

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Samardzic, Simon Property Co	email: Simon@simonpropertyco.au
 co-agent		
vendor	SANI EDDIE SIONE AND DANIELLE SALLY TINA JOHANSEN	
vendor's solicitor	Renee Roumanos Legal PO Box 1027 Narellan NSW 2567	phone: 0406 223 854 email: renee@reneeroumanos.com.au ref: 25238
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	10A TAYLOR ST ORAN PARK NSW 2570 LOT 1 DEPOSITED PLAN 1231903 Folio Identifier 1/1231903	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

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

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

10A TAYLOR ST ORAN PARK NSW 2570

IMPORTANT NOTICE TO VENDORS AND PURCHASERS: You should refer to these provisions in conjunction with the preparation and signature of this contract.

33 Variation of this Contract

- 33.1 The preceding conditions of this agreement are amended in accordance with the subclauses of this clause.
- 33.2 Clause 1, definition of **bank**, delete “, a building society or a credit union”.
- 33.3 Clause 2.4.1 is deleted.
- 33.4 A clause 4.11A is inserted as follows after clause 4.11 “The purchaser must upload a copy of the authority on the agent for the release of the deposit to the Electronic Workspace, and it shall be held in the Electronic Workspace in escrow pending settlement. The vendor shall not be required to sign off on the Electronic Workspace until this has been uploaded”.
- 33.5 Clause 5.1 is deleted.
- 33.6 Clauses 5.2.1 and 5.2.2 are amended by deleting “21 days” and substituting with “7 days”.
- 33.7 Clause 6.1 is amended by deleting “the property,” and “or anything else and whether substantial or not”.
- 33.8 Clause 7.1.1 is amended by deleting “5%” and substituting “1%”.
- 33.9 Clause 7.2.1 is amended by deleting “10%” and substituting “1%”.
- 33.10 Clause 7.2.2 is deleted.
- 33.11 Clause 7.2.4 is amended by deleting “and the costs of the purchaser”.
- 33.12 Clause 7.2.5 is deleted.
- 33.13 Clause 7.2.6 is amended by deleting “3 months” and substituting “4 weeks”.
- 33.14 Clause 8.1.1 is amended by deleting “on reasonable grounds”.
- 33.15 Clause 8.2.2 is deleted.
- 33.16 Clauses 9.2.2 and 9.3.1 are amended by deleting “12 months” and substituting with “24 months”.
- 33.17 Clause 9.3.1, bullet 2, is amended by deleting “reasonable” and inserting “on an indemnity basis” after the word “expenses”.
- 33.18 Clause 18.7 is deleted and replaced with “The purchaser must pay a market fee or market rental to the vendor, as may be agreed or determined by a local real estate agent nominated by the vendor”.
- 33.19 A clause 20.6A is inserted as follows after clause 20.6, “The parties agree that no document shall be validly served by facsimile”.
- 33.20 Clause 23.5.2 is amended by deleting “but is disclosed in this contract”.
- 33.21 Clause 23.6 is amended by deleting “and is not disclosed in this contract”.
- 33.22 Clause 23.6.1 is deleted and substituted with “the parties must adjust in accordance with clause 14.1, even if it was determined on or before the contract date, and even if it is payable by instalments”.
- 33.23 Clause 23.7 is deleted.
- 33.24 Clause 23.9.1 is deleted.
- 33.25 Clause 23.9.2 is deleted.
- 33.26 Clause 23.12 is deleted.
- 33.27 Clause 23.13 is deleted and substituted with “The purchaser must obtain and serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme prior to completion”.
- 33.28 Clause 23.14 is deleted.
- 33.29 Clause 25 is deleted.
- 33.30 Clause 29 is deleted.
- 33.31 Clause 30.7 is amended by deleting “, but the vendor must pay the purchaser’s additional expenses, including any agency or mortgagee fee”.
- 33.32 Clause 30.9 is amended by deleting “cash (up to \$2,000) or”.
- 33.33 Clause 30.11 is deleted.
- 33.34 Clause 31.2 is deleted.

34 Requisitions on Title

- 34.1 For the purpose of clause 5 the Vendor shall have complied with its obligations if it furnishes to the Purchaser replies to the general requisitions **annexed** to this Contract. The Purchaser agrees that the only general requisitions on title that it may serve are those requisitions annexed to this Contract and they are deemed served at the time of exchange.

35 Default in Completion

- 35.1 It is hereby expressly agreed and declared that at any time after 4:30pm on the completion date referred to in this Contract either party shall be entitled to serve upon the other a Notice to Complete this Contract requiring the other party to complete the same within such period or upon such date as the said notice may specify but being a minimum of fourteen (14) days from the date of service of such notice making such time for settlement of the essence of the Contract. The parties acknowledge that the time for settlement of the Contract therein specified shall be reasonable and of the essence of the Contract and the receiving party shall not be entitled to make any objection thereto. If the receiving party shall fail to comply with the same the other party shall forthwith be entitled to terminate this Contract provided however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.
- 35.2 If this Contract is not completed by the completion date then the Purchaser must pay interest on the unpaid balance of the price and any other amount that the purchaser must pay the vendor under this contract at the rate of 12% per annum calculated daily from and including the completion date but excluding the actual day of settlement, and:
 - 35.2.1 The interest must be paid on completion;
 - 35.2.2 The Vendor is not obliged to complete unless that interest is paid;

- 35.2.3 Interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract;
- 35.2.4 The right to interest does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.
- 35.3 The Purchaser need not pay interest under this Special Condition for any period that the Purchaser's failure to complete is caused solely by the Vendor. Should the Vendor serve a notice to complete the Purchaser will be liable for a fee of \$400 plus GST, payable on completion.

36 Acceptance of Present Condition

- 36.1 The property is sold in its state of repair and condition as at the contract date and with any latent or patent defects.
- 36.2 The price paid under this contract reflects the state of repair and condition of the property.
- 36.3 The Purchaser acknowledges:
- 36.3.1 that it is purchasing the property in its present condition and state of repair (both patent and latent) and subject to any infestation and dilapidation and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to or insured under the provisions of the *Builders Licensing Act 1971* (NSW), the *Home Building Act 1989* (NSW) or the *Building Services Corporation Act 1989* (NSW),
- 36.3.2 that it has had the opportunity before the contract date to inspect the property;
- 36.3.3 that it has had the opportunity before the contract date to obtain any building, pest and other reports it wants on the condition of the property.
- 36.3.4 that no representations, inducements or warranties have been made by the vendor, its agents or representatives relating to the present state or condition of the property, its suitability for the purposes of the purchaser, and the improvements erected on the property.
- 36.4 Without affecting clause 10, the purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with:
- 36.4.1 the nature, quality, condition or state of repair of the property including any latent or patent defects, dilapidation or infestation of the property;
- 36.4.2 the purpose for which the property may or may not be used;
- 36.4.3 subject to clause 11, loss, damage, dilapidation, infestation, mechanical breakdown or wear and tear which may affect the property between the contract date and completion;
- 36.4.4 any misdescription of the property or inaccuracy in its area or measurements;
- 36.4.5 subject to clause 11, any failure by the vendor to comply with a law, or a requirement of an Authority;
- 36.4.6 any installations or services (including sewers, drains, pipes, cables and wires) which are:
- 36.4.6.1 on, over, under or through the property;
- 36.4.6.2 on, over, under or through any other land; or
- 36.4.6.3 used in common with any adjoining land, or any absence of easements or rights in respect of such installations or services affecting or benefiting the property; or
- 36.4.7 any other matter disclosed in this contract.

37 Purchaser relies on its own Enquiries

- 37.1 The purchaser warrants that it does not rely on any written or oral information (including a statement, representation, warranty, condition, promise or brochure) given by the vendor or on its behalf except as stated in this contract or implied by a law which cannot be excluded.
- 37.2 The purchaser relies on its own inspection, knowledge and enquiries in connection with:
- 37.2.1 the use of the property and any approvals for that use; and
- 37.2.2 the fitness or suitability of the property for any particular use and acknowledges that no statement, representation, warranty or promise as to those matters has been made by the vendor or on its behalf.
- 37.3 The purchaser relies on its own knowledge and enquiries in connection with any actual or potential financial return or income to be derived from the property and acknowledges that no statement, representation, warranty or promise as to those matters has been made by the vendor or on its behalf.
- 37.4 The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with any matter referred to in this clause 37.

38 Warranty as to Agent

- 38.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent except the agent (if any) named on the front page of this contract.
- 38.2 The Purchaser indemnifies the Vendor (and if more than one, each of them) against any liability arising from a breach of the purchaser's warranty under this clause 0.
- 38.3 This clause shall not merge on completion.

39 Tax File Number

- 39.1 If the Contract says the deposit is to be invested all parties must provide their respective tax file numbers to the deposit holder by no later than the date of this Contract and in the event of default by any party resulting in the bank or financial institution withholding any amount, such amount shall be deducted from the defaulting party's share of the interest.

40 Stamp Duty

- 40.1 The purchaser must pay any stamp or other duty or similar tax (including related fines, penalties and interest) in connection with this contract (including in connection with an instrument entered into under this contract or a transaction evidenced by this contract (or both)).
- 40.2 The purchaser indemnifies the vendor on demand against any liability in connection with stamp duty.

41 Death or Incapacity

- 41.1 A party may rescind if the other party is an individual who:
- 41.1.1 dies; or
- 41.1.2 suffers loss of capacity through unsoundness of mind or in respect of whom an order is applied for (or made) to place their assets and affairs under administration under any law relating to mental health.
- 41.2 The vendor may terminate by serving a notice if the purchaser is a company, which:
- 41.2.1 resolves to wind itself up, gives notice of intention to do so, has a petition for its winding-up presented and not withdrawn within 14 days of presentation or is ordered to be wound up;
- 41.2.2 executes a deed of company arrangement or enters into any compromise or arrangement with its creditors or members under the *Corporations Act* 2001 or similar legislation;
- 41.2.3 has a liquidator, provisional liquidator, administrator, controller, managing controller, receiver or receiver and manager appointed to it or an asset, or any action is taken preparatory to such an appointment; or
- 41.2.4 has an event happen in relation to it which has a substantially similar effect to any of these things.
- 41.3 If a party validly rescinds or terminates under this clause 41, this does not affect any of its other rights.

42 Corporate Purchaser

- 42.1 In the event of the Purchaser purporting to be a company, each of the persons in the presence of whom the common seal of the Purchaser purports to have been affixed (or, in the event the contract is not signed under common seal, each person who signs on behalf of the Purchaser):
- 42.1.1 Warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable under this contract, both jointly and severally, as if he or she been named as a Purchaser; and
- 42.1.2 Guarantees (jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this contract in every respect as if he or she had personally entered into this contract himself/herself.

Executed

by
as

Guarantor in the presence of:

Signature of witness

Signature of

Full name of witness (print)

Address of witness (print)

43 Additional fees recoverable

- 43.1 The purchaser agrees to pay the vendor \$400 plus GST on completion by way of an adjustment of the purchase price in favour of the vendor on settlement for each settlement booking that is subsequently cancelled or which fails to settle as a result of the purchaser, the purchaser's lender or any other party associated with the purchaser's failure to settle. The purchaser acknowledges that this is not a penalty but represents the vendor's solicitors additional fees incurred as a result of the purchaser's failure to complete the contract.

44 Less than 10% Deposit

- 44.1 If the Vendor agrees to accept less than a 10% deposit on exchange of contracts, the deposit remains a 10% deposit payable as follows:
- 44.1.1 As to 5% of the purchase price on the date hereof;
- 44.1.2 As to the remaining 5% of the purchase price, immediately upon any default by the purchaser of the terms hereof or upon completion, whichever first occurs.

45 Release of Deposit

- 45.1 If required by the Vendor, the Purchaser hereby agrees to and authorises a release of the deposit for the following reason:
- 45.1.1 to enable the Vendor to apply same or any part thereof as a deposit to be paid only into a Solicitor's or Real Estate Agent's trust account for the purchase by the Vendor of another property;

- 45.1.2 to enable the Vendor to apply same or any part thereof as payment of stamp duty on Contract for Sale for the purchase by the Vendor of another property.
- 45.1.3 to enable the Vendor to pay for removalist and relocation costs, including the payment of a rental bond.

46 Swimming Pool

- 46.1 The Purchaser acknowledges and accepts that the swimming pool located on the Property is **non-compliant** with the *Swimming Pools Act 1992 (NSW)* and associated Regulations. The Purchaser agrees that the Vendor is under no obligation to carry out any works, upgrades, repairs, inspections or compliance measures in relation to the swimming pool prior to Settlement.
- 46.2 Prior to Exchange, the Vendor has provided the Purchaser with:
 - i. A valid *Certificate of Non-Compliance* issued under the *Swimming Pools Act 1992 (NSW)*; and
 - ii. A copy of the Swimming Pool Register search. The Purchaser acknowledges receipt of these documents.
- 46.3 From and including the date of Settlement, the Purchaser will be solely responsible, at their own cost, for:
 - (a) Bringing the swimming pool into compliance with the *Swimming Pools Act 1992 (NSW)* and associated Regulations; and
 - (b) Obtaining a *Swimming Pool Compliance Certificate* within the time required by law.
- 46.4 The Purchaser indemnifies and releases the Vendor from any liability, loss, cost, expense, claim or demand arising out of or in connection with the non-compliance of the swimming pool after Settlement

47 Planning

- 47.1 The purchaser:
 - 47.1.1 buys the property subject to all relevant planning proposals and planning controls (including environmental planning instruments);
 - 47.1.2 must satisfy itself as to the purposes for which the property may be used in accordance with the relevant planning controls; and
 - 47.1.3 is treated as having so satisfied itself.
- 47.2 The purchaser must satisfy itself as to the contents of the Section 10.7 Certificate, and is treated as having done so. This includes satisfying itself about:
 - 47.2.1 the proposed use and development of the property; and
 - 47.2.2 any adverse affectation on the property disclosed in the Section 10.7 Certificate.
- 47.3 The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with any matter referred to in this clause 47.

48 Survey Report

- 48.1 The vendor does not have a survey report for the property.
- 48.2 Neither this contract nor completion is conditional on the issue of a survey report.
- 48.3 The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with the vendor not having a survey report.
- 48.4 The purchaser is not entitled to (and must not) require the vendor to obtain a survey report.

49 Occupation Certificate

- 49.1 The vendor does not have an Occupation Certificate for the property.
- 49.2 The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with the vendor's occupation certificate.

50 Service Location Diagram

- 50.1 The purchaser acknowledges that it has reviewed the service location print annexed to this contract and it shall not make any objection, requisition or claim for compensation nor be entitled to rescind or terminate or delay completion of this contract by reason of the plumbing and/or drainage to or from or in any way relating to the property, the building, the land or any of the lots involved.

51 Service Sewer Diagram

- 51.1 The Vendor discloses that they do not have a sewer service diagram.
- 51.2 The purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with the vendor's occupation certificate.

52 No Collateral Agreement

- 52.1 This agreement constitutes the entire agreement between the vendor and purchaser. The purchaser acknowledges that they have not entered into any collateral agreement with the vendor apart from this agreement.

53 Vendor not obliged to comply with applications or conditions

- 53.1 The vendor shall not be required to comply with any condition imposed by Council or any other competent authority concerning any application made by or on behalf of the purchaser relating to any proposed use or development of the property.
- 53.2 The vendor is not obliged to assist or enable the purchaser to make any application to Council or any other authority or entity relating to any proposed use or development, or any other matter with respect to the property.

54 Existing services

- 54.1 Notwithstanding anything hereinbefore contained, the purchaser shall take title subject to existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection, requisition or claim on the grounds that any connection passes through the property or through any other property.
- 54.2 The purchaser is not entitled to make a claim or requisition, raise any objection, claim compensation for, or delay completion, rescind or terminate in connection with any existing services which pass through the property or through any other property.

55 Mandatory Disclosure Documents

- 55.1 Without limiting any other clause, the purchaser is not entitled to make a claim or requisition or delay completion, rescind or terminate in connection with a matter disclosed in any documents attached to this contract.

56 Encumbrances

- 56.1 If, at completion, an Encumbrance is noted on the folio identifier for the property and the parties have not made the sale subject to that Encumbrance, then if the vendor:
- 56.1.1 gives the purchaser a duly executed registrable discharge, surrender or withdrawal which removes the Encumbrance; and
- 56.1.2 pays the purchaser the applicable registration fee,
- the vendor is treated as transferring the property free from the Encumbrance.

57 Sale not subject to finance

- 57.1 The Purchaser confirms and warrants to the Vendor that the Purchaser either:
- 57.1.1 presently has available funds to complete the Purchaser's purchase of the property the subject of this agreement, and does not require credit or any finance for that purpose; or
- 57.1.2 requires credit or finance to complete the Purchaser's purchase of the property the subject of this agreement, but has already obtained that credit or finance on reasonable terms prior to entering into this agreement.
- 57.2 The Purchaser agrees and acknowledges that the purchaser shall not be entitled to terminate this agreement on any ground relating to non-availability of credit or finance.

58 Extension of Cooling-Off Period

- 58.1 In the event that the Purchaser requests an extension to the cooling off period, then the purchaser shall pay the vendor's legal representatives costs of seeking and arranging the extension of the cooling off period, on each occasion that it is requested. The purchaser agrees and acknowledges that the vendor's legal representatives costs are \$200 plus GST. These costs are fair and reasonable and represent a genuine pre-estimate of the cooling off period.
- 58.2 The purchaser agrees that the amount shall be allowed as an adjustment in favour of the vendor on settlement and shall be payable whether or not the extension of the cooling off period is granted.

59 Conditions of sale by auction

- 59.1 If the property is or is intended to be sold at auction the following clauses apply, in which Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:
- 59.2 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- 59.2.1 The principal's reserve price must be given in writing to the auctioneer before the auction commences;
- 59.2.2 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;
- 59.2.3 The highest bidder is the purchaser, subject to any reserve price;
- 59.2.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
- 59.2.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
- 59.2.6 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;
- 59.2.7 A bid cannot be made or accepted after the fall of the hammer; and
- 59.2.8 As soon as practicable after the fall of the hammer the purchaser must sign the contract (if any) for sale.
- 59.3 The following conditions, in addition to those prescribed by subclause 59.2 are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- 59.3.1 All bidders must be registered in the bidders record and display an identifying number when making a bid;
- 59.3.2 Subject to subclause 59.2 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
- 59.3.3 Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.

- 59.4 The following conditions, in addition to those prescribed by subclauses 59.1, 59.2 and 59.3 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 vendor as executor or administrator:
- 59.4.1 More than one vendor bid may be made to purchase interest of co-owner;
 - 59.4.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - 59.4.3 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 vendor; and
 - 59.4.4 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.

60 Health or State Emergency

- 60.1 This clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is affected by a Health Emergency or a State Emergency:
- 60.1.1 In the event any party to the Contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately, provide a statutory declaration setting out the circumstances of the self-isolation or quarantine and provide supporting medical evidence; and
 - 60.1.1.1 in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such self-isolation or quarantine, then the completion date is extended by 14 days.
 - 60.1.2 In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible, provide a statutory declaration setting out the circumstances of the hospitalisation and provide supporting medical evidence and
 - 60.1.2.1 in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such hospitalisation, then on and from the date of the that party's discharge from hospital, the completion date is extended by 14 days.
- 60.2 Should this clause come into effect, the parties agree to settle as soon as practicable and will make every effort to settle earlier than the extended completion date.



