Building Layout" contained within the "TD029-11P03(rev 0)" and "TD029-11P04 (rev0)" in the "Oran Park - Tranche 3 (S2 & 3) and Tranche 5 (S1): Road Traffic Noise Assessment Report, Prepared for Landcom, Prepared by Renzo & Tonin & Associates, Ref TD029-11F02 (Rev 2) Tranche 3 (S2 & 3) and Tranche 5 (S1) Acoustic Report.doc, Dated 29/10/10." For the lots hereby burdened, the internal noise levels contained within the current Oran Park Development Control Plan must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
- (c) the dwelling layout, construction requirements and, window and door treatments are to be consistent with "Section 6 - Noise Control Treatment Recommendations" contained within the "Oran Park - Tranche 3 (S2 & 3) and Tranche 5 (S1): Road Traffic Noise Assessment Report, Prepared for Landcom, Prepared by Renzo & Tonin & Associates, Ref TD029-11F02 (Rev 2) Tranche 3 (S2 & 3) and Tranche 5 (S1) Acoustic Report.doc, Dated 29/10/10." For the lots hereby burdened, the internal noise levels contained within the current Oran Park Development Control Plan must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
- (d) the dwelling has the provision for alternative ventilation (possibly mechanical provided there is a fresh air intake), that meets the requirements of the Building Code of Australia (BCA) for habitable rooms, on all facades identified as requiring windows to be closed (but not necessarily sealed), to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirement is to be demonstrated for each dwelling application on the affected lots.

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

**CAMDEN COUNCIL**



ePlan

(Sheet 6 of 8 Sheets)

Plan: **DP1161640**

Plan of Subdivision of Lot 9002 in DP 1169698  
covered by Subdivision Certificate No. 787/2010 *35/2012*

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

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

**GREENFIELDS DEVELOPMENT COMPANY**

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

**GREENFIELDS DEVELOPMENT COMPANY**

**Terms of positive covenant numbered 11 in the plan.**

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

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

**CAMDEN COUNCIL**

Approved by the Council of Camden

.....*N. Maguire*.....  
General Manager/Authorised Person

ePlan


(Sheet 7 of 8 Sheets)

Plan: **DP1161640**

Plan of Subdivision of Lot 9002 in DP 1169698  
covered by Subdivision Certificate No. ~~787/2010~~ 35/2012

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

Signed on behalf of Endeavour Energy  
ABN 59 253 130 878 by its Attorney  
pursuant to Power of Attorney Book 4613  
No. 641 in the presence of:

  
.....  
Signature of Attorney

Name: Geoff Riethmuller

Position: Network Property Mgr

URS 12473

  
.....

Signature of witness

  
.....

Name of witness

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood 2148

13 June 2012  
.....

Date of execution

ePlan

(Sheet 8 of 8 Sheets)

Plan: **DP1161640**

Plan of Subdivision of Lot 9002 in DP 1169698  
covered by Subdivision Certificate No. 787/2010