FOLIO: 1/1231903

SEARCH DATE	TIME	EDITION NO	DATE
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13/6/2025	10:13 AM	5	4/6/2024

LAND

LOT 1 IN DEPOSITED PLAN 1231903
AT ORAN PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1231903

FIRST SCHEDULE

SANI EDDIE SIONE
DANIELLE SALLY TINA JOHANSEN
AS JOINT TENANTS (T AN453097)

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1130969 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1159094 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1169698 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1197655 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1201753 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 7 DP1201753 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 8 DP1201753 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1201753 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 DP1201753 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 11 DP1201753 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT
- 12 DP1231903 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1231903 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB
CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S)
SHOWN IN THE TITLE DIAGRAM
- 14 AU125651 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 13/6/2025

FOLIO: 1/1231903

PAGE 2

NOTATIONS (CONTINUED)

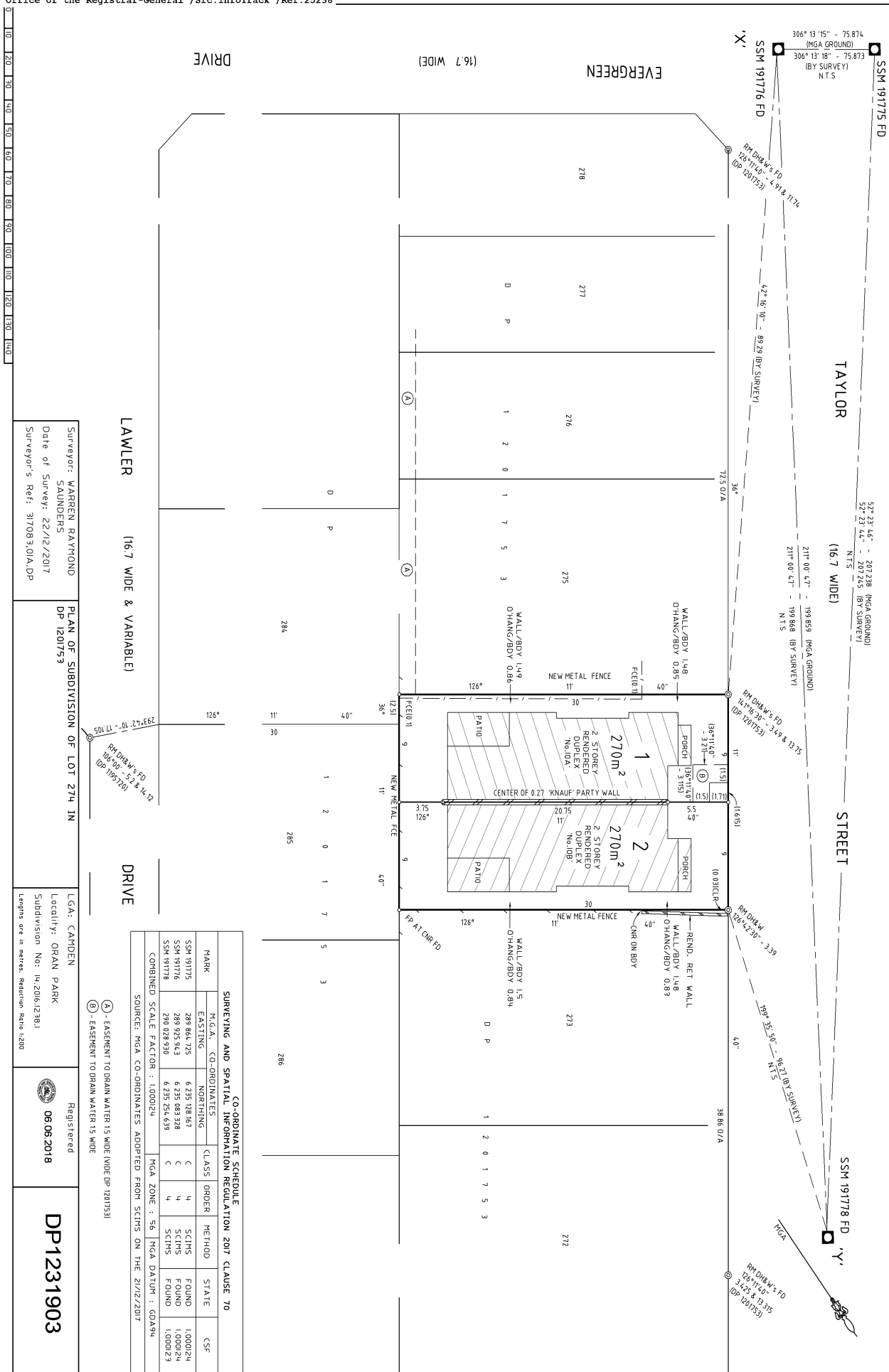
UNREGISTERED DEALINGS: NIL


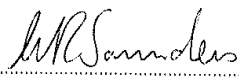
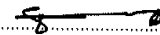
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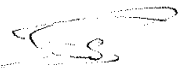


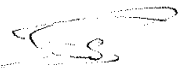

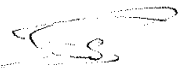

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PRINTED ON 13/6/2025

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



PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  06.06.2018 Title System: TORRENS		Office Use Only DP1231903 Office Use Only	
PLAN OF SUBDIVISION OF LOT 274 IN DP 1201753		LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND	
Survey Certificate I, WARREN RAYMOND SAUNDERS of GEOLYSE PTY LTD PO BOX 473 NARELLAN NSW 2567 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 22 nd December 2017. *(b) The part of the land shown in the plan being _____ was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on _____ and the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' ~ 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 26/02/18 Surveyor Identification No: 186 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Grown Lands NSW/Western Lands Office Approval I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____ Subdivision Certificate I, <u>SUCULE HOSSEIN</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: _____ Consent Authority: CAMDEN COUNCIL Date of endorsement: <u>21/05/2018</u> Subdivision Certificate number: <u>14-2016.1238-1</u> File number: <u>DA120161238</u> *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation: DP 1201753		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 317083.01A.DP		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

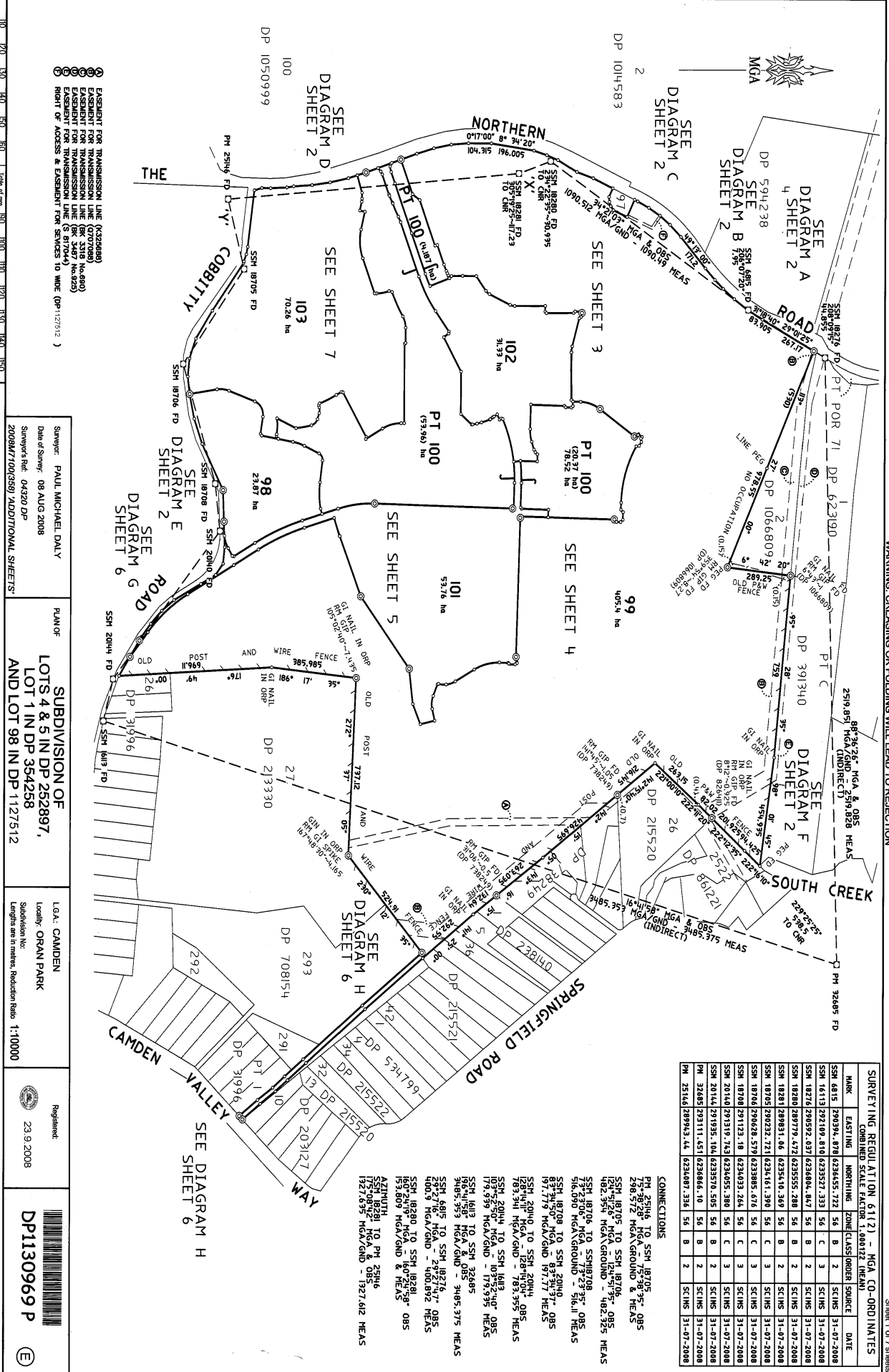
PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)																	
Registered:  06.06.2018	Office Use Only																		
PLAN OF SUBDIVISION OF LOT 274 IN DP 1201753	DP1231903																		
Subdivision Certificate number: <u>14.2016.1238.1</u> Date of Endorsement: <u>01/05/2018</u>		<small>This sheet is for the provision of the following information as required:</small> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, (1919) AS AMENDED IT IS INTENDED TO CREATE:-</p> <p>1. EASEMENT TO DRAIN WATER 1.5 WIDE (B)</p> <table border="1" style="margin: 10px auto; width: 80%;"><thead><tr><th>LOT No.</th><th>STREET NUMBER</th><th>STREET NAME</th><th>STREET TYPE</th><th>LOCALITY</th></tr></thead><tbody><tr><td>1</td><td>10A</td><td>TAYLOR</td><td>STREET</td><td>ORAN PARK</td></tr><tr><td>2</td><td>10B</td><td>TAYLOR</td><td>STREET</td><td>ORAN PARK</td></tr></tbody></table> <p>EXECUTED on behalf of SPRINGS ROAD Pty Limited) ACN 616 556 926 on the <u>2nd</u> day of <u>MAY</u> 2018) by the authorized persons whose signatures appear below pursuant) to Section 127 of the Corporations Act, 2001)</p> <table style="width:100%"><tr><td style="width:50%; vertical-align: top;"><div style="text-align: center;"> _____ Signature Name: <u>WISSAM ELALZI</u> Position Held: DIRECTOR/ SECRETARY SOLE</div></td><td style="width:50%; vertical-align: top;"><div style="text-align: center;"> _____ Signature Name: _____ Position Held: DIRECTOR/SECRETARY</div></td></tr></table> <div style="text-align: right; margin-top: 20px;"> _____ Council Authorised Person</div> <p style="text-align: center; font-size: 0.8em;">If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 317083.01A.DP</p>			LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	1	10A	TAYLOR	STREET	ORAN PARK	2	10B	TAYLOR	STREET	ORAN PARK	<div style="text-align: center;"> _____ Signature Name: <u>WISSAM ELALZI</u> Position Held: DIRECTOR/ SECRETARY SOLE</div>	<div style="text-align: center;"> _____ Signature Name: _____ Position Held: DIRECTOR/SECRETARY</div>
LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY															
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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> Registered: 06.06.2018 </div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF SUBDIVISION OF LOT 274 IN DP 1201753 </div> <div style="margin-top: 5px;"> Subdivision Certificate number: <u>14-2016-1238-1</u> Date of Endorsement: <u>01.05.2018</u> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 20px;">DP1231903</div> <div style="font-size: x-small;"> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>	
<div style="display: flex; justify-content: space-between;"> <div> Consent of National Australia Bank) Limited is hereunto endorsed.) </div> </div> <div style="margin-top: 20px;"> <p style="font-size: 1.2em;">Mortgagee under Mortgage No. AM461800 Signed at Epping VIC. this 10th Day of May 2018 For National Australia Bank limited ABN 12 004 044 937 by Suman Lal its duly appointed Attorney under Power of Attorney No. 39 Book 4512</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Attorney Signature </div> <div style="text-align: center;"> SUMAN LAL SENIOR BUSINESS BANKING MANAGER </div> </div> <div style="margin-top: 20px;"> Witness Signature <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="text-align: center;"> HEATH GRANT ASSOCIATE </div> <div style="text-align: center;"> 2 Graystone Court Epping VIC 3076 </div> <div style="text-align: center;"> Council Authorised Person </div> </div> </div> </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 317083.01A.DP		

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 7 sheets



SURVEYING REGULATION 61(2) - MGA CO-ORDINATES				
MARK	EASTING	NORTHING	ZONE CLASS (ORDER SOURCE)	DATE
SM 6815	290394.878	623465.722	56 B 2	SCINS 31-07-2008
SM 16113	292109.810	623527.333	56 C 3	SCINS 31-07-2008
SM 18276	290892.637	623406.847	56 B 2	SCINS 31-07-2008
SM 18280	289779.472	623555.288	56 B 2	SCINS 31-07-2008
SM 18281	289931.06	623510.369	56 B 2	SCINS 31-07-2008
SM 18705	290222.721	6234161.390	56 C 3	SCINS 31-07-2008
SM 18706	290628.579	623805.676	56 C 3	SCINS 31-07-2008
SM 18708	291123.18	623403.264	56 C 3	SCINS 31-07-2008
SM 20140	291319.104	623405.380	56 C 3	SCINS 31-07-2008
SM 20141	29135.104	623570.505	56 B 2	SCINS 31-07-2008
SM 32485	293111.451	623486.10	56 B 2	SCINS 31-07-2008
PM 25146	289934.44	623487.336	56 B 2	SCINS 31-07-2008

CONNECTIONS

PM 25146 TO SM 18705
75.3828° MGA TO 75.3828° MGA
296.572 MGA/GROUND & MEAS
SM 18705 TO SM 18706
180.000° MGA TO 180.000° MGA
102.954 MGA/GROUND - 102.955 MEAS
SM 18706 TO SM 18708
180.000° MGA TO 180.000° MGA
102.954 MGA/GROUND - 102.955 MEAS
SM 18708 TO SM 20140
180.000° MGA TO 180.000° MGA
102.954 MGA/GROUND - 102.955 MEAS
SM 20140 TO SM 20141
180.000° MGA TO 180.000° MGA
102.954 MGA/GROUND - 102.955 MEAS
SM 20141 TO SM 32485
180.000° MGA TO 180.000° MGA
102.954 MGA/GROUND - 102.955 MEAS
SM 32485 TO PM 25146
180.000° MGA TO 180.000° MGA
102.954 MGA/GROUND - 102.955 MEAS

Surveyor: PAUL MICHAEL DALY
Date of Survey: 08 AUG 2008
Survey Ref: 04320 DP
2008/07/00(358) ADDITIONAL SHEETS

PLAN OF
SUBDIVISION OF
LOTS 4 & 5 IN DP 252897,
LOT 1 IN DP 354258
AND LOT 98 IN DP 1127612

L.G.A.: CAMDEN
Locality: ORAN PARK
Scale: 1:10000
Longitudinal Error: Reduction Ratio 1:10000

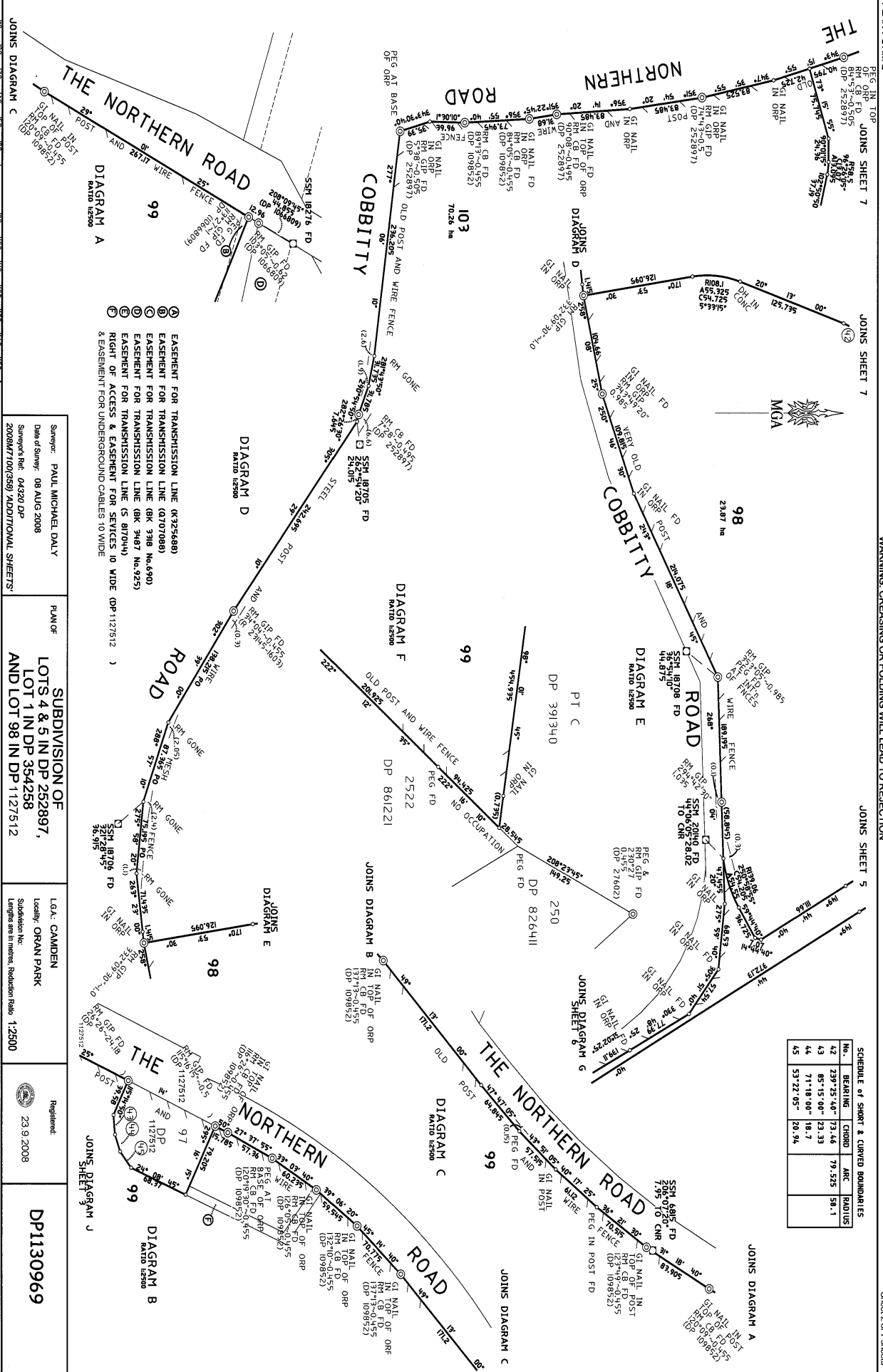
Registered:
23.9.2008

DP1130969 P

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 7 sheets



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	Bearing	CHORD	ARC	RADIUS
42	239°23'44"	73.46	79.525	50.1
43	85°15'00"	23.33		
44	71°18'00"	18.7		
45	53°22'05"	20.94		

Surveyor: PAUL MICHAEL DALY
 Date of Survey: 08 AUG 2008
 Surveyor's Ref: 04320 DP
 2008M/T00(359) ADDITIONAL SHEETS

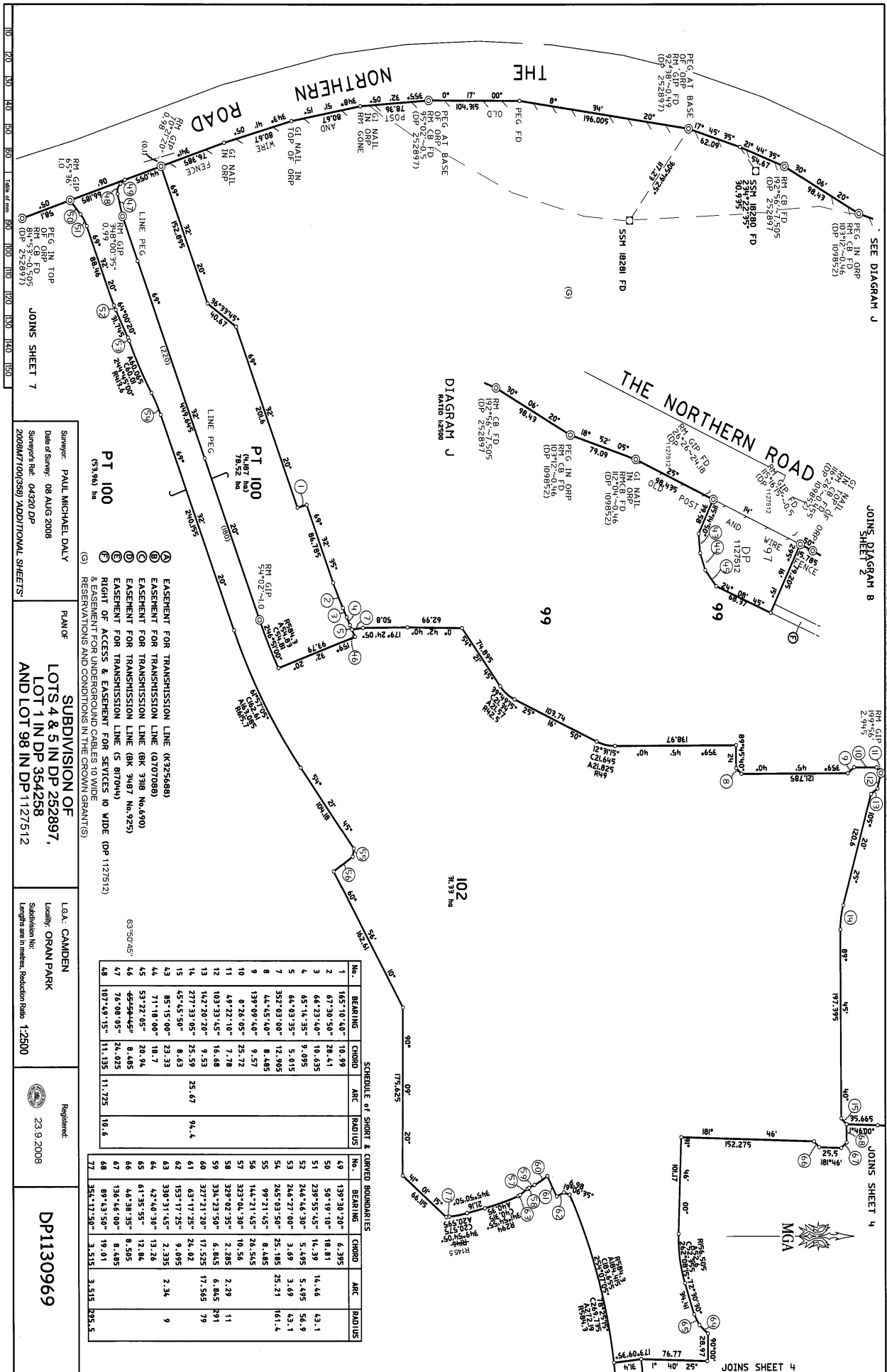
PLAN OF
 SUBDIVISION OF
 LOTS 4 & 5 IN DP 252897,
 LOT 1 IN DP 354288
 AND LOT 98 IN DP 1127512

L.G.A. CAMDEN
 Locality: ORAN PARK
 Lengths are in metres, Reduction Ratio 1:2500

Registered:
 23.9.2008

DP1130969

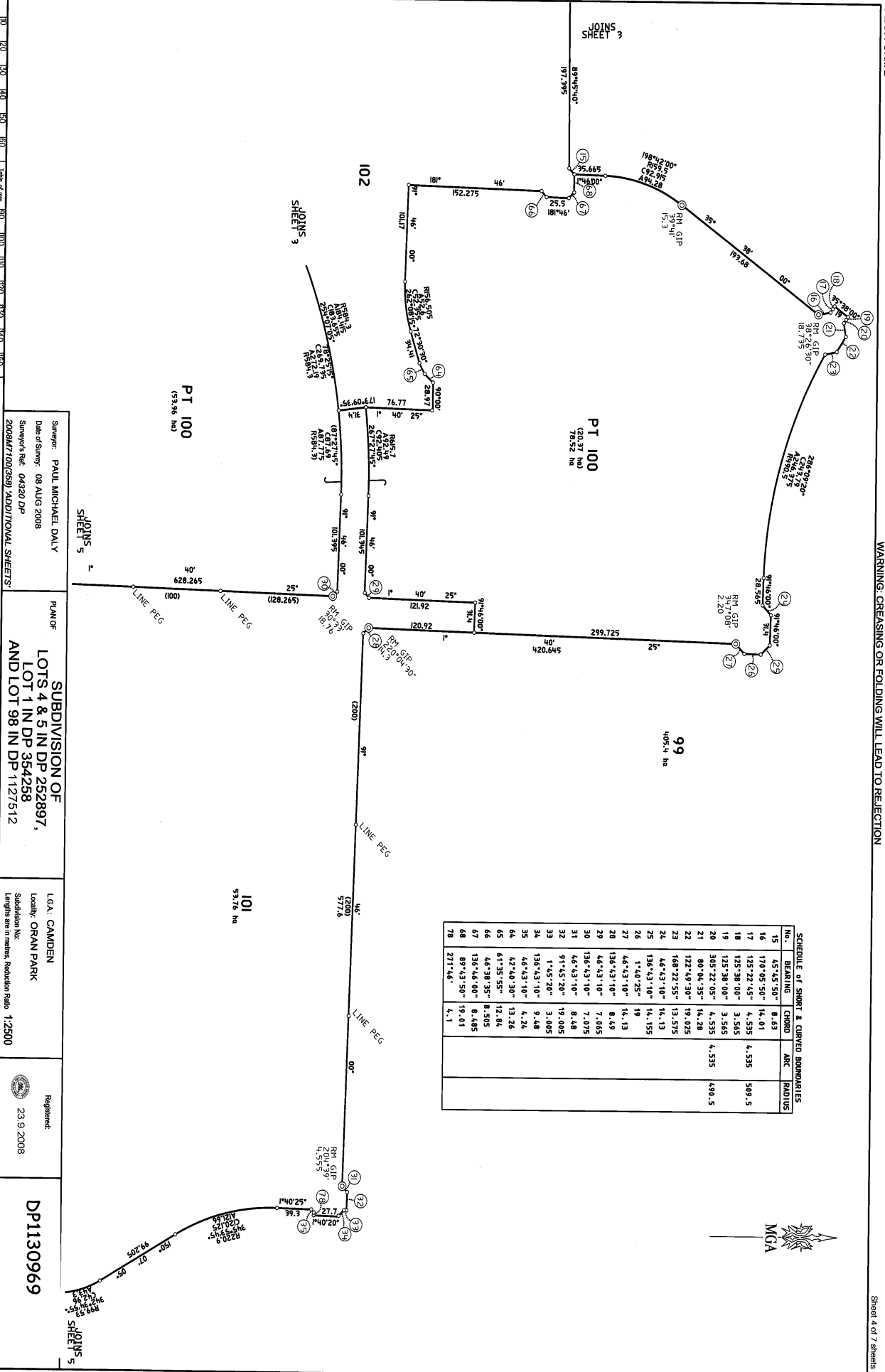
- ① EASEMENT FOR TRANSMISSION LINE (K325488)
- ② EASEMENT FOR TRANSMISSION LINE (K325488)
- ③ EASEMENT FOR TRANSMISSION LINE (K325488)
- ④ EASEMENT FOR TRANSMISSION LINE (K325488)
- ⑤ EASEMENT FOR TRANSMISSION LINE (K325488)
- ⑥ EASEMENT FOR TRANSMISSION LINE (K325488)
- ⑦ EASEMENT FOR TRANSMISSION LINE (K325488)
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- ㉚ EASEMENT FOR TRANSMISSION LINE (K325488)
- ㉛ EASEMENT FOR TRANSMISSION LINE (K325488)
- ㉜ EASEMENT FOR TRANSMISSION LINE (K325488)
- ㉝ EASEMENT FOR TRANSMISSION LINE (K325488)
- ㉞ EASEMENT FOR TRANSMISSION LINE (K325488)
- ㉟ EASEMENT FOR TRANSMISSION LINE (K325488)
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- ㊳ EASEMENT FOR TRANSMISSION LINE (K325488)
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- ㊾ EASEMENT FOR TRANSMISSION LINE (K325488)
- ㊿ EASEMENT FOR TRANSMISSION LINE (K325488)



PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 4 of 7 sheets



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

Surveyor: PAUL MICHAEL DALY
Date of Survey: 08 AUG 2008
Surveyor's Ref: 04320 DP
2008/7100359 / ADDITIONAL SHEETS

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

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

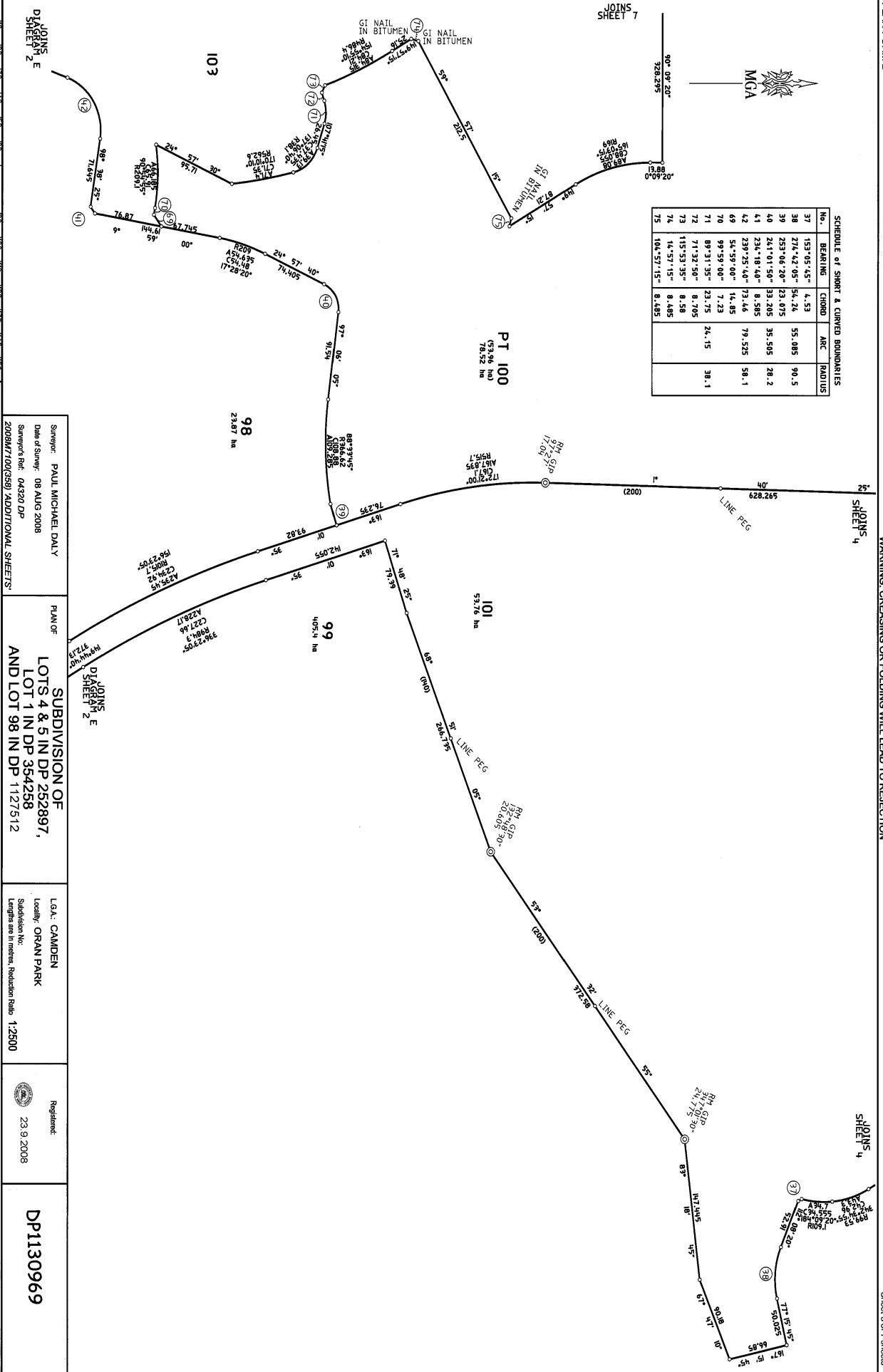
Registered:
23.9.2008

DP1130969

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 5 of 7 sheets



Surveyor: PAUL MICHAEL DALY
 Date of Survey: 08 AUG 2008
 Surveyor's Ref: 04320 DP
 2008/1700(359) ADDITIONAL SHEETS

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

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

Registered:
 23.9.2008

DP1130969

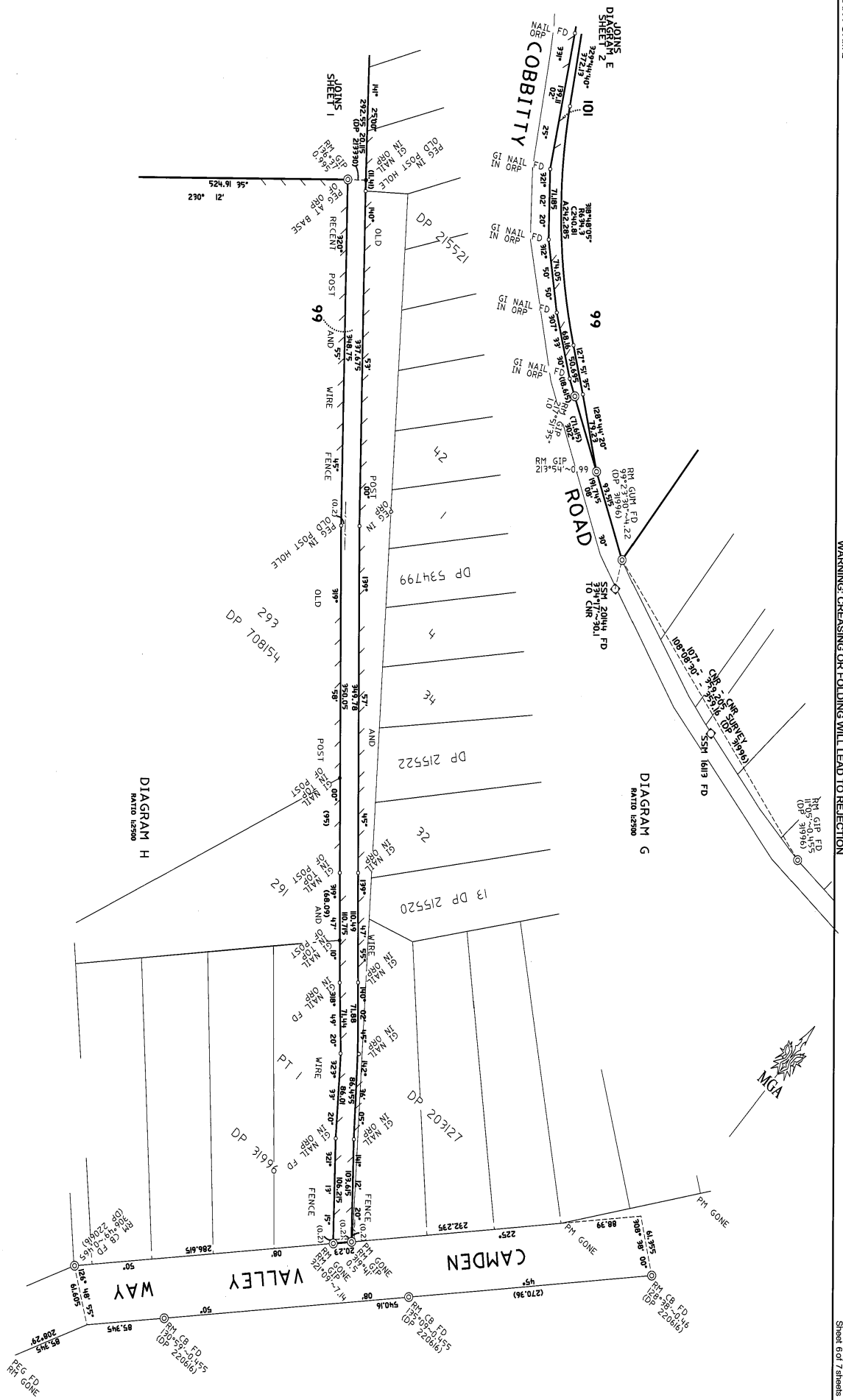
PLAN FORM 2

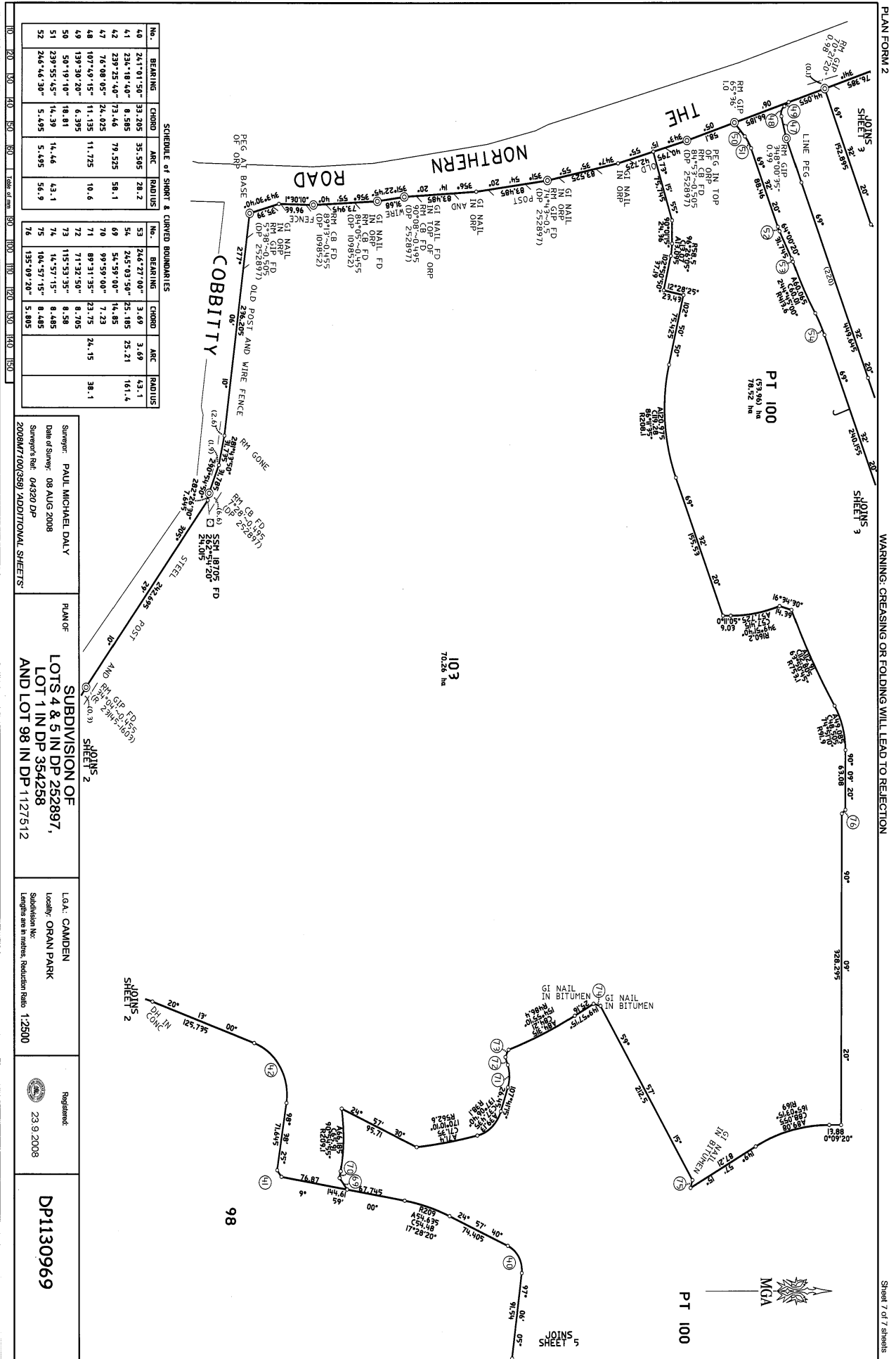
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