**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 Stuart Bruce*

Print Name: RALPH BRUCE

Office Held: P of A 4586 No.836

Signed by Greenfields Development Company Pty Ltd

Signature: *Mark Perich*

Print Name: Mark Perich

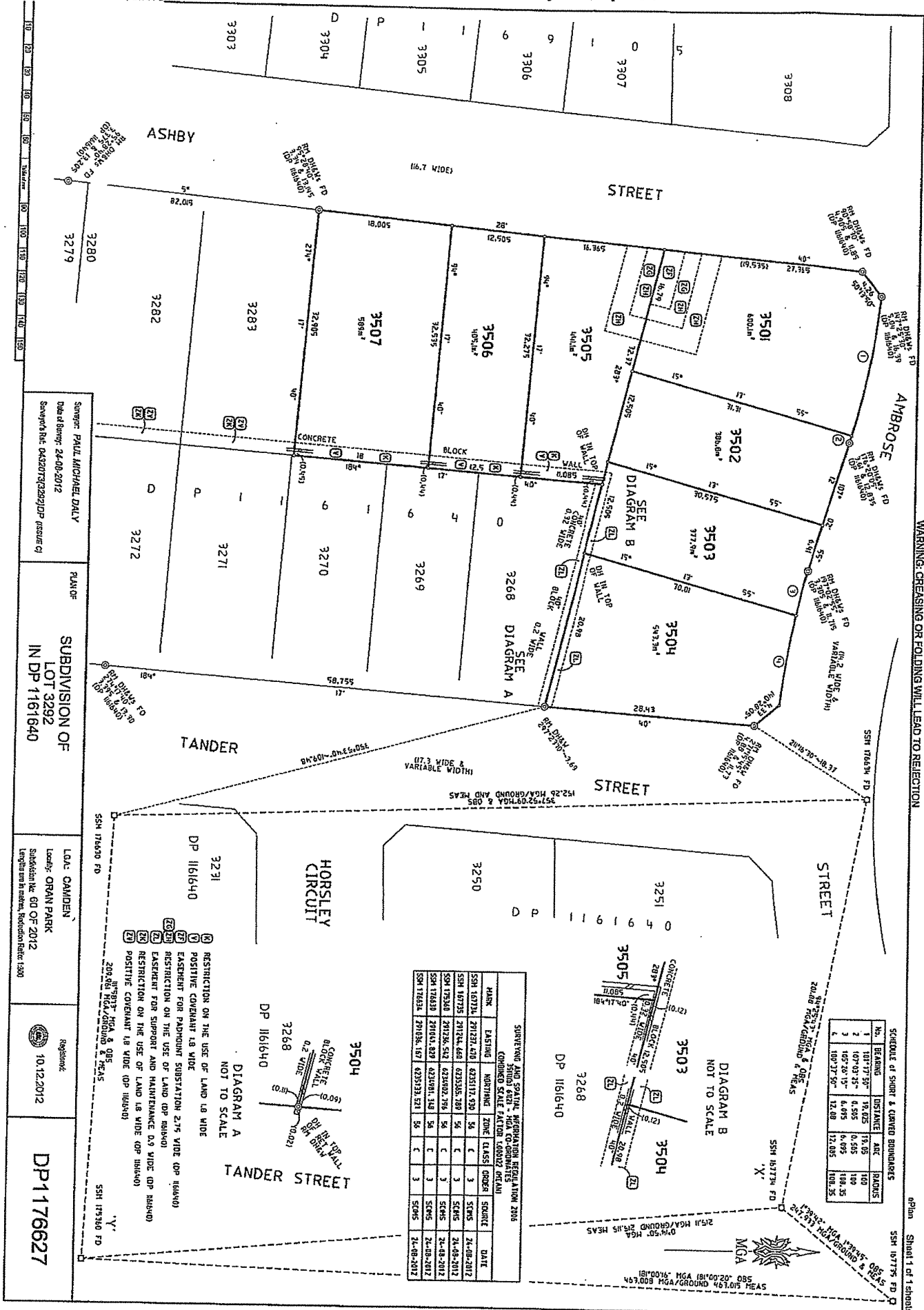
Office Held: P of A 4558 No.71

Signature: *Ralph Stuart Bruce*

Print Name: Ralph Stuart Bruce

Office Held: P of A 4558 No.71





DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT 1.8 WIDE (V)

Office Use Only

DP1176627

Registered: 10.12.2012

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF  
SUBDIVISION OF  
LOT 3292  
IN DP 1161640

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Survey Certificate

I, PAUL MICHAEL DALY  
of JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELL TOWN  
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: 24-08-2012

The survey relates to  
LOTS 3501 TO 3507

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

Signature: Paul M. Daly Dated: 29-08-2012  
Surveyor registered under the Surveying and Spatial Information Act 2002

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

Plans used in the preparation of survey/compilation

DP 1161640

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

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

A. Maguire  
\* Authorised Person \* General Manager \* Accredited Certifier

Consent Authority: Camden Council  
Date of Endorsement: 4th December 2012  
Accreditation no: .....  
Subdivision Certificate no: 60 of 2012  
File no: DA 4/2012

\* Strike through inapplicable parts.

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 04320T3(3292)DP

(ISSUE C)



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF

SUBDIVISION OF  
LOT 3292  
IN DP 1161640

Office Use Only

DP1176627

Registered:



10.12.2012

Office Use Only

Subdivision Certificate No: 60 / 2012

Date of Endorsement: 4th December 2012

SIGNED BY LEPPINGTON PASTORAL COMPANY PTY LTD  
ACN 000420404.

SIGNATURE Mark Perich

SIGNATURE

PRINT NAME Mark Perich

PRINT NAME

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

OFFICE HELD P of A 4586  
No 836.

OFFICE HELD

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 4 Sheets)

Plan: **DP1176627**

Plan of Subdivision of Lot 3292 in DP1161640  
covered by Subdivision Certificate No. **60/2012**

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 1.8 wide (K)	Part of each of the Lots 3505, 3506 and 3507	Camden Council
2	Restriction on the Use of Land	Each lot	Camden Council
3	Restriction on the Use of Land	Each lot	Every other lot
4	Restriction on the Use of Land	Each lot	Every other lot
5	Positive Covenant 1.8 wide (V)	Part of each of the Lots 3505, 3506 and 3507	Camden Council

**PART 2 (Terms)**

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

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

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

**CAMDEN COUNCIL**

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

- (a) No construction works including earthworks, imported fill, landscaping, building and associated infrastructure is to be constructed on the land unless it is in accordance with the management strategies as contained within the Salinity Management Plan under "Section 8" in the report titled "Report On Salinity Investigation: Stage 2 - Tranche 3 Oran Park, Prepared for Landcom, Prepared by Douglas Partners, Project 40740.69 Rev 1, Dated November 2010."



ePlan

(Sheet 2 of 4 Sheets)

Plan: **DP1176627**

Plan of Subdivision of Lot 3292 in DP1161640  
covered by Subdivision Certificate No. **60/2012**

**PART 2 (Terms)**

- (b) Where development involves excavation deeper than 2.5 metres or into rock (at shallower depth) where direct sampling and testing of salinity has not been carried out, then additional soil and ground water investigations must be undertaken by deep test pitting and/or drilling. Such investigations must test for soil and water, pH, electrical conductivity, TDS, sodicity, sulphates and chlorides. Existing Salinity management Plans must be modified or extended to reflect the findings of these additional investigations. A copy of all reports and plans are to be provided to the Consent Authority for review prior to construction.

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

**CAMDEN COUNCIL**

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

**GREENFIELDS DEVELOPMENT COMPANY**

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

**GREENFIELDS DEVELOPMENT COMPANY**

**Terms of positive covenant numbered 5 in the plan.**

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



ePlan

(Sheet 3 of 4 Sheets)

Plan: **DP1176627**

Plan of Subdivision of Lot 3292 in DP1161640  
covered by Subdivision Certificate No. **60/2012**

**PART 2 (Terms)**

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

**CAMDEN COUNCIL**

Approved by the Council of Camden

.....  
General Manager/Authorised Person

ePlan

(Sheet 4 of 4 Sheets)

Plan: **DP1176627**

Plan of Subdivision of Lot 3292 in DP1161640  
covered by Subdivision Certificate No. **60/2012**