Sheet 6 of 7 sheets

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

<p>Surveyor: BENJAMIN JOHN CUMMINGS Date of Survey: 08 AUG 2008 Surveyor's Ref: 04320 DP 2008/1700(358) ADDITIONAL SHEETS</p>	<p>PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512</p>	<p>L.G.A.: CAMDEN Locality: ORAN PARK Subdivision No: Lengths are in metres, Reduction Ratio 1:2500</p>	<p>Registered: 23.9.2008</p>	<p>DP1130969</p>
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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 1 sheet(s)																				
<p>SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :</p> <p>1. RESTRICTION ON THE USE OF LAND</p> <div style="margin-top: 20px;"><p><i>[Signature]</i> Tony Perich director signing on behalf of Leppington Pastoral Pty Ltd under S.127 of the Corporations Act 2001 ACN 000420404</p><p><i>[Signature]</i> Ron Perich director signing on behalf of Leppington Pastoral Pty Ltd under S.127 of the Corporations Act 2001 ACN 000420404</p><p><i>[Signature]</i> MATTHEW BEGGS as delegate of Landcom and I hereby certify that I have no notice of revocation of such delegation.</p></div> <p style="text-align: center; margin-top: 20px;">Use PLAN FORM 6A for additional certificates, signatures, seals and statements</p>	<div style="text-align: center; margin-bottom: 10px;"> DP1130969 S</div> <div style="margin-bottom: 10px;"><p>Registered:  23.9.2008</p><p>Title System: TORRENS</p><p>Purpose: SUBDIVISION</p></div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"><p>PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512</p></div> <div style="margin-bottom: 10px;"><p>L.G.A.: CAMDEN</p><p>Locality: ORAN PARK</p><p>Parish: COOK</p><p>County: CUMBERLAND</p></div> <div style="margin-bottom: 10px;"><p style="text-align: center;">Surveying Regulation, 2006</p><p>I PAUL MICHAEL DALY of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 08 AUG 2008</p><p>The survey relates to LOTS 98 TO 103</p><p>(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p><div style="margin-top: 20px;"><p>Signature: <i>[Signature]</i> Dated: 18-08-2008 Surveyor registered under the Surveying Act, 2002</p></div><p>Datum Line: 'X' - 'Y' Type: Urban/Rural</p></div> <div style="margin-bottom: 10px;"><p style="text-align: center;">Subdivision Certificate</p><p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p><p>the proposed SUBDIVISION set out herein (insert "subdivision" or "new road")</p><div style="margin-top: 20px;"><p><i>[Signature]</i> * Authorised Person/General Manager/Accredited Certifier</p></div><p>Consent Authority: CAMDEN COUNCIL Date of Endorsement: 28 AUG 2008 Accreditation no: 32/2008 Subdivision Certificate no: 5850-280 File no: 5850-280</p><p>* Delete whichever is inapplicable.</p></div> <div style="margin-bottom: 10px;"><p style="text-align: center;">Plans used in the preparation of survey/compilation</p><table border="0" style="width: 100%;"><tr><td>DP 27602</td><td>DP 215522</td><td>DP 623190</td></tr><tr><td>DP 31996</td><td>DP 220616</td><td>DP 708154</td></tr><tr><td>DP 109852</td><td>DP 238140</td><td>DP 738249</td></tr><tr><td>DP 203127</td><td>DP 252897</td><td>DP 826411</td></tr><tr><td>DP 213330</td><td>DP 354258</td><td>DP 861221</td></tr><tr><td>DP 215520</td><td>DP 391340</td><td>DP 1066809</td></tr><tr><td>DP 215521</td><td>DP 534799</td><td>R 23145-1603</td></tr></table><p style="text-align: center; font-size: small;">(if insufficient space use Plan Form 6A annexure sheet)</p></div> <div style="margin-bottom: 10px;"><p>SURVEYOR'S REFERENCE: 04320 DP 2008M7100(358) 'ADDITIONAL SHEETS'</p></div>	DP 27602	DP 215522	DP 623190	DP 31996	DP 220616	DP 708154	DP 109852	DP 238140	DP 738249	DP 203127	DP 252897	DP 826411	DP 213330	DP 354258	DP 861221	DP 215520	DP 391340	DP 1066809	DP 215521	DP 534799	R 23145-1603
DP 27602	DP 215522	DP 623190																				
DP 31996	DP 220616	DP 708154																				
DP 109852	DP 238140	DP 738249																				
DP 203127	DP 252897	DP 826411																				
DP 213330	DP 354258	DP 861221																				
DP 215520	DP 391340	DP 1066809																				
DP 215521	DP 534799	R 23145-1603																				

OFFICE USE ONLY

PLAN FORM 2

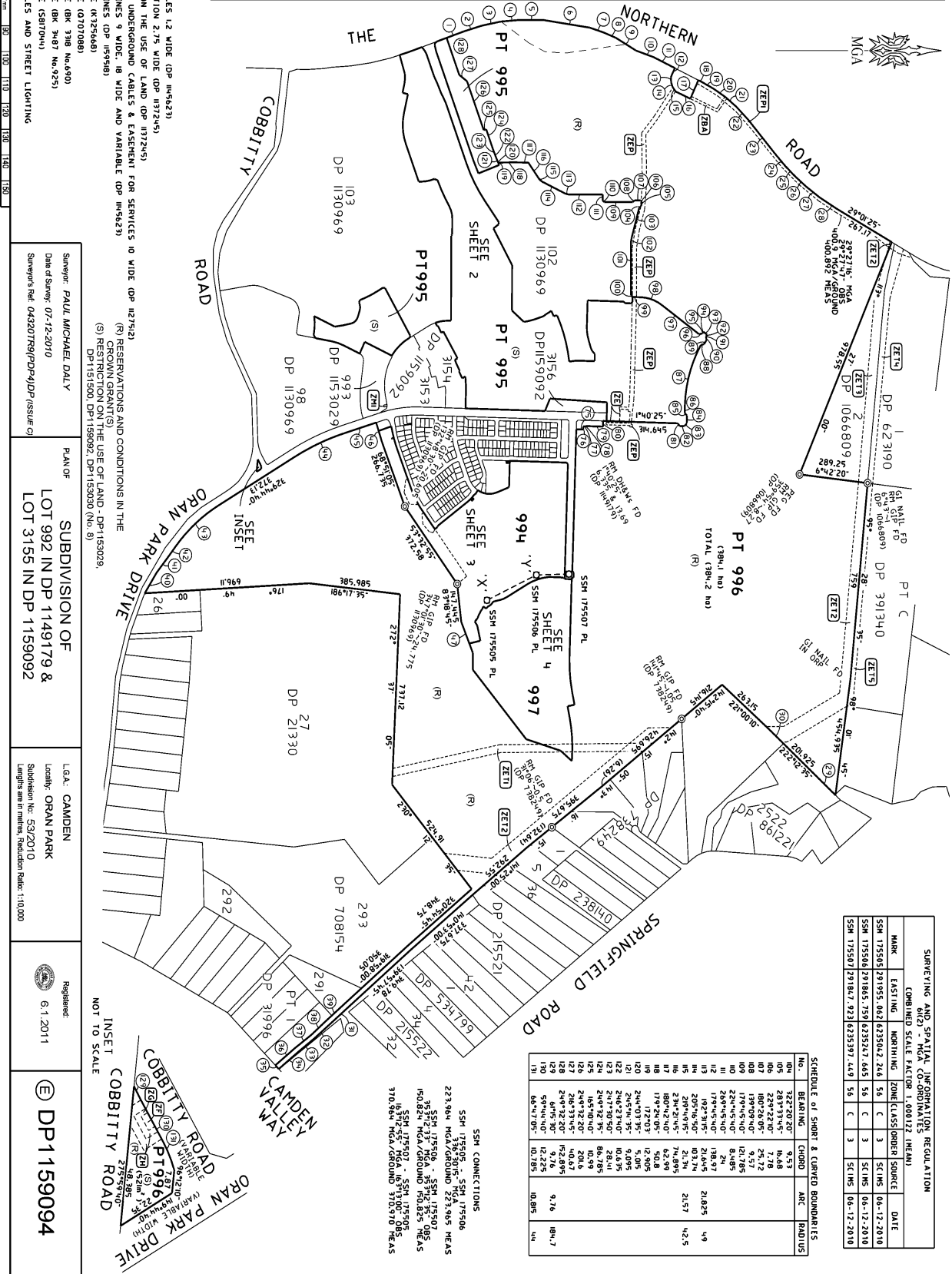
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP1159094

gPlan

Sheet 1 of 4 sheets

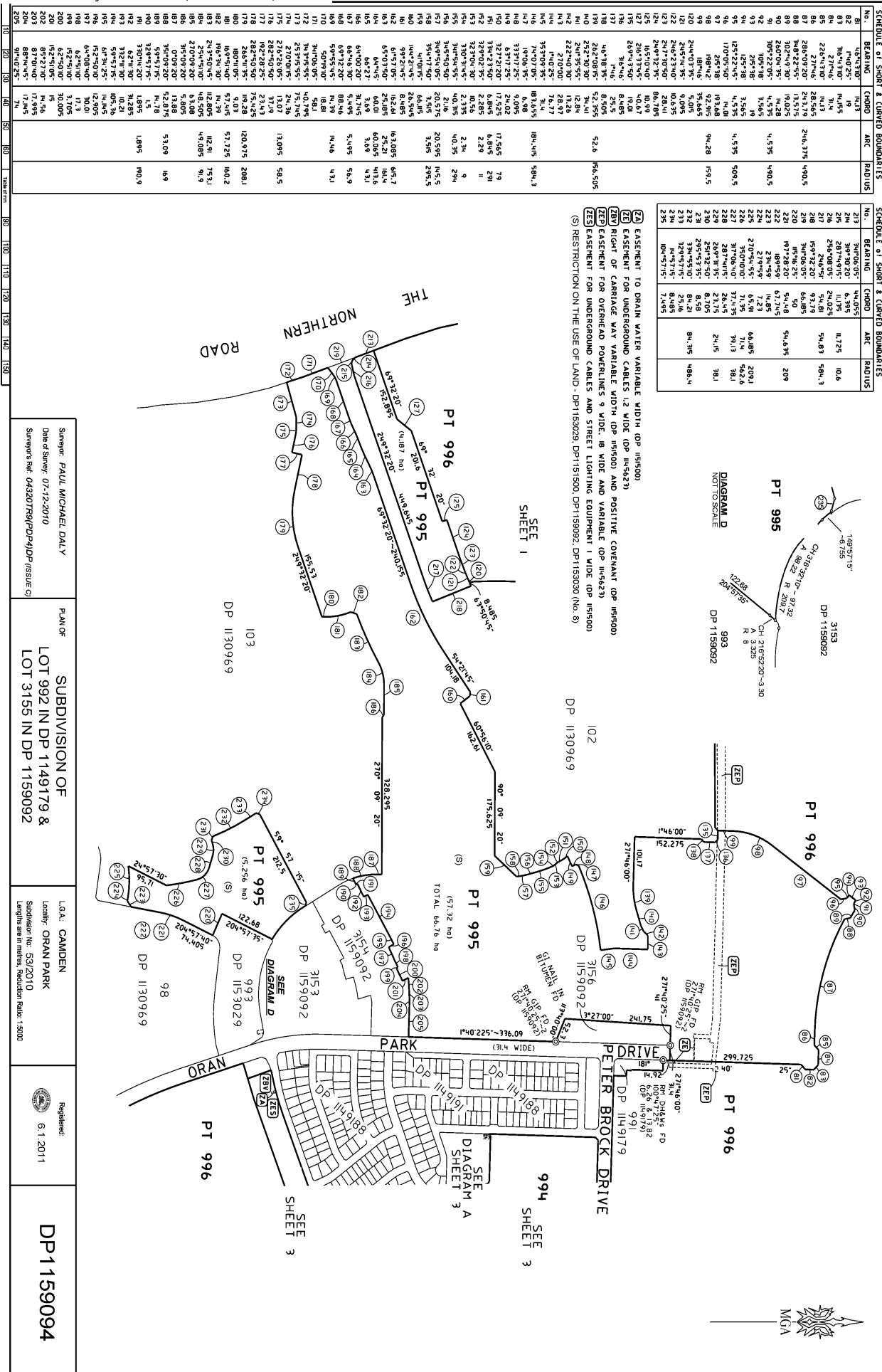
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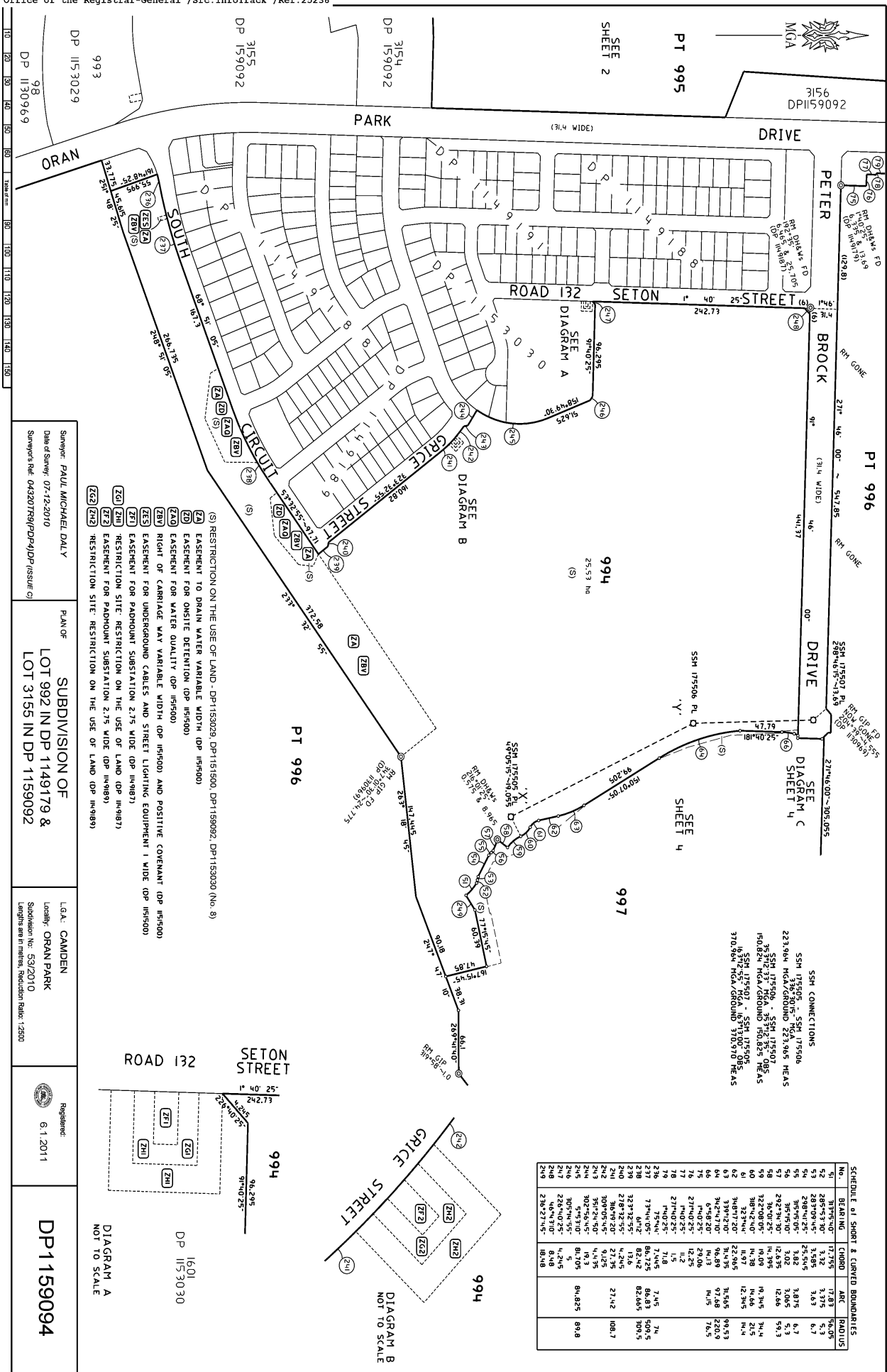


12

SCHEDULE OF SHORT-TERM INVESTMENTS	BEARING	CUMULATIVE	MARKET	RATIOS
217	14,900.00	14,900.00	11.72%	10.6
218	28,714.00	28,714.00	11.15%	
219	25,300.00	25,300.00	24.02%	
220	224,400.00	224,400.00	54.03%	584.3
221	14,900.00	14,900.00	11.15%	
222	185,565.55	185,565.55	66.95%	
223	50	50	50	
224	19,728.00	19,728.00	54.93%	209
225	23,845.00	23,845.00	70.4	
226	27,959.99	27,959.99	7.23%	
227	27,959.99	27,959.99	65.41	
228	66,885	66,885	209.1	
229	37,000.00	37,000.00	56.62	
230	31,913	31,913	30.1	
231	28,915.00	28,915.00	24.15	
232	26,947.35	26,947.35	78.1	
233	24,947.35	24,947.35	70.75	
234	20,947.35	20,947.35	24.15	
235	12,947.35	12,947.35	84.35	586.4
236	34,947.35	34,947.35	25.16	
237	10,947.35	10,947.35	8.08%	
238	1,947.35	1,947.35	1.05%	

(25) RESTRICTION ON THE USE OF LAND - DP153029, DP1515500, DP1150902, DP153030 (No. 8)


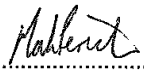

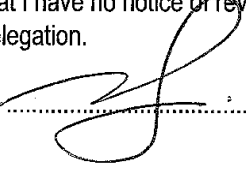

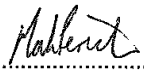

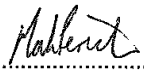







No.	SCHEDULE OF SHORT & CURVED BOUNDARIES			
	BEARING	CURVED	ARC	RADIUS
49	85°12'	133.97	134.26	595.6'
50	86°15'	151.96	152.05	594.3'
51	208°13'30"	13.55	13.75	594.3'
52	208°13'30"	3.585	3.63	6.1'
53	208°13'30"	3.585	3.63	6.1'
54	236°10'25"	25.545	25.545	594.3'
55	236°10'25"	3.02	3.025	5.3'
56	236°10'25"	3.02	3.025	5.3'
57	236°10'25"	12.635	12.635	59.3'
58	236°10'25"	12.635	12.635	59.3'
59	36°00'25"	14.395	14.395	304.4'
60	36°00'25"	14.395	14.395	304.4'
61	36°00'25"	14.395	14.395	304.4'
62	36°00'25"	14.395	14.395	304.4'
63	36°00'25"	14.395	14.395	304.4'
64	36°00'25"	14.395	14.395	304.4'
65	36°00'25"	14.395	14.395	304.4'
66	36°00'25"	14.395	14.395	304.4'
67	36°00'25"	14.395	14.395	304.4'
68	36°00'25"	14.395	14.395	304.4'
69	36°00'25"	14.395	14.395	304.4'
70	36°00'25"	14.395	14.395	304.4'
71	36°00'25"	14.395	14.395	304.4'
72	36°00'25"	14.395	14.395	304.4'
73	274°45'30"	15.005	15.005	304.4'
74	226°45'30"	15.005	15.005	304.4'