**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 Stuart Bruce*

Print Name: RALPH BRUCE

Office Held: P of A 4586 No.836

Signed by Greenfields Development Company Pty Ltd

Signature: *Mark Perich*

Print Name: MARK PERICH

Office Held: P of A 4558 No.71

Signature: *Ralph Stuart Bruce*

Print Name: Ralph Stuart Bruce

Office Held: P of A 4558 No.71

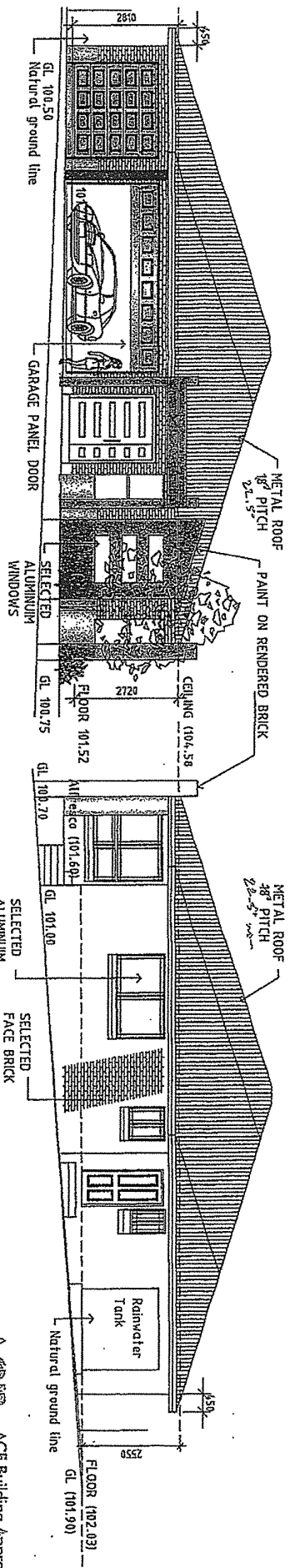
REGISTERED



10.12.2012

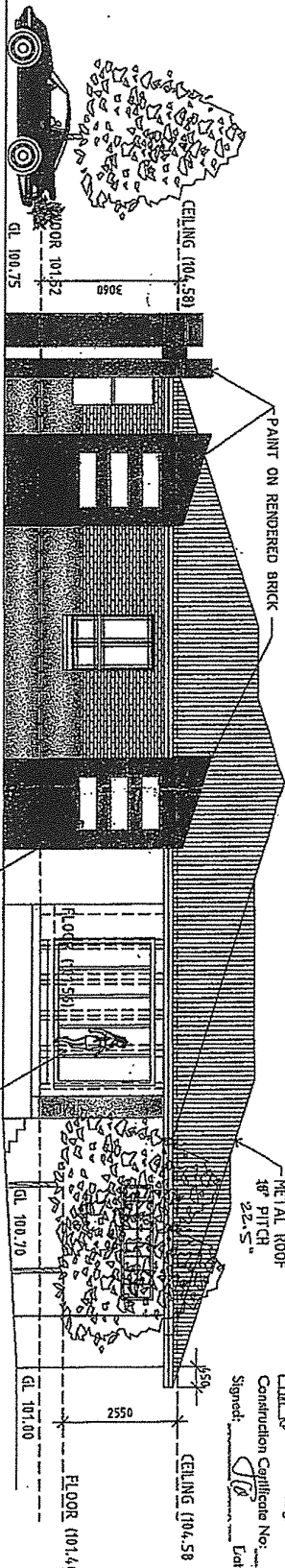
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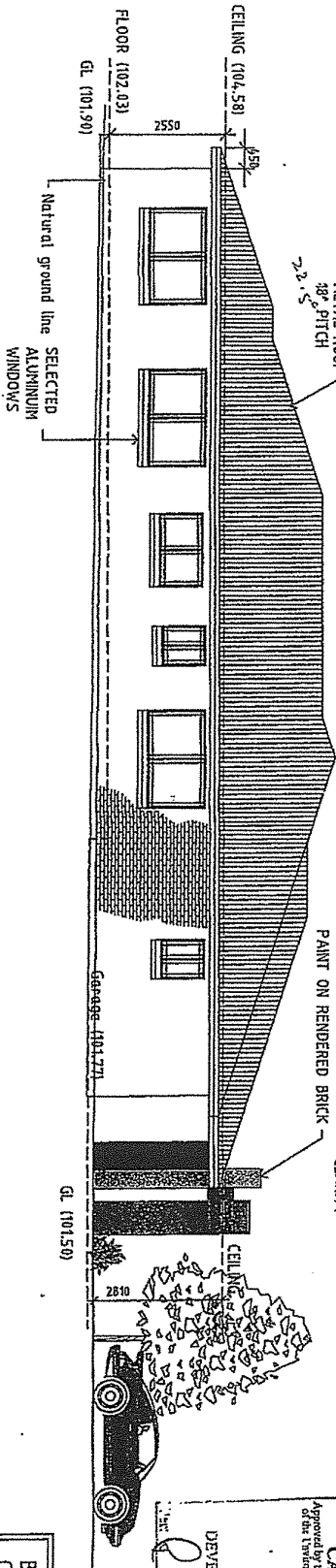


FRONT ELEVATION (Ambrose Street View)

REAR ELEVATION



SIDE ELEVATION (South Circuit View)



NOTES: THE DRAWING HAS BEEN DESIGNED BY THE OWNER OF PROPERTY

PROPOSED NEW DWELLING

Front & Rear Elevations

SCALE: 1:100

DRAWING No. REV No.