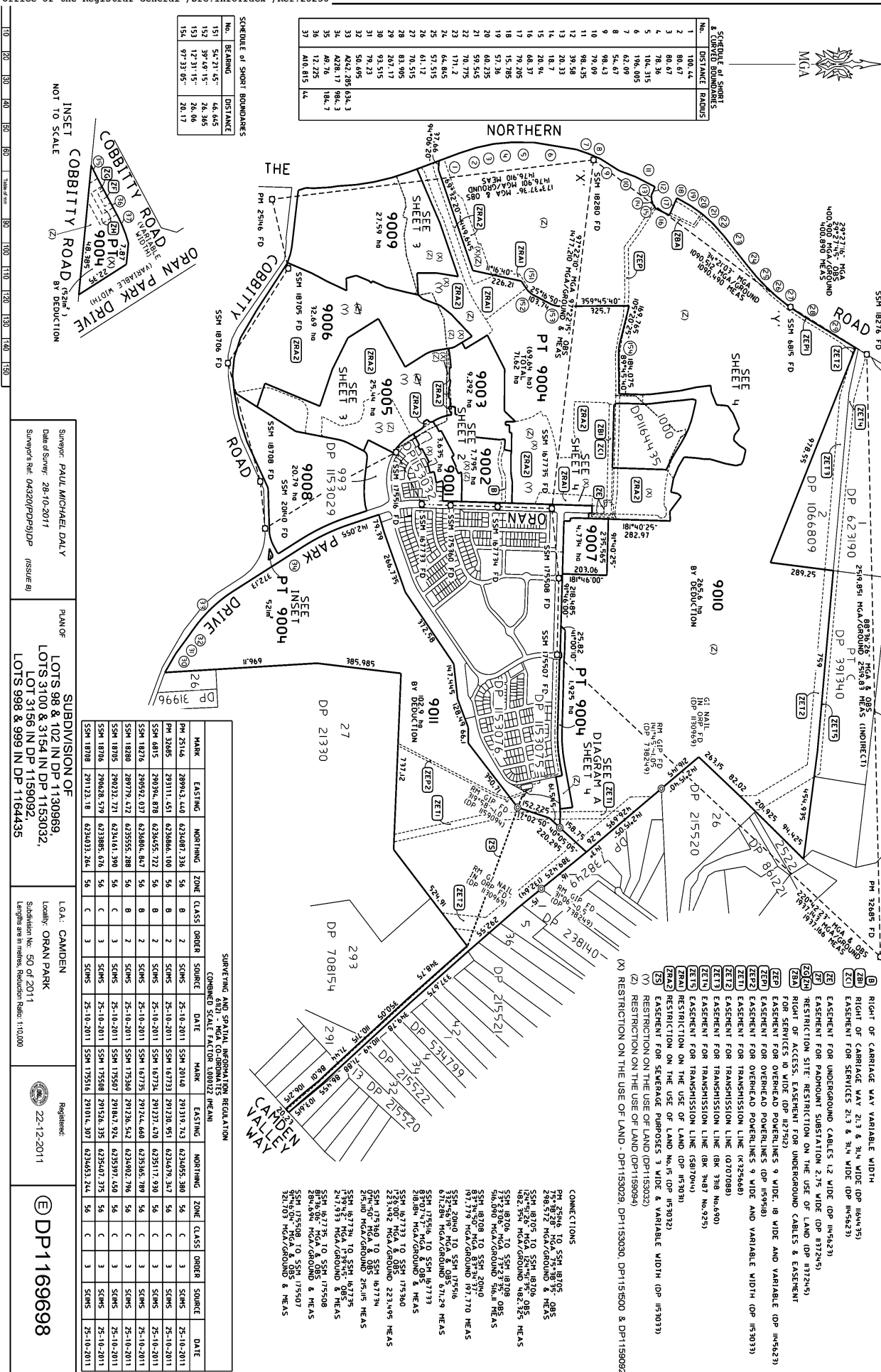
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)														
<p>SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :</p> <p>1. RESTRICTION ON THE USE OF LAND</p> <p style="text-align: center; margin-top: 20px;">Use PLAN FORM 6A for additional certificates, signatures, seals and statements</p>	<div style="text-align: right; font-size: small;">Office Use Only</div> <h2 style="text-align: center; margin: 10px 0;">DP1159094</h2> <hr/> <div style="display: flex; justify-content: space-between;"> <div>Registered: 6.1.2011</div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <hr/> <p>PLAN OF SUBDIVISION OF LOT 992 IN DP 1149179 & LOT 3155 IN DP 1159092</p> <hr/> <p>L.G.A.: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND</p> <hr/> <p style="text-align: center;">Surveying Certificate</p> <p>I, PAUL MICHAEL DALY of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 07-12-2010</p> <p>The survey relates to LOTS 994, 995 & 997 - PT LOT 996 COMPILED</p> <p>(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <p>Signature: Dated: 07-12-2010 <small>Surveyor registered under the Surveying and Spatial Information Act 2002</small></p> <hr/> <p>Datum Line: 'X'-'Y' Type: Urban/Rural</p> <hr/> <p style="text-align: center;">Plans used in the preparation of survey/compilation</p> <table style="width: 100%; border: none;"> <tr> <td>DP 1130969</td> <td>DP 1151500</td> </tr> <tr> <td>DP 1137245</td> <td>DP 1153029</td> </tr> <tr> <td>DP 1145623</td> <td>DP 1153030</td> </tr> <tr> <td>DP 1149179</td> <td>DP 1159092</td> </tr> <tr> <td>DP 1149187</td> <td></td> </tr> <tr> <td>DP 1149188</td> <td></td> </tr> <tr> <td>DP 1149191</td> <td></td> </tr> </table> <p style="text-align: center; font-size: x-small;">(if insufficient space use Plan Form 6A annexure sheet)</p> <hr/> <p>SURVEYOR'S REFERENCE: 04320TR9(PDP4)DP (ISSUE C)</p>		DP 1130969	DP 1151500	DP 1137245	DP 1153029	DP 1145623	DP 1153030	DP 1149179	DP 1159092	DP 1149187		DP 1149188		DP 1149191	
DP 1130969	DP 1151500															
DP 1137245	DP 1153029															
DP 1145623	DP 1153030															
DP 1149179	DP 1159092															
DP 1149187																
DP 1149188																
DP 1149191																
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>Iin approving this plan certify <small>(Authorised Officer)</small> that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: Date: File Number: Office:</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>SUBDIVISION</u> set out herein <small>(insert "subdivision" or "new road")</small></p> <p style="text-align: center; margin-top: 20px;"></p> <p>* Authorised Person/General Manager/Accredited Certifier</p> <p>Consent Authority: <u>CAMDEN COUNCIL</u> Date of Endorsement: <u>22 DEC 2010</u> Accreditation no: Subdivision Certificate no: <u>53/2010</u> File no: <u>DA1176/2010</u></p> <p style="font-size: x-small;">* Strike through inapplicable parts.</p>															

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)						
PLAN OF SUBDIVISION OF LOT 992 IN DP 1149179 & LOT 3155 IN DP 1159092	Office Use Only DP1159094							
	Registered:  6.1.2011	Office Use Only						
Subdivision Certificate No: 53/2010 Date of Endorsement: 22 DEC 2010								
<p>Signed by Leppington Pastoral Company Pty Ltd ACN 000420404</p> <table border="0"><tr><td>Signature: </td><td>Signature: </td></tr><tr><td>Print Name: Mark Perich</td><td>Print Name: Ralph Bruce</td></tr><tr><td>Office Held: P.O.A Book 4586 No. 836</td><td>Office Held: P.O.A Book 4586 Book 836 Regd 27/03/2010</td></tr></table> <p>Signed by me MATTHEW JOHN BEGGS as delegate of Landcom and I hereby declare that I have no notice of revocation of such delegation.</p> <p>Signature: </p> <p style="text-align: right;"></p>			Signature: 	Signature: 	Print Name: Mark Perich	Print Name: Ralph Bruce	Office Held: P.O.A Book 4586 No. 836	Office Held: P.O.A Book 4586 Book 836 Regd 27/03/2010
Signature: 	Signature: 							
Print Name: Mark Perich	Print Name: Ralph Bruce							
Office Held: P.O.A Book 4586 No. 836	Office Held: P.O.A Book 4586 Book 836 Regd 27/03/2010							
SURVEYOR'S REFERENCE: 04320TR9(PDP4)DP (ISSUE C)								

No.	INSTANCE	RAIIONS
1	108.46	
2	80.67	
3	80.67	
4	78.36	
5	104.315	
6	104.005	
7	62.69	
8	78.69	
9	78.69	
10	78.69	
11	98.475	
12	39.58	
13	20.33	
14	18.7	
15	20.94	
16	68.37	
17	79.205	
18	15.785	
19	57.36	
20	64.235	
21	59.545	
22	70.775	
23	17.72	
24	57.515	
25	57.515	
26	41.12	
27	70.515	
28	83.905	
29	267.17	
30	39.515	
31	79.23	
32	58.695	
33	52.585	
34	42.78	934.3
35	46.76	186.7
36	12.225	
37	40.615	
38	44	

No.	BEARING	DISTANCE
151	S4°21'45"	46.645
152	39°49'15"	26.365
153	12°31'15"	26.06
154	97°33'05"	20.17

INSECT ROAD (521m)
NOT TO SCALE
(Z)
BY DEDUCTION



SURVEY AND SPATIAL INFORMATION REGULATION 612) - NAMA COORDINATES (COMBINED SCALE FACTOR 100012) (MEAN)															
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE	DATE	MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE	DATE
PH 3245	289934.441	6234087.336	56	B	2	SOMES	25-10-2011	S5M 167734	291319.743	6234055.380	56	C	3	SOMES	25-10-2011
PM 2516	293111.451	6234087.336	56	B	2	SOMES	25-10-2011	S5M 167735	291239.268	6234055.387	56	C	3	SOMES	25-10-2011
SM 4415	290394.478	6234045.722	56	B	2	SOMES	25-10-2011	S5M 167736	291237.170	6233517.930	56	C	3	SOMES	25-10-2011
SM 1870	289552.327	6235008.847	56	B	2	SOMES	25-10-2011	S5M 167737	291234.464	6235365.789	56	C	3	SOMES	25-10-2011
SM 18726	289779.747	6235008.847	56	B	2	SOMES	25-10-2011	S5M 173540	291235.442	6235002.796	56	C	3	SOMES	25-10-2011
SM 18728	289779.747	6235008.847	56	B	2	SOMES	25-10-2011	S5M 173541	291234.974	6235307.450	56	C	3	SOMES	25-10-2011
SM 18705	290028.329	6235008.847	56	C	3	SOMES	25-10-2011	S5M 173548	291524.375	6235407.375	56	C	3	SOMES	25-10-2011
SM 18708	291123.18	6234031.264	56	C	3	SOMES	25-10-2011	S5M 173551	291014.307	6234051.244	56	C	3	SOMES	25-10-2011

[illegible]

PLAN FORM 2

DP1169698

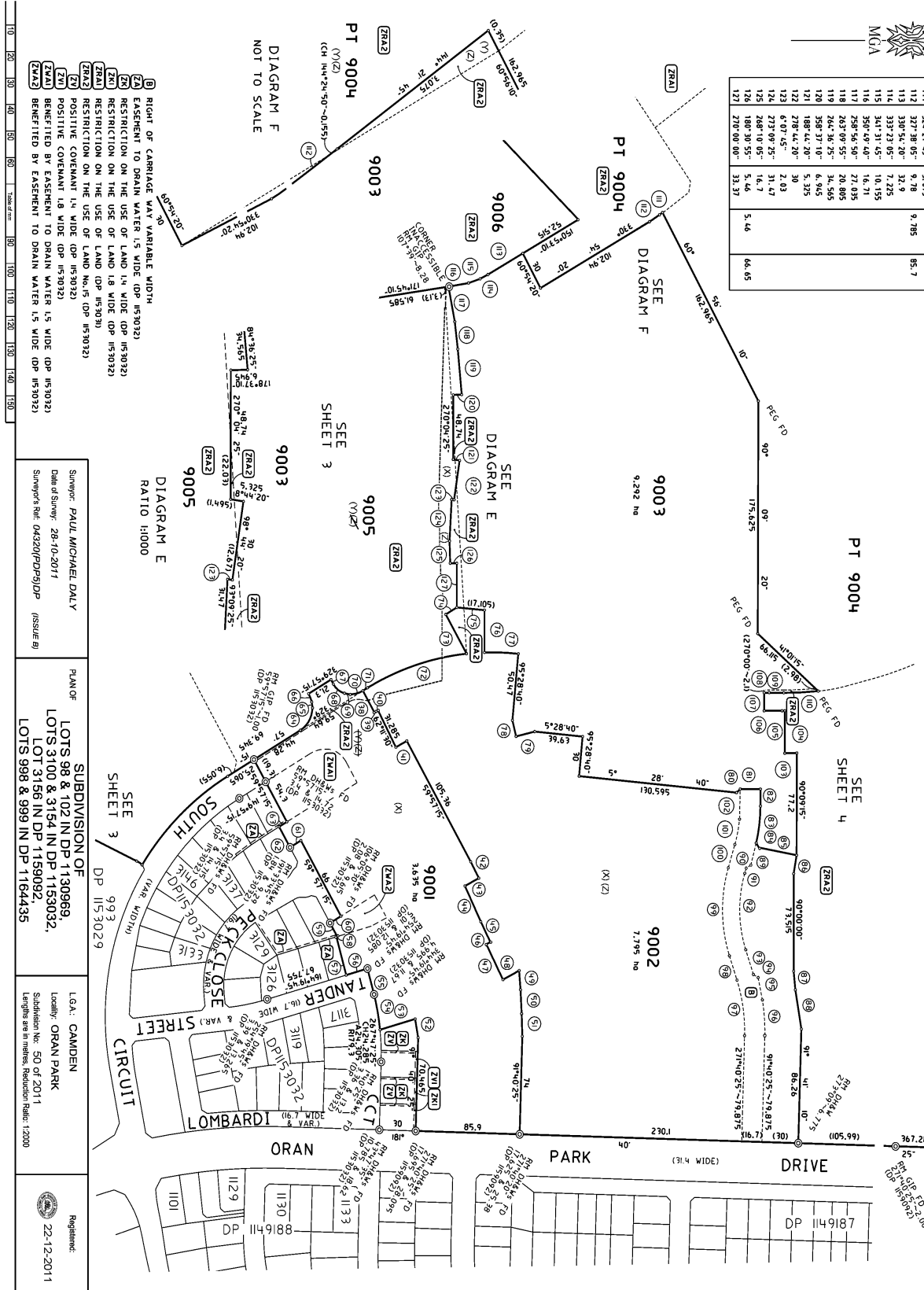
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan Sheet 2 of 4 sheets

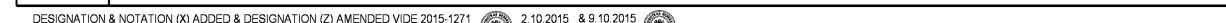


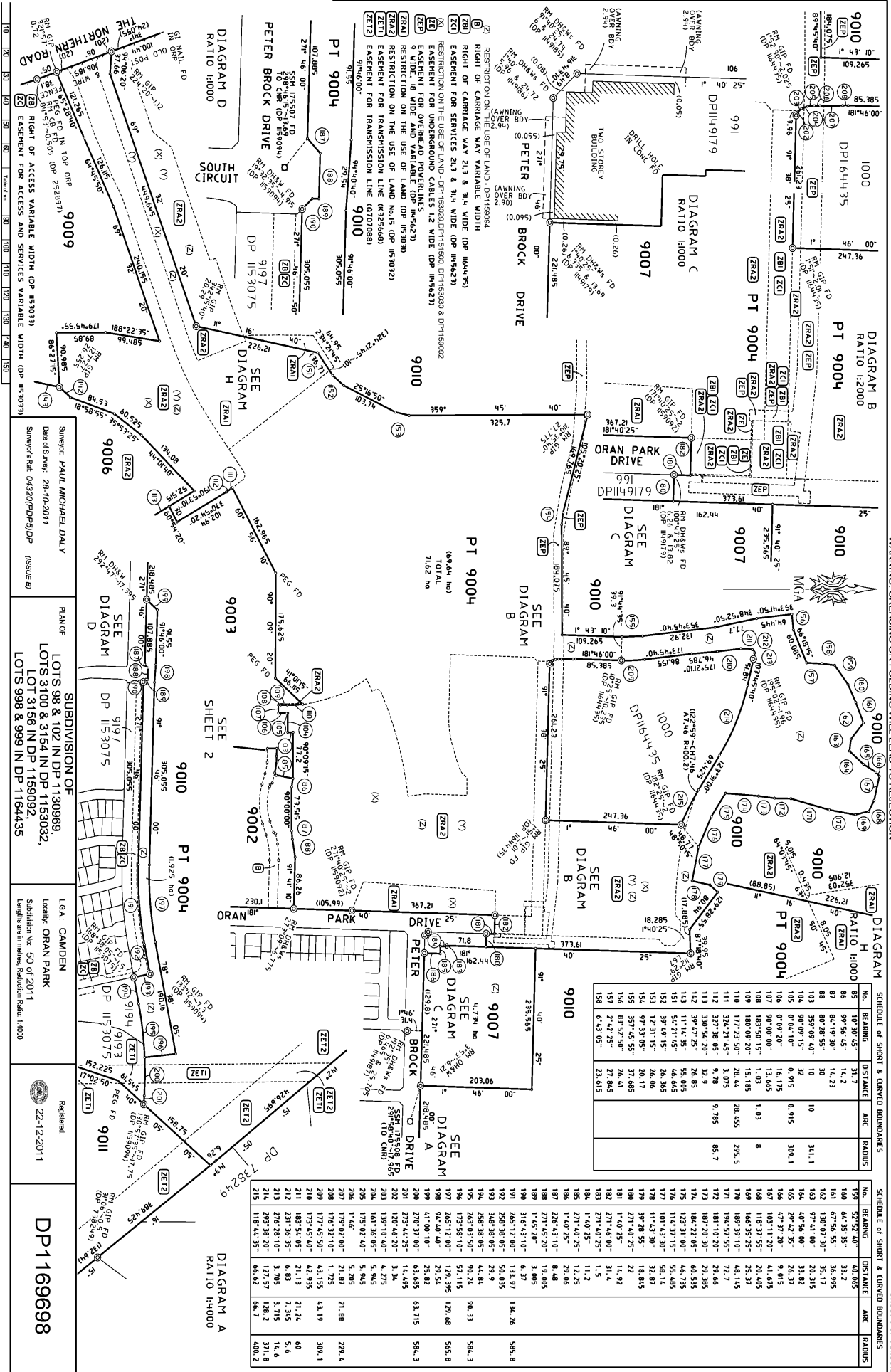
SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DISTANCE	RADIUS
110	177°23'57"	28.44	285.5
111	32°21'45"	3.078	
112	327°38'05"	9.78	
113	330°54'20"	32.9	9.785
114	333°23'05"	7.225	
115	341°31'45"	10.155	
116	350°49'40"	16.71	
117	258°56'50"	27.035	
118	263°09'55"	20.805	
119	264°36'25"	34.565	
120	358°37'10"	6.945	
121	188°44'20"	5.325	
122	278°44'20"	2.03	
123	6°07'45"	31.47	
124	273°09'25"	16.7	
125	268°10'55"	16.7	
126	180°30'55"	5.46	66.65
127	270°00'00"	33.31	

(Y) RESTRICTION ON THE USE OF LAND (DP1153022)
(Z) RESTRICTION ON THE USE OF LAND (DP1153029)
(X) RESTRICTION ON THE USE OF LAND (DP1153029, DP1153030, DP1153031, DP1153032)


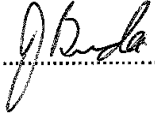

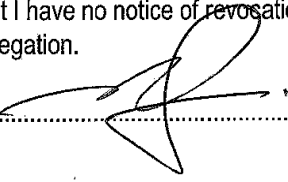
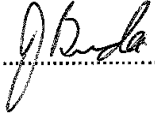

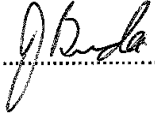






SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	DISTANCE	RADIUS
30	59°57'15"	19.3	
31	329°57'15"	1.5	
40	330°14'20"	1.895	1.895
41	152°11'30"	10.21	
42	61°34'30"	14.145	
43	152°50'10"	12.905	
44	64°08'40"	30.01	
45	62°51'10"	17.3	
46	152°51'10"	3.705	
47	62°50'10"	30.005	
48	152°51'05"	15	
49	85°27'10"	14.56	
50	87°01'40"	17.995	
51	88°14'40"	17.145	
52	129°12'25"	34.255	
53	129°12'25"	34.255	
54	259°34'15"	27.115	
55	259°34'15"	20.3	
56	164°19'45"	18.795	
57	254°19'45"	30	
58	344°19'45"	0.7	
59	239°57'15"	11.8	
60	239°57'15"	10.4	
61	149°57'15"	10.4	
62	239°57'15"	7.4	
63	239°57'15"	22.58	24.03
64	295°11'15"	0.96	
65	257°40'25"	6.75	25.9
66	247°26'20"	3.935	
67	59°57'15"	11.44	14.8
68	37°12'50"	0.44	
69	16°28'15"	15	15.385
70	333°12'50"	15.385	
71	329°57'15"	18.465	
72	329°57'15"	34.255	210.2
73	239°57'15"	10.525	
74	329°57'15"	22.95	
75	57°09'55"	22.95	
76	60°00'00"	27.915	210.2
77	2°07'25"	27.915	
78	16°04'25"	12.5	
79	164°43'25"	15.88	
80	137°40'55"	4.04	
81	0°09'15"	16.7	
82	90°09'15"	12.925	116.7
83	97°04'00"	28.09	
84	57°36'40"	4.085	
85	57°30'45"	31.7	
86	99°56'45"	14.23	
87	64°19'30"	16.155	
88	106°28'55"	30	
89	104°53'40"	17.24	
90	144°46'50"	4.48	
91	89°11'20"	52.75	
92	71°19'40"	19.7	
93	359°09'15"	32	58.095
94	0°04'10"	0.915	94.15
95	0°04'10"	0.915	
96	0°09'20"	16.715	
97	90°00'00"	13.665	
98	181°50'15"	15.185	
99	180°00'20"	15.185	

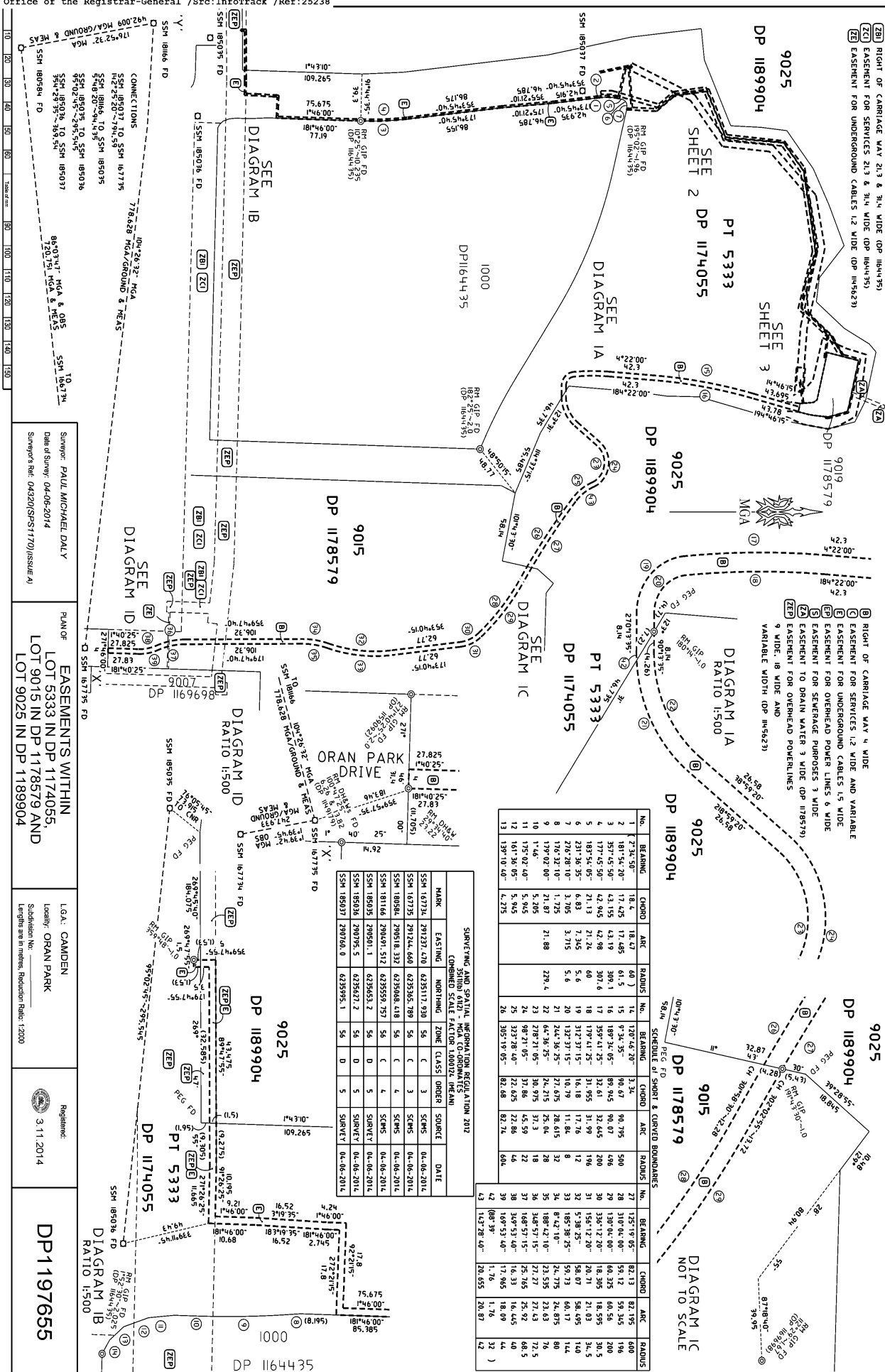


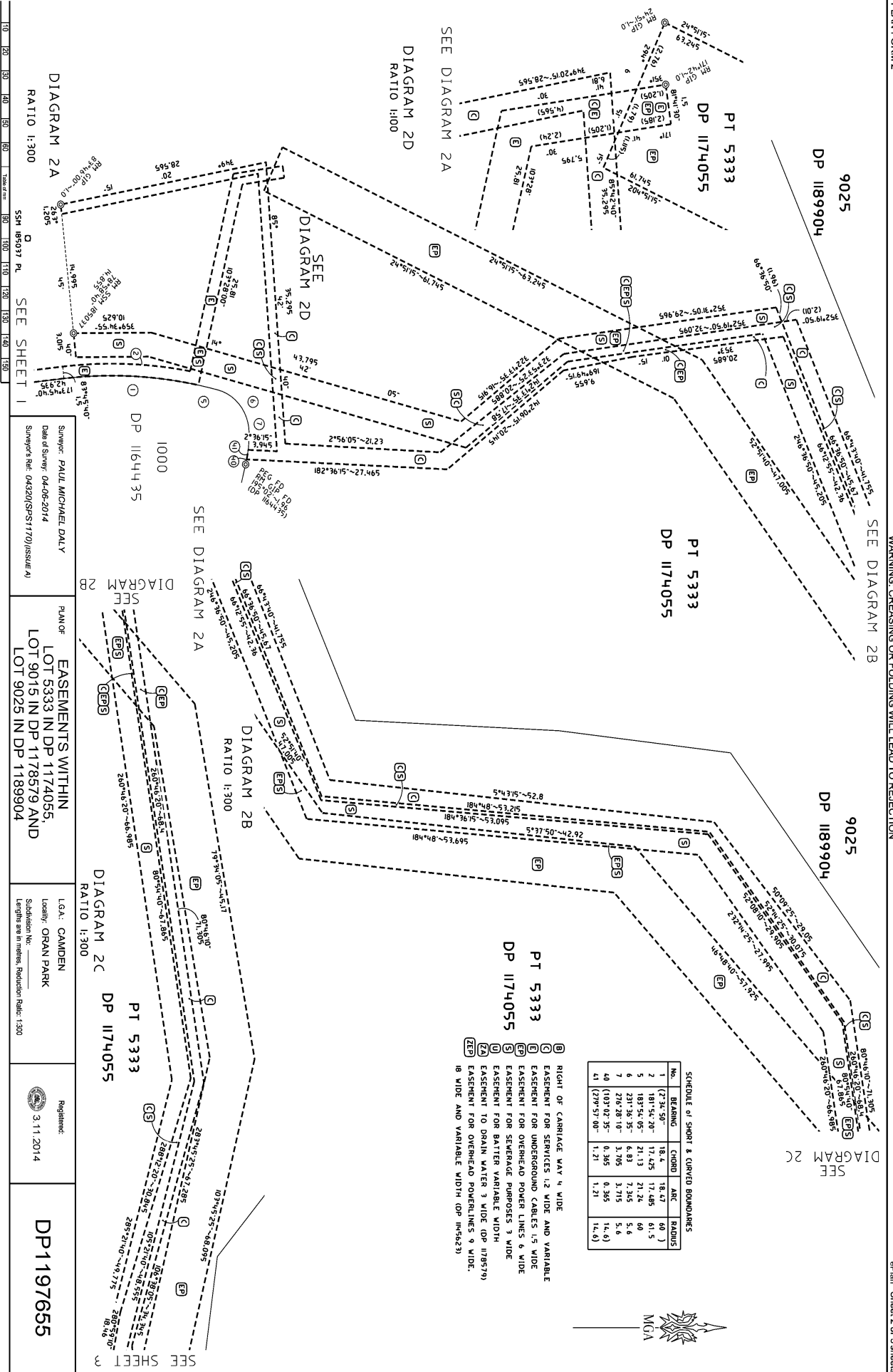


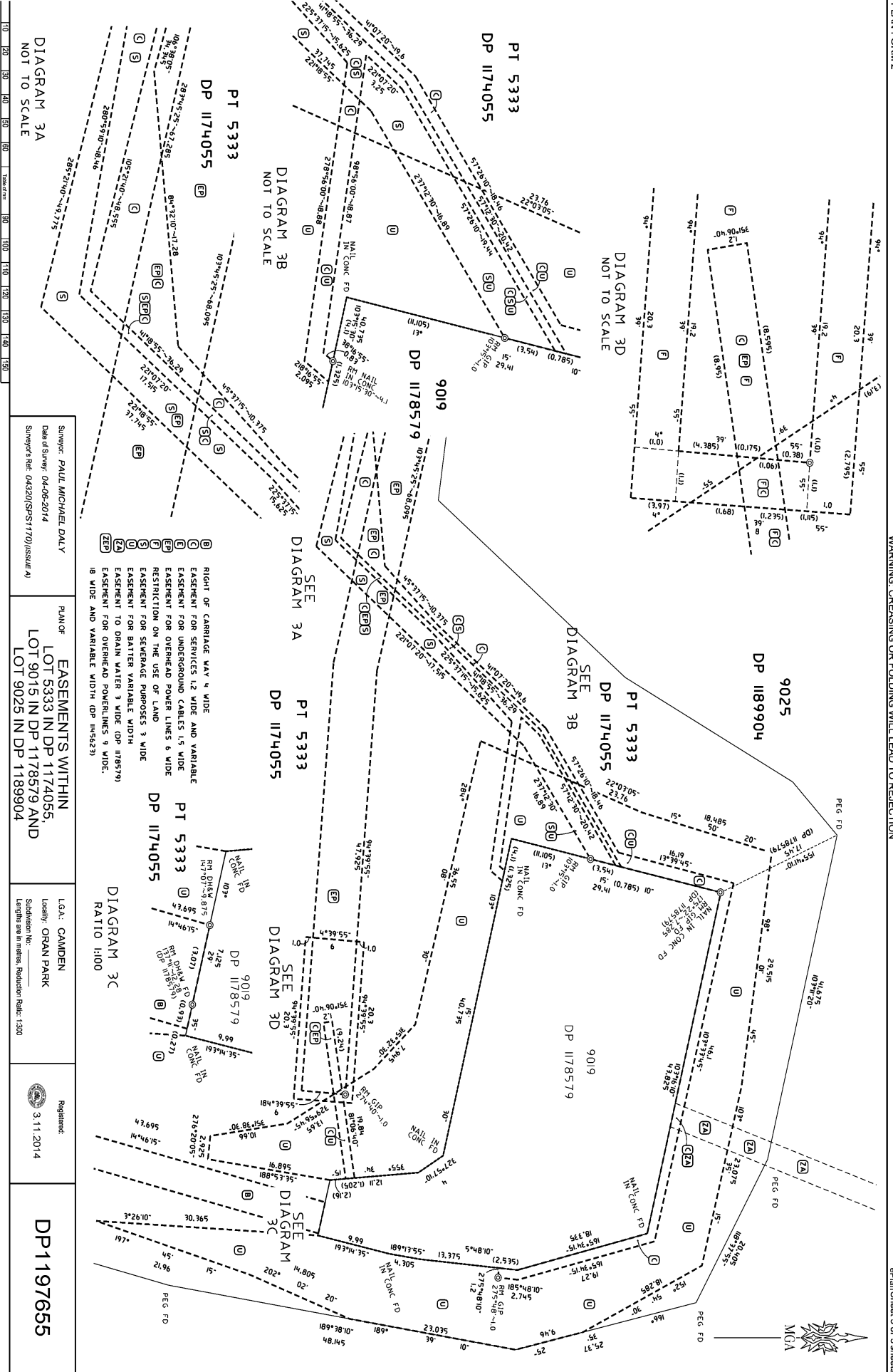
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)																					
<p>SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves, drainage reserves or create easements, restrictions on the use of land and positive covenants.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :</p> <p>1. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B) 2. RESTRICTION ON THE USE OF LAND</p>	<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin: 10px 0;">DP1169698</div>																						
<p>If space is insufficient use PLAN FORM 6A annexure sheet</p> <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I in approving this plan certify <small>(Authorised Officer)</small> that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: Date: File Number: Office:</p>	<div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered: 22-12-2011</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>																						
	<p>PLAN OF SUBDIVISION OF LOTS 98 & 102 IN DP 1130969, LOTS 3100 & 3154 IN DP 1153032, LOT 3156 IN DP 1159092, LOTS 998 & 999 IN DP 1164435</p>																						
	<p>L.G.A.: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND</p>																						
<p style="text-align: center;">Survey Certificate</p> <p>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: 28-10-2011</p> <p>The survey relates to LOTS 9001 TO 9011 PART LOTS 9010 & 9011 COMPILED (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <p>Signature: Dated: 28-10-2011 <small>Surveyor registered under the Surveying and Spatial Information Act 2002</small></p>																							
<p style="text-align: center;">Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>SUBDIVISION</u> set out herein <small>(insert 'subdivision' or 'new road')</small></p> <p style="text-align: center;"></p> <p>* Authorised Person/General Manager/Accredited Certifier</p> <p>Consent Authority: <u>Camden Council</u> Date of Endorsement: <u>16th November 2011</u> Accreditation no: Subdivision Certificate no: <u>50 of 2011</u> File no: <u>DA1061/2011</u></p> <p style="font-size: small;">* Strike through inapplicable parts.</p>																							
<p style="text-align: center;">Plans used in the preparation of survey/compilation</p> <table style="width:100%; border: none;"> <tr> <td>DP 109852</td> <td>DP 1149185</td> <td>DP 1159094</td> </tr> <tr> <td>DP 252897</td> <td>DP 1149186</td> <td>DP 1164435</td> </tr> <tr> <td>DP 738249</td> <td>DP 1149187</td> <td>R23145-1603</td> </tr> <tr> <td>DP 1130969</td> <td>DP 1151500</td> <td></td> </tr> <tr> <td>DP 1133602</td> <td>DP 1153032</td> <td></td> </tr> <tr> <td>DP 1149179</td> <td>DP 1153075</td> <td></td> </tr> <tr> <td>DP 1149182</td> <td>DP 1159092</td> <td></td> </tr> </table> <p style="text-align: center; font-size: small;">If space is insufficient use PLAN FORM 6A annexure sheet</p>			DP 109852	DP 1149185	DP 1159094	DP 252897	DP 1149186	DP 1164435	DP 738249	DP 1149187	R23145-1603	DP 1130969	DP 1151500		DP 1133602	DP 1153032		DP 1149179	DP 1153075		DP 1149182	DP 1159092	
DP 109852	DP 1149185	DP 1159094																					
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DP 1130969	DP 1151500																						
DP 1133602	DP 1153032																						
DP 1149179	DP 1153075																						
DP 1149182	DP 1159092																						
<p>Surveyor's Reference: <u>04320(PDP5)DP</u> (ISSUE A)</p>																							

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

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








PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
<p>Office Use Only</p> <p>Registered:  3.11.2014</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p>DP1197655</p>	
<p>PLAN OF EASEMENTS WITHIN LOT 5333 IN DP 1174055, LOT 9015 IN DP 1178579 AND LOT 9025 IN DP 1189904</p>	<p>L.G.A.: CAMDEN</p> <p>Locality: ORAN PARK</p> <p>Parish: COOK</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I PAUL MICHAEL DALY of JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELLTOWN a surveyor registered under the <i>Surveying and Spatial Information Act,</i> 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on</p> <p>*(b) The part of the land in the plan (being excluding EASEMENTS ) was surveyed in accordance with the <i>Surveying and Spatial</i> <i>Information Regulation 2012</i>, is accurate and the survey was completed on 04-06-2014..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 26-9-2014</p> <p>Surveyor ID: 898</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: Urban/Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous</p> <p><small>* Strike through if inapplicable. ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	
<p>Subdivision Certificate</p> <p>I *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p><small>* Strike through if inapplicable.</small></p>	<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>Plans used in the preparation of survey/compilation</p> <p>DP 1145623 DP 1189904</p> <p>DP 1149179</p> <p>DP 1159092</p> <p>DP 1164435</p> <p>DP 1169698</p> <p>DP 1174055</p> <p>DP 1178579</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 04320(SPS1170) (ISSUE A)</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  3.11.2014

PLAN OF EASEMENTS WITHIN
LOT 5333 IN DP 1174055,
LOT 9015 IN DP 1178579 AND
LOT 9025 IN DP 1189904

DP1197655

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

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

Subdivision Certificate Number:.....

Date of Endorsement:.....

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

1. EASEMENT FOR SERVICES 1.2 WIDE AND VARIABLE (C)
2. EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (E)
3. EASEMENT FOR OVERHEAD POWER LINES 6 WIDE (EP)
4. EASEMENT FOR SEWERAGE PURPOSES 3 WIDE (S)
5. RIGHT OF CARRIAGE WAY 4 WIDE (B)
6. EASEMENT FOR BATTER VARIABLE WIDTH (U)
7. RESTRICTION ON THE USE OF LAND (F)

IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGE WAY 4 WIDE (CREATED BY DP 1178579)
2. EASEMENT FOR SERVICES 1.2 WIDE (CREATED BY DP 1178579)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320(SPS1170)

(ISSUE A)


PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

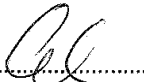
Office Use Only		Office Use Only	
Registered:  3.11.2014		<h1>DP1197655</h1>	
PLAN OF EASEMENTS WITHIN LOT 5333 IN DP 1174055, LOT 9015 IN DP 1178579 AND LOT 9025 IN DP 1189904			
Subdivision Certificate Number:..... Date of Endorsement:.....		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: 


Print Name: MARK PERICH

Office Held P of A DIRECTOR

Witness Signature: 

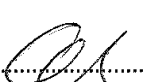
Print Name: Lexie Churchill

Address of Witness: CNR PETER BROCK DR
& ORAN PARK DR
ORAN PARK TOWN NSW 2570

Signature: 

Print Name: NATHAN WHISHAW

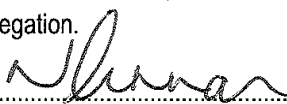
Office Held P of A 4670 N. 734

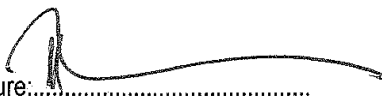
Witness Signature: 

Print Name: Lexie Churchill

Address of Witness: CNR PETER BROCK DR
& ORAN PARK DR
ORAN PARK TOWN NSW 2570

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

Signature: 

Witness Signature: 

Print Name: MATTHEW POUCH

Address of Witness: 44, 60 STATION ST
PARAMATTA NSW 2150.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320(SPS1170)

(ISSUE A)


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection


ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)


Office Use Only		Office Use Only	
Registered:  3.11.2014		<h1>DP1197655</h1>	
PLAN OF EASEMENTS WITHIN LOT 5333 IN DP 1174055, LOT 9015 IN DP 1178579 AND LOT 9025 IN DP 1189904			
Subdivision Certificate Number:..... Date of Endorsement:.....		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

Signed by Perich Property Pty Ltd
ACN 001 253 587

Signature: 

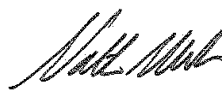
Print Name: MARK PERICH

Office Held ~~P of A~~ DIRECTOR

Witness Signature: 


Print Name: Lexie Churchill

Address of Witness: CNR PETER BROCK DR
& ORAN PARK DR
ORAN PARK TOWN NSW 2570

Signature: 

Print Name: NATHAN WHISLAND

Office Held ~~P of A~~ 4670 No. 734

Witness Signature: 