REV. DATE REMARKS

MR. & MRS. Markis  
LOT 3501, AMBROSE STREET, ORAN PARK, NSW 2570

DATE: JUNE 2012

PROJECT No.: 12-07

A3

4

BRICK VENEER  
CONSTRUCTION

CAMDEN COUNCIL  
APPROVAL  
2 MAR 2013  
DEVELOPMENT No. DA 14/2013

ACE Building Approvals  
Accredited Certifier  
Name: Ting Jian Gao  
Registration No: BPE0339  
Construction Certificate No: PC12806  
Signed: DLO Date: 05/06/12



# ACE BUILDING APPROVALS

PO Box 439, Burwood NSW 1805  
Tel: 9744 6777 Fax: 9744 7799

# Occupation Certificate

Section 109C (1)(c) of  
the Environmental Planning and Assessment Act 1979

## Applicant Details

Family/Company Name	Markis
Given Names/ABN	Amaneel
Address	15 Talana Hill Drive Edmondson Park NSW 2174

## Site Details

Lot No	3501
Deposited Plan(s) No	1176627
Street No & Street	27 Ambrose Street
Suburb	Oran Park

## Certification Details

Determination	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Refused <input type="checkbox"/> Pending (other)
Determination Date	15 November 2013
Certificate Type	<input checked="" type="checkbox"/> Final <input type="checkbox"/> Interim <input checked="" type="checkbox"/> Whole <input type="checkbox"/> Part
Occupation Certificate No	OC12846
Building Code of Australia classifications	1a
DA Consent No. and Date	14/2013 - 12 March 2013
CC No. and Endorsement Date	PC12846 - 5 April 2013
Building Details	Single storey dwelling with attached triple garage

## Principal Certifying Authority

Name	Mr. Ting Jian Qiu
	ACE Building Approvals ABN 11 107 212 144
Registration No	BPB0338
Accreditation Body	Building Professionals Board

## PCA's Certification Statement

I, Ting Jian Qiu, certify with respect to the building the subject of the Occupation Certificate Application made by the above named Applicant that:

- To the extent this certificate relates to an interim occupation certificate, the health and safety of the occupants of the building have been taken into consideration;
- A current development consent or complying development certificate is in force for the building;
- If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

PCA's Signature:  Date: 15 November 2013

## Occupation Certificate Attachments

- ✓ Signed ACE Building Approvals Occupation Certificate Application Form
- ✓ Inspection Certificate
- ✓ Surveyor's Report
- ✓ Smoke Detector Certification
- ✓ Termite Treatment Certificate
- ✓ Wet Area Waterproof Installation Certificate
- ✓ Certificate for BASIX Commitments
- ✓ Certificate for Glazing



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

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

Certificate number: 20234764  
Reference number: 1334035  
Certificate issue date: 04/08/2025  
Certificate fee: \$71.00  
Applicant's reference: 250589  
Property number: 1161747  
Applicant's email: [ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 3501 DP: 1176627  
Address: **27 Ambrose Street ORAN PARK NSW 2570**

**BACKGROUND INFORMATION**

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

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

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

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

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

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

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

(4) In this section—

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

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

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

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

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

The land is not within a Local Environmental Plan.



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

Oran Park Precinct Development Control Plan 2007, as amended

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

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

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

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

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

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

No.

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

Draft Oran Park Precinct DCP – Housekeeping Amendment

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

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

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

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

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

(i) Permitted without consent

Nil

(ii) Permitted with consent

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

(iii) Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than



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

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

No.

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

R1 General Residential:

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

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

No.