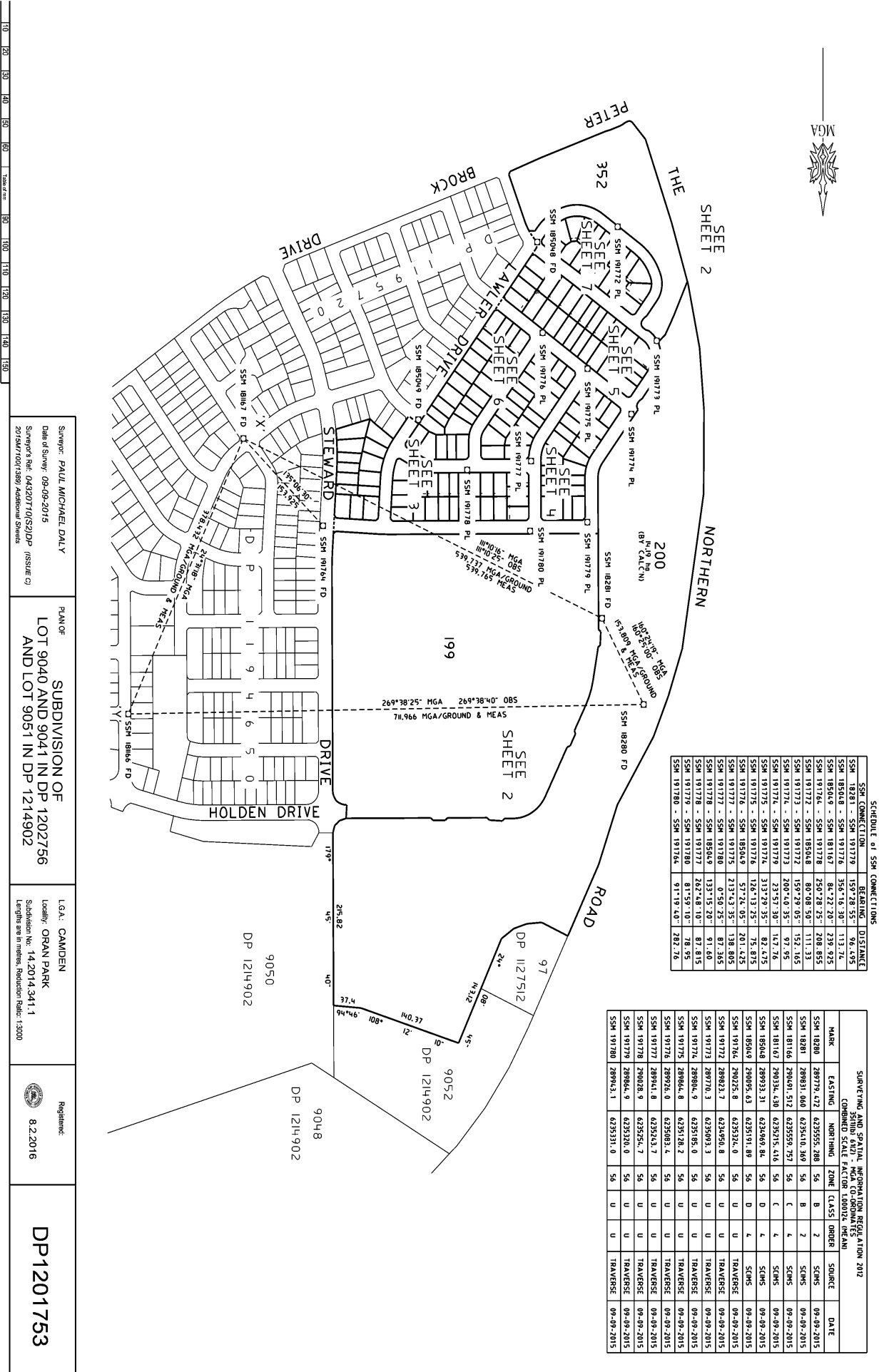
Print Name: Lexie Churchill

Address of Witness: CNR PETER BROCK DR...
& ORAN PARK DR
ORAN PARK TOWN NSW 2570

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320(SPS1170)

(ISSUE A)



SCHEDULE of SSM CONNECTIONS

SSM CONNECTION	BEARING	DISTANCE
SSM 18281 - SSM 191779	159°28'55"	96.495
SSM 18504.8 - SSM 191776	356°16'30"	113.74
SSM 18504.9 - SSM 181167	84°22'20"	239.925
SSM 191764 - SSM 191778	250°28'25"	208.855
SSM 191772 - SSM 18504.8	80°08'50"	111.33
SSM 191773 - SSM 191772	159°29'05"	152.165
SSM 191776 - SSM 191779	200°40'35"	97.95
SSM 191776 - SSM 191778	23°51'30"	147.76
SSM 191775 - SSM 191776	313°29'35"	82.475
SSM 191775 - SSM 18504.9	57°24'05"	201.425
SSM 191776 - SSM 191778	213°43'35"	138.805
SSM 191772 - SSM 191776	0°30'45"	81.345
SSM 191778 - SSM 18504.8	132°12'42"	142.81
SSM 191778 - SSM 191776	81°59'10"	70.82
SSM 191778 - SSM 191764	91°19'40"	282.70

SURVEYING AND SPATIAL INFORMATION REGULATION 2012

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE	DATE
SSM 18280	288779.472	623555.280	56	B	2	SCMS	09-09-2015
SSM 18281	288831.060	623555.280	56	B	2	SCMS	09-09-2015
SSM 18164	290491.512	623559.737	56	C	4	SCMS	09-09-2015
SSM 18166	290491.512	623559.737	56	C	4	SCMS	09-09-2015
SSM 18504.8	290336.430	623555.416	56	C	4	SCMS	09-09-2015
SSM 18504.9	288933.317	623549.84	56	D	4	SCMS	09-09-2015
SSM 191764	290025.8	623552.0	56	D	4	SCMS	09-09-2015
SSM 191772	288823.7	623549.8	56	U	U	TRAVVERSE	09-09-2015
SSM 191773	288778.3	623509.3	56	U	U	TRAVVERSE	09-09-2015
SSM 191774	288864.9	6235185.0	56	U	U	TRAVVERSE	09-09-2015
SSM 191775	288864.8	6235185.0	56	U	U	TRAVVERSE	09-09-2015
SSM 191776	288926.0	6235083.4	56	U	U	TRAVVERSE	09-09-2015
SSM 191777	288944.8	623543.7	56	U	U	TRAVVERSE	09-09-2015
SSM 191778	290028.9	623525.7	56	U	U	TRAVVERSE	09-09-2015
SSM 191779	288864.9	6235220.0	56	U	U	TRAVVERSE	09-09-2015
SSM 191780	288943.1	6235331.0	56	U	U	TRAVVERSE	09-09-2015

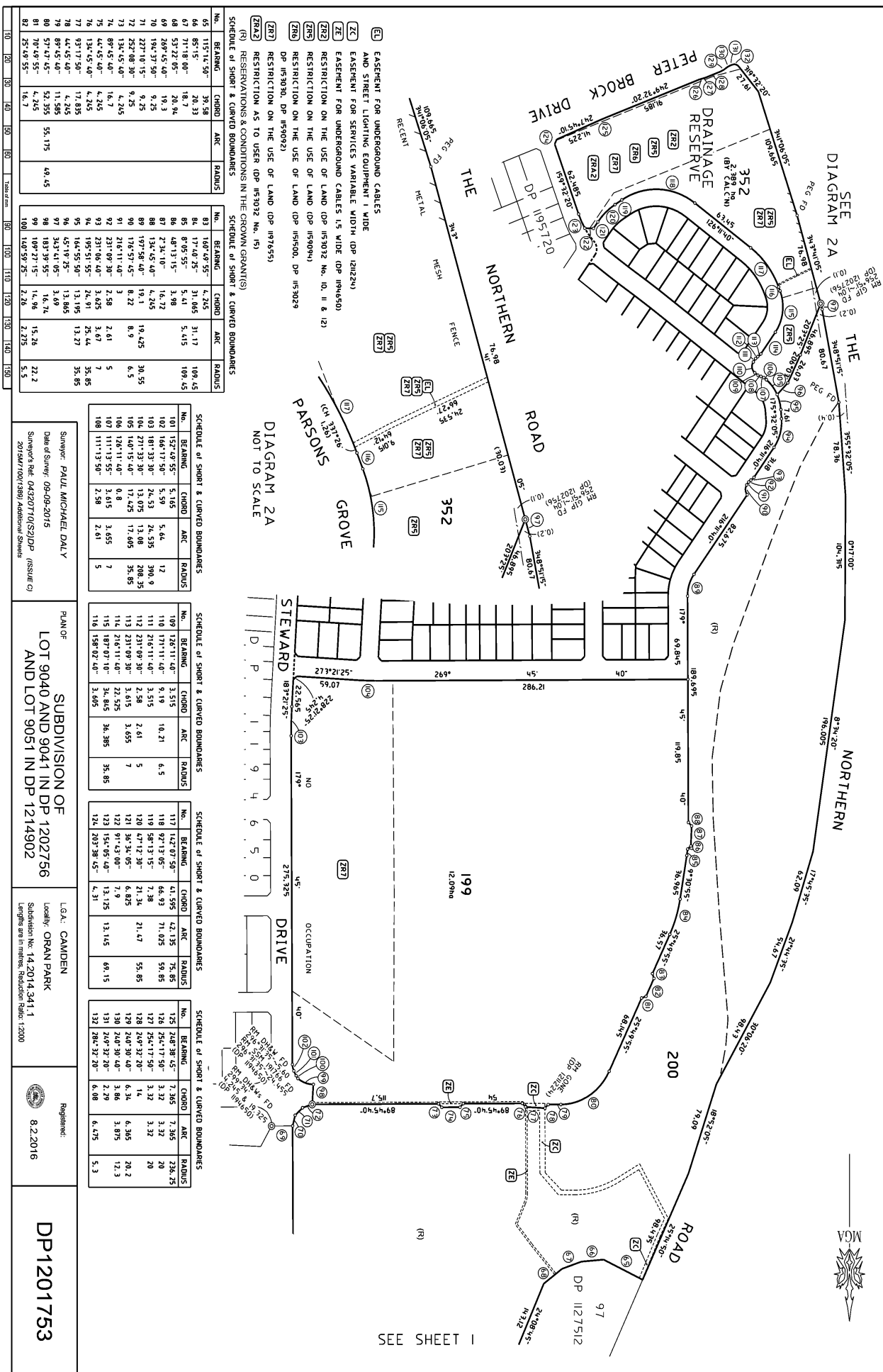
Surveyor: PAUL MICHAEL DALY
Date of Survey: 09-09-2015
Surveyor's Ref: 04320710(S2)DP (ISSUE C)
2015M/T001389 Addressed Shares

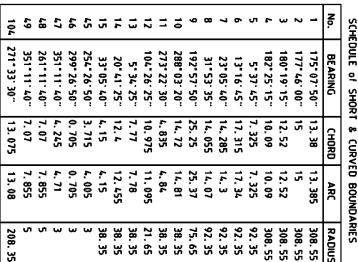
PLAN OF
SUBDIVISION OF
LOT 9040 AND 9041 IN DP 1202756
AND LOT 9051 IN DP 1214902

L.G.A.: CAMDEN
Locality: GRAN PARK
Subdivision No: 14,2014,341.1
Lengths are in metres. Reduction Factor: 1.0000

Registered:
8.2.2016

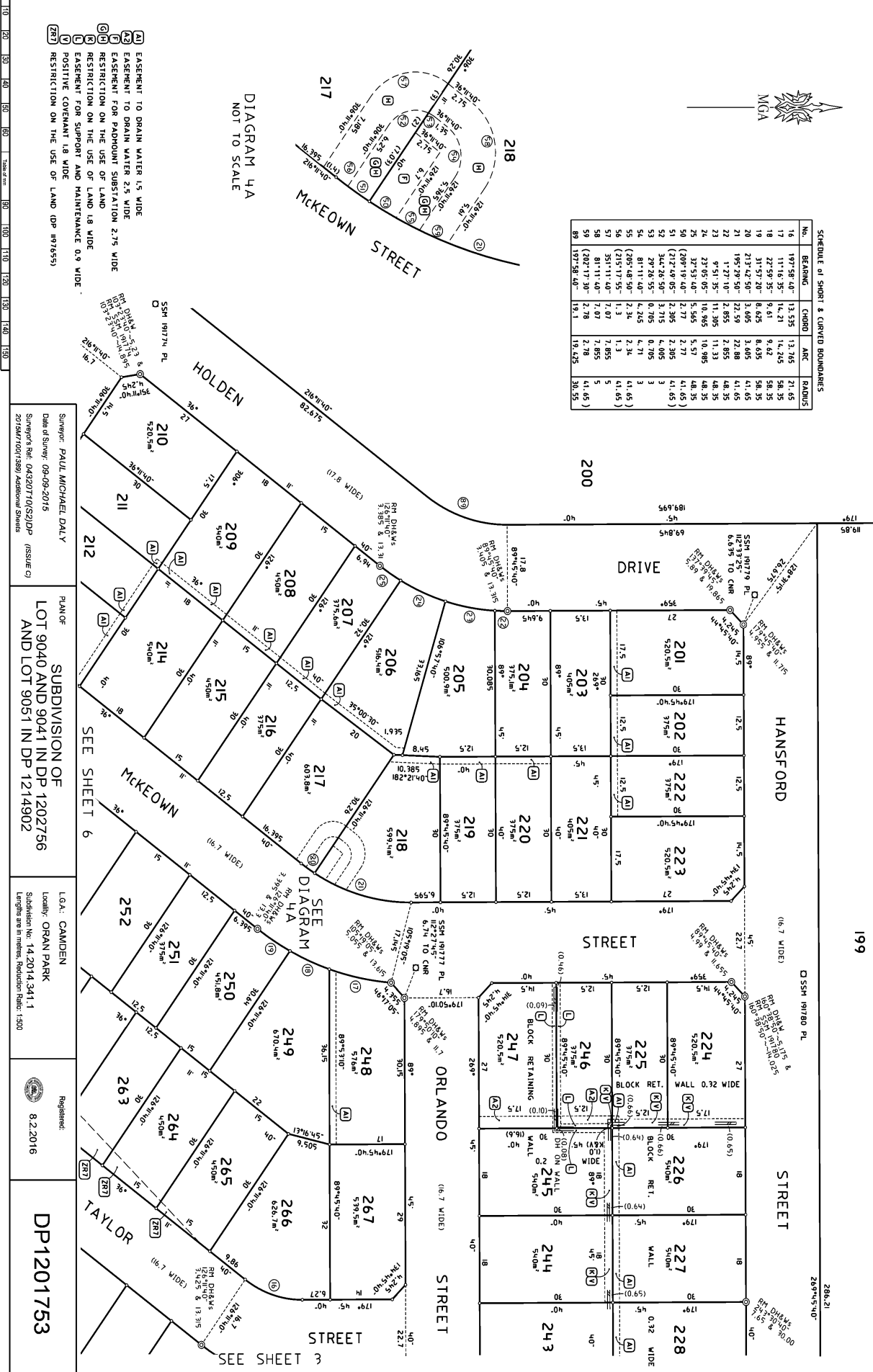
DP1201753







No.	BEARING	CHORD	ARC	RADIUS
16	197°58'40"	13.535	13.765	21.45
17	11°16'35"	16.21	16.245	58.35
18	22°59'35"	9.61	9.62	58.35
19	31°57'20"	8.525	8.535	58.35
20	21°34'50"	3.405	3.405	41.65
21	195°29'50"	12.59	12.88	41.65
22	1°27'10"	12.855	12.855	48.35
23	9°51'35"	11.305	11.33	48.35
24	33°03'05"	10.985	10.985	48.35
25	33°03'05"	10.985	10.985	48.35
26	127°25'45"	2.77	2.77	41.65
27	217°17'55"	1.3	1.3	41.65
28	351°11'40"	7.87	7.855	5
29	202°17'30"	2.78	2.78	41.65
30	197°58'40"	13.1	13.425	30.55



- (A1) EASEMENT TO DRAIN WATER 1.5 WIDE
- (A2) EASEMENT TO DRAIN WATER 2.5 WIDE
- (A3) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (A4) RESTRICTION ON THE USE OF LAND
- (A5) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
- (A6) POSITIVE COVENANT 1.8 WIDE
- (A7) RESTRICTION ON THE USE OF LAND (DP 897655)
- (A8)
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Surveyor: PAUL MICHAEL DALY
Date of Survey: 08-08-2015
Surveyor's Ref: 04320710(S2)DP (ISSUE C)
2015/00710(1389) Additional Sheets

PLAN OF SUBDIVISION OF LOT 9040 AND 9041 IN DP 1202756 AND LOT 9051 IN DP 1214902

L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No: 14,2014,341.1
Lengths are in metres. Reduction Ratio: 1:500

Registered: 8.2.2016

DP1201753



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
26	34.58-30"	0.92	0.92	21.65
27	14.38-40"	14.175	14.44	21.65
28	330-51-55"	18.075	18.445	21.65
29	118-57-45"	8.22	8.9	6.5
30	216-11-40"	3.58	2.61	5
31	231-09-30"	2.58	2.61	5
32	231-09-30"	2.58	2.61	5
33	231-09-30"	2.58	2.61	5
34	231-09-30"	2.58	2.61	5
35	231-09-30"	2.58	2.61	5
36	231-09-30"	2.58	2.61	5
37	231-09-30"	2.58	2.61	5
38	231-09-30"	2.58	2.61	5
39	231-09-30"	2.58	2.61	5
40	231-09-30"	2.58	2.61	5
41	231-09-30"	2.58	2.61	5
42	231-09-30"	2.58	2.61	5
43	231-09-30"	2.58	2.61	5
44	231-09-30"	2.58	2.61	5
45	231-09-30"	2.58	2.61	5
46	231-09-30"	2.58	2.61	5
47	231-09-30"	2.58	2.61	5
48	231-09-30"	2.58	2.61	5
49	231-09-30"	2.58	2.61	5
50	231-09-30"	2.58	2.61	5
51	231-09-30"	2.58	2.61	5
52	231-09-30"	2.58	2.61	5
53	231-09-30"	2.58	2.61	5
54	231-09-30"	2.58	2.61	5
55	231-09-30"	2.58	2.61	5
56	231-09-30"	2.58	2.61	5
57	231-09-30"	2.58	2.61	5
58	231-09-30"	2.58	2.61	5
59	231-09-30"	2.58	2.61	5
60	231-09-30"	2.58	2.61	5
61	231-09-30"	2.58	2.61	5
62	231-09-30"	2.58	2.61	5
63	231-09-30"	2.58	2.61	5
64	231-09-30"	2.58	2.61	5
65	231-09-30"	2.58	2.61	5
66	231-09-30"	2.58	2.61	5
67	231-09-30"	2.58	2.61	5
68	231-09-30"	2.58	2.61	5
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71	231-09-30"	2.58	2.61	5
72	231-09-30"	2.58	2.61	5
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83	231-09-30"	2.58	2.61	5
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85	231-09-30"	2.58	2.61	5
86	231-09-30"	2.58	2.61	5
87	231-09-30"	2.58	2.61	5
88	231-09-30"	2.58	2.61	5
89	231-09-30"	2.58	2.61	5
90	231-09-30"	2.58	2.61	5
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92	231-09-30"	2.58	2.61	5
93	231-09-30"	2.58	2.61	5
94	231-09-30"	2.58	2.61	5
95	231-09-30"	2.58	2.61	5
96	231-09-30"	2.58	2.61	5
97	231-09-30"	2.58	2.61	5
98	231-09-30"	2.58	2.61	5
99	231-09-30"	2.58	2.61	5
100	231-09-30"	2.58	2.61	5
101	231-09-30"	2.58	2.61	5
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103	231-09-30"	2.58	2.61	5
104	231-09-30"	2.58	2.61	5
105	231-09-30"	2.58	2.61	5
106	231-09-30"	2.58	2.61	5
107	231-09-30"	2.58	2.61	5
108	231-09-30"	2.58	2.61	5
109	231-09-30"	2.58	2.61	5
110	231-09-30"	2.58	2.61	5
111	231-09-30"	2.58	2.61	5
112	231-09-30"	2.58	2.61	5
113	231-09-30"	2.58	2.61	5
114	231-09-30"	2.58	2.61	5