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

No.

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

No.

### 3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

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



(a) the name of the region

No

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

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

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

#### 4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

#### HOUSING CODE

Complying development MAY be carried out on the land

#### RURAL HOUSING CODE



Complying development MAY be carried out on the land.

### **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

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

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

### **PATTERN BOOK DEVELOPMENT 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 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.

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

Complying development MAY be carried out on the land

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

## **5 EXEMPT DEVELOPMENT**

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

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

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

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

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

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

## **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

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

Exempt development MAY be carried out on the land

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

Exempt development MAY be carried out on the land

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

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

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

## **7 LAND RESERVED FOR ACQUISITION**

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

No.

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

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

- (a) the Roads Act 1993, Part 3, Division 2, or
- (b) an environmental planning instrument, or





(c) a resolution of the council.

No.

## 9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

No response required

(3) In this section—

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

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

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

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

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

(2) In this section—

*adopted policy* means a policy adopted—

(a) by the council, or

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

### LAND SLIP

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

### BUSH FIRE

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

## **TIDAL INUNDATION**

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

## **SUBSIDENCE**

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

## **ACID SULFATE SOILS**

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

## **CONTAMINATION**

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

## **AIRCRAFT NOISE**

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

## **SALINITY**

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

## **COASTAL HAZARDS**

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

## **SEA LEVEL RISE**



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

## **11 BUSH FIRE PRONE LAND**

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

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

No.

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

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

No.

## **13 MINE SUBSIDENCE**

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

No.

## **14 PAPER SUBDIVISION INFORMATION**

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

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

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

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

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

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

No.

## 16 BIODIVERSITY STEWARDSHIP SITES

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

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

No.

## 17 BIODIVERSITY CERTIFIED LAND

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

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

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

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

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

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

No.

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

Not Applicable.

## 20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.

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

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

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

No.

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

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

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

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

No.

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

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

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

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

No.

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

No.

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

No.

(4) In this section—

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

## 23 WATER OR SEWERAGE SERVICES

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

Not applicable.

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

## 24 SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

Not applicable

## 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: 8004512273

SEWERAGE SERVICE DIAGRAM										
MUNICIPALITY OF <u>CANOB</u> Lot No. <u>3501</u> House No. ....	SUBURB OF <u>ORAN PARK</u> STREET <u>AMBROSE</u>	SSD <u>7022467</u> SCALE: <u>1:200</u>								
<table border="0" style="width: 100%; font-size: 0.8em;"> <tr> <th colspan="2" style="text-align: left;">SYMBOLS - DRAINAGE FITTINGS</th> <th colspan="2" style="text-align: left;">SYMBOLS AND ABBREVIATIONS</th> </tr> <tr> <td style="vertical-align: top;"> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p>Manhole </p> <p>Chamber </p> <p>Sanphole </p> <p>Boundary Trap </p> <p>Inspection Shaft </p> <p>Fit </p> <p>Grease Interceptor </p> <p>Sanitary Treatment System </p> <p>Turned Manht. Shaft </p> <p>Manht. Shaft </p> </div> <div style="width: 50%;"> <p>City </p> <p>Refuse Valve </p> <p>Inspection opening </p> <p>Vertical Pipe </p> <p>Induct Pipe </p> <p>Man Flap </p> <p>Rolling Point </p> <p>Sloped Junction </p> <p>Vertical Junction </p> <p>On bank Junction </p> </div> </div> </td> <td style="vertical-align: top;"> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p>CO Drain out </p> <p>Q V Vent Pipe </p> <p>Tr(L) Trough Laundry </p> <p>S Sink (Kitchen) </p> <p>WC Water Closet </p> <p>Bth Bath </p> <p>H Bath </p> <p>AAV Air Admittance Valve </p> </div> <div style="width: 50%;"> <p>SM Wash </p> <p>Shw Shower </p> <p>DBM Dishwashing machine </p> <p>FW Floor waste gully </p> <p>CSM Clothes-washing machine </p> <p>SE Sink Bar </p> <p>LS Sink Laboratory </p> <p>LP Larder </p> </div> </div> </td> <td style="vertical-align: top;"> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p>INDICATES - PLUMBING OR MORE THAN ONE LEVEL</p> <p>SNP Soil Vent Pipe </p> <p>MS Waste Stack </p> </div> <div style="width: 50%;"> <p>REC Pump Unit </p> <p>Boundary Valve </p> <p>Boundary Valve with Flap </p> <p>Alarm Control Panel </p> <p>LP Stop Valve </p> <p>LP Air Valve </p> <p>HV Flow Monitor </p> <p>Vacuum Chamber </p> <p>Flushing Point </p> </div> </div> </td> </tr> </table>				SYMBOLS - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS		<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p>Manhole </p> <p>Chamber </p> <p>Sanphole </p> <p>Boundary Trap </p> <p>Inspection Shaft </p> <p>Fit </p> <p>Grease Interceptor </p> <p>Sanitary Treatment System </p> <p>Turned Manht. Shaft </p> <p>Manht. Shaft </p> </div> <div style="width: 50%;"> <p>City </p> <p>Refuse Valve </p> <p>Inspection opening </p> <p>Vertical Pipe </p> <p>Induct Pipe </p> <p>Man Flap </p> <p>Rolling Point </p> <p>Sloped Junction </p> <p>Vertical Junction </p> <p>On bank Junction </p> </div> </div>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p>CO Drain out </p> <p>Q V Vent Pipe </p> <p>Tr(L) Trough Laundry </p> <p>S Sink (Kitchen) </p> <p>WC Water Closet </p> <p>Bth Bath </p> <p>H Bath </p> <p>AAV Air Admittance Valve </p> </div> <div style="width: 50%;"> <p>SM Wash </p> <p>Shw Shower </p> <p>DBM Dishwashing machine </p> <p>FW Floor waste gully </p> <p>CSM Clothes-washing machine </p> <p>SE Sink Bar </p> <p>LS Sink Laboratory </p> <p>LP Larder </p> </div> </div>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p>INDICATES - PLUMBING OR MORE THAN ONE LEVEL</p> <p>SNP Soil Vent Pipe </p> <p>MS Waste Stack </p> </div> <div style="width: 50%;"> <p>REC Pump Unit </p> <p>Boundary Valve </p> <p>Boundary Valve with Flap </p> <p>Alarm Control Panel </p> <p>LP Stop Valve </p> <p>LP Air Valve </p> <p>HV Flow Monitor </p> <p>Vacuum Chamber </p> <p>Flushing Point </p> </div> </div>
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| Licence No. 65977  Permit/COC No. 62331  Signature [Signature] | | Licence No. ....  Permit/COC No. ....  Signature .....  Date 15/5/2003 | |
| IMPORTANT NOTE  This diagram was supplied by the plumber / drafter whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.  3501  AMBROSE  Nearest Cross Street | | | |

## 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**.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, boundaries, sewers and sewerage services shown hereon are approximately only.

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

Pool No:	ef4069ea
Property Address:	27 AMBROSE STREET ORAN PARK
Date of Registration:	05 August 2025
Type of Pool:	A spa pool
Description of Pool:	Above ground spa

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:	ef4069ea
Property Address:	27 AMBROSE STREET ORAN PARK
Expiry Date:	05 August 2028
Issuing Authority:	Josh Brook - Registered Certifier - bdc2445

Restricted by S20 Exemption: the spa pool must be covered and secured by a lockable child-resistant structure at all times when the spa pool is not in actual use.

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



MRS KATERYNA ESPINO  
27 AMBROSE STREET  
ORAN PARK NSW 2570

Our reference: 7156341949174

Phone: **13 28 66**

9 February 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KATERYNA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411043485159
Vendor name	KATERYNA ESPINO
Clearance Certificate Period	23 January 2025 to 9 February 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR ALBERTO J ESPINO  
27 AMBROSE STREET  
ORAN PARK NSW 2570

Our reference: 7156341951078

Phone: **13 28 66**

9 February 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ALBERTO,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411043485633
Vendor name	ALBERTO JOSE ESPINO
Clearance Certificate Period	23 January 2025 to 9 February 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

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