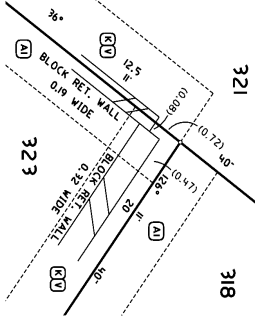
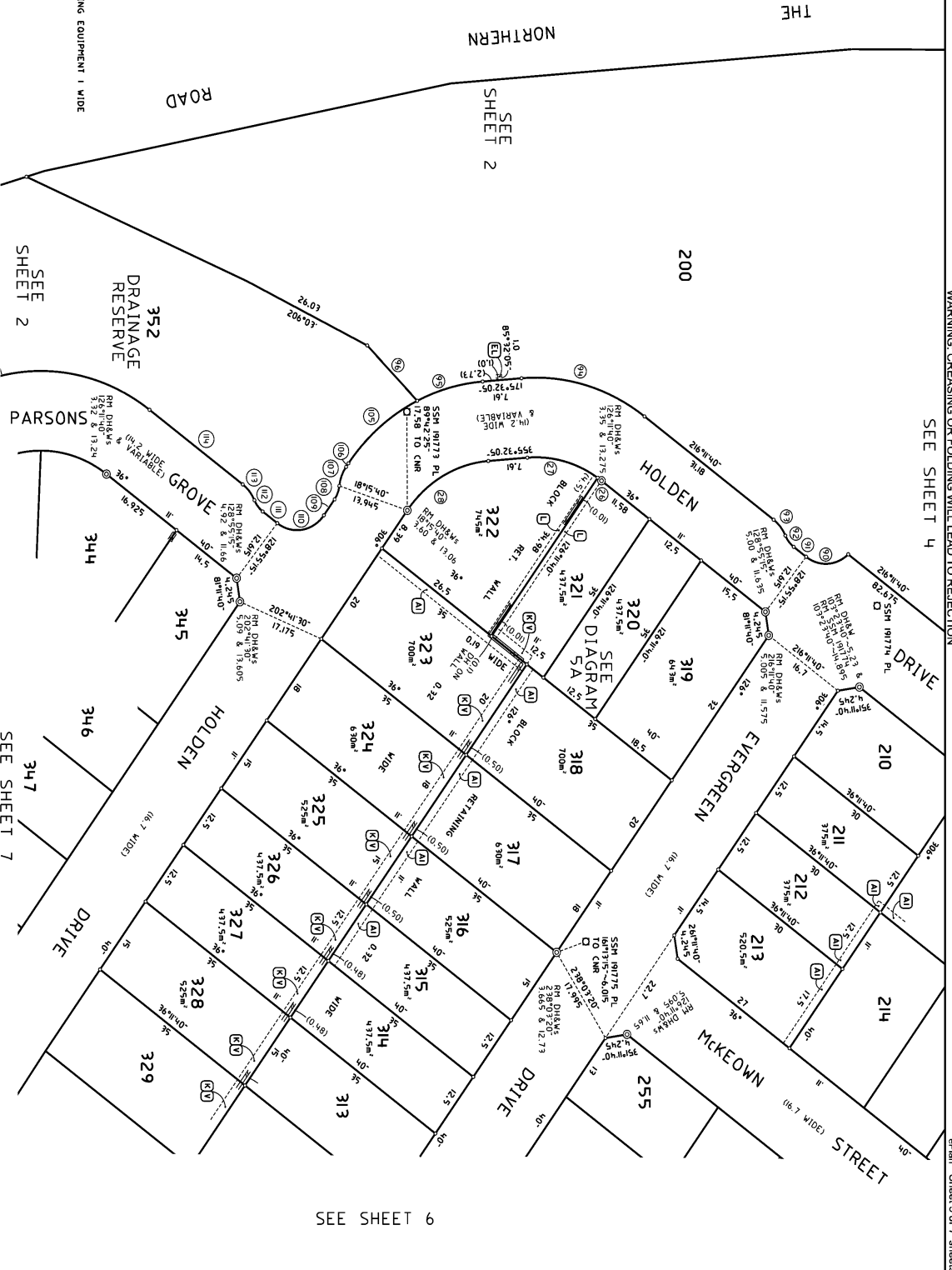


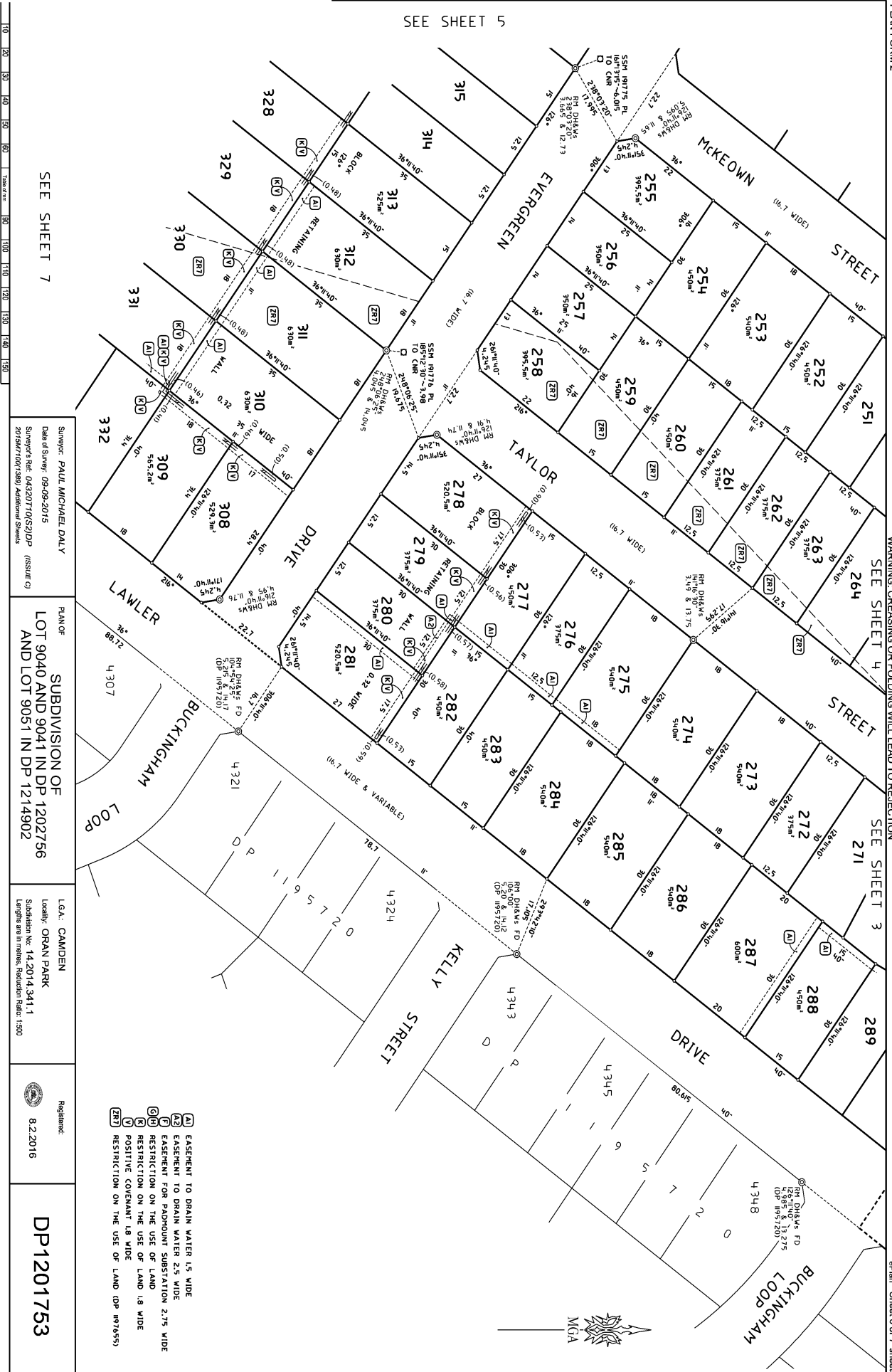
DIAGRAM 5A
NOT TO SCALE

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE
- (C) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (D) RESTRICTION ON THE USE OF LAND
- (E) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
- (F) POSITIVE COVENANT 1.8 WIDE

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

Surveyor: PAUL MICHAEL DALY Date of Survey: 08-08-2015 Surveyor's Ref: 04320710(S2)DP (ISSUE C) 2015/00710(158) Additional Sheets	PLAN OF SUBDIVISION OF LOT 9040 AND 9041 IN DP 1202756 AND LOT 9051 IN DP 1214902	L.G.A.: CAMDEN Locality: ORAN PARK Subdivision No: 14,2014,341.1 Lengths are in metres. Reduction Ratio: 1:500	Registered: 8.2.2016	DP1201753
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PLAN FORM 2

DP1201753

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan Sheet 7 of 7 sheets

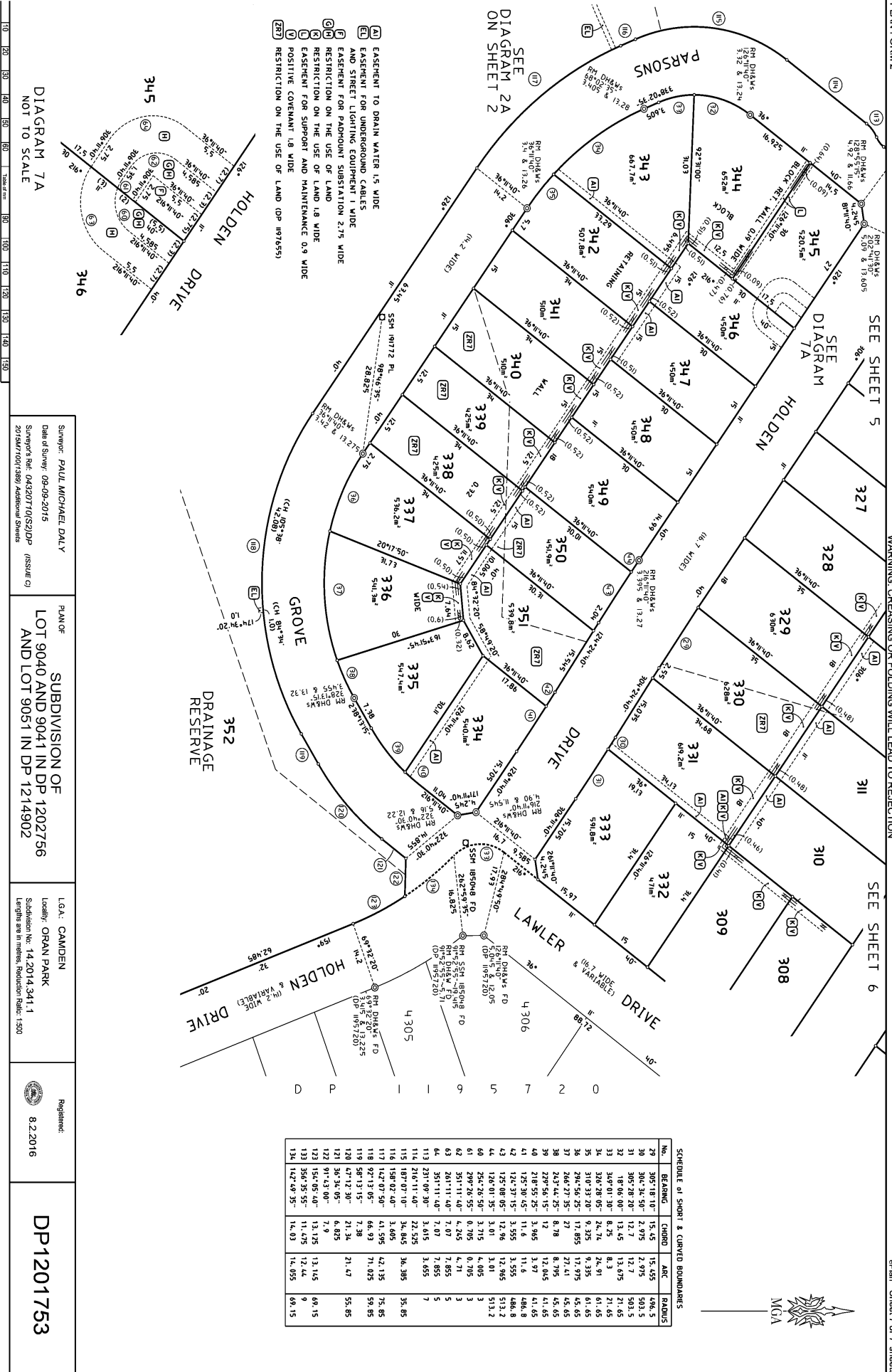


DIAGRAM 7A
NOT TO SCALE

Surveyor: PAUL MICHAEL DALY
Date of Survey: 08-08-2015
Surveyor's Ref: 04320710(S2)DP (ISSUE C)
2015MPT001(138) Additional Sheets

PLAN OF
SUBDIVISION OF
LOT 9040 AND 9041 IN DP 1202756
AND LOT 9051 IN DP 1214902

L.G.A.: CAMDEN
Locality: ORAN PARK
Subdivision No: 14.2014.341.1
Lengths are in metres. Reduction Factor: 1.000

Registered:
8.2.2016

DP1201753

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered: 8.2.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<div style="text-align: right; font-size: small;">Office Use Only</div> <h1 style="text-align: center; margin: 0;">DP1201753</h1>	
<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOT 9040 AND 9041 IN DP 1202756 AND LOT 9051 IN DP 1214902</p>	<p>L.G.A.: CAMDEN</p> <p>Locality: ORAN PARK</p> <p>Parish: COOK</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I <u>PAUL MICHAEL DALY</u> of <u>JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELLTOWN</u> a surveyor registered under the <i>Surveying and Spatial Information Act</i>, 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on</p> <p>*(b) The part of the land in the plan (being/*excluding ^ <u>PART OF</u> <u>LOTS 200 AND 352</u>) was surveyed in accordance with the <i>Surveying and Spatial</i> <i>Information Regulation 2012</i>, is accurate and the survey was completed on <u>09-09-2015</u>, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature Dated: <u>09-09-2015</u></p> <p>Surveyor ID: <u>898</u></p> <p>Datum Line: <u>'X' - 'Y'</u></p> <p>Type: Urban/Rural</p> <p>The terrain is <u>*Level-Undulating / *Steep-Mountainous</u>.</p> <p><small>* Strike through if inapplicable. ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I <u>Daniel Streater</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>23.12.2015</u></p> <p>Subdivision Certificate number: <u>14.2014.341.1</u></p> <p>File number: <u>DA/2014/341</u></p> <p><small>* Strike through if inapplicable.</small></p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE: EVERGREEN DRIVE, HANSFORD STREET, HOLDEN DRIVE, LAWLER DRIVE, McKEOWN STREET, ORLANDO STREET, PARSONS GROVE AND TAYLOR STREET, TO THE PUBLIC AS PUBLIC ROAD</p> <p>IT IS INTENDED TO CREATE LOT 352 AS DRAINAGE RESERVE</p>	
<p>Plans used in the preparation of survey/compilation</p> <p>DP 1194650</p> <p>DP 1195720</p> <p>DP 1202756</p> <p>DP 1214902</p>		
<p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p>		
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: <u>04320T10(S2)DP</u> (ISSUE C)</p>	

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

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Registered:  8.2.2016

DP1201753

PLAN OF
SUBDIVISION OF
LOT 9040 AND 9041 IN DP 1202756
AND LOT 9051 IN DP 1214902

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

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

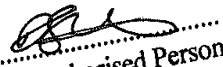
Subdivision Certificate Number: 14.2014.341.1

Date of Endorsement: 23/12/2015

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A1)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (A2)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A3)
4. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (EL)
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
6. RESTRICTION ON THE USE OF LAND (G)(H)
7. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L)
8. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K)
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. RESTRICTION ON THE USE OF LAND
14. POSITIVE COVENANT 1.8 WIDE (V)

STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE.


.....
Council Authorised Person

If space is insufficient use additional annexure sheet


Surveyor's Reference:

04320T10(S2)DP


(ISSUE C)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only		Office Use Only	
Registered:  8.2.2016		DP1201753	
PLAN OF SUBDIVISION OF LOT 9040 AND 9041 IN DP 1202756 AND LOT 9051 IN DP 1214902			
Subdivision Certificate Number: <u>14-2014-341-1</u> Date of Endorsement: <u>23/12/2015</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: 

Print Name: MARK PERICH

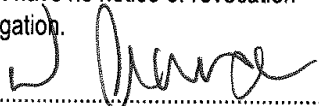
Office Held P of A Book 4697 No. 601

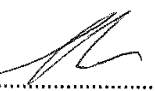
Witness Signature: 

Print Name: SHAWN VAN DUYN

Address of Witness: 5 PETER BROWN DR
ORAN PARK 2570

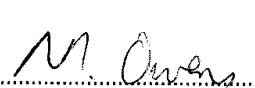
Signed by me NICOLAS LENOIR
as delegate of Landcom and I hereby
declare that I have no notice of revocation
of such delegation.

Signature: 

Witness Signature: 

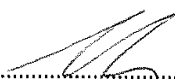
Print Name: SHAWN VAN DUYN

Address of Witness: 5 PETER BROWN DR
ORAN PARK 2570

Signature: 

Print Name: M. OWENS

Office Held P of A BOOK 4697 No 601

Witness Signature: 

Print Name: SHAWN VAN DUYN

Address of Witness: 5 PETER BROWN DR
ORAN PARK 2570


Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320T10(S2)DP

(ISSUE C)

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

Lengths are in metres

(Sheet 1 of 2 Sheets)



DP1130969 B

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

Full name and address of the owner of the land:

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

PART 1 (Creation)

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

Part 2 (Terms)

Terms of restriction numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden

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

DP1130969

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

Lengths are in metres

(Sheet 2 of 2 Sheets)

Plan:

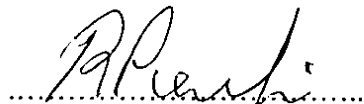
Plan of Subdivision of 32/2008
Lots 4 & 5 in D.P.252897,
Lot 1 in D.P.354258 and Lot 98 in D.P.

Tony Perich
director



PART 2 (CONTINUED)

Owners Signature

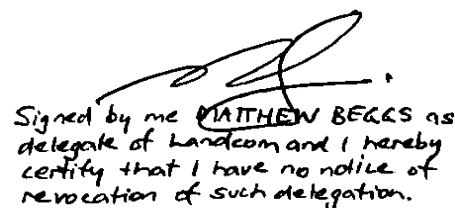


Executed by leppington
Pastoral Pty Ltd (ACN:000420404) under s.124
of the Corporations Act 2001.

Name of Witness:

Address of Witness:

Signature of Witness:



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



ePlan

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

(Sheet 1 of 2 Sheets)

Plan: **DP1159094**

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

Full name and address of
the owner of the land

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

PART 1 (Creation)

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

PART 2 (Terms)

Terms of restriction numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden

.....
General Manager/ Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

Plan: **DP1159094**

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

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: Mark Perich

Print Name: Mark Perich

Office Held: P of A 4586 No.836

Signature: Ralph Bruce

Print Name: Ralph Bruce

Office Held: P of A 4586 No.836

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

Signature: [Signature]

REGISTERED



6.1.2011

CM

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

ePlan

(Sheet 1 of 2 Sheets)

Plan: **DP1169698**

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

Full name and address of
the owner of the land

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

PART 1 (Creation)

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

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

Terms of restriction numbered 2 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden

JL Swan
.....
General Manager/Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

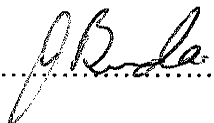
Plan: **DP1169698**

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

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature:



Print Name:

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

Office Held:

Signature:



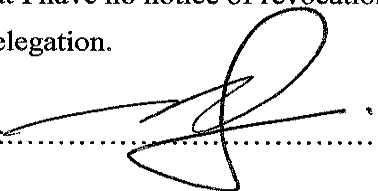
Print Name:

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

Office Held:

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

Signature:




Westpac Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 332

By: **RUMANA HABIB**

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

Signature of Witness:



Name of Witness:

NIVI PUNJA

Address of Witness:

BANK OFFICER
NSW SERVICE CENTRE
1 KING ST. CONCORD WEST

REGISTERED



22-12-2011

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:

DP1197655

Full name and address of
the owner of the land

Plan of Easements within Lot 5333 in DP1174055,
Lot 9015 in DP1178579 and Lot 9025 in DP1189904

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

and

Perich Property Pty Ltd
1675 The Northern Road
BRINGELLY NSW 2556

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Services 1.2 wide and variable (C)	Lot 5333 in DP1174055	Sydney Water Corporation
2	Easement for Underground Cables 1.5 wide (E)	Lot 5333 in DP1174055, Lot 9025 in DP1189904	Endeavour Energy
3	Easement for Overhead Power Lines 6 wide (EP)	Lot 5333 in DP1174055	Endeavour Energy
4	Easement for Sewerage Purposes 3 wide (S)	Lot 5333 in DP1174055	Sydney Water Corporation
5	Right of Carriage Way 4 wide (B)	Lot 9025 in DP1189904, Lot 5333 in DP1174055 and Lot 9015 in DP1178579	Lot 9019 in DP1178579
6	Easement for Batter variable width (U)	Lot 5333 in DP1174055	Lot 9019 in DP1178579
7	Restriction on the Use of Land (F)	Lot 5333 in DP1174055	Endeavour Energy

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriage Way 4 wide (Created by DP1178579)	Lot 9015 and Lot 9017 in 5333 in DP1178579 DP1174055	Lot 9019 in DP1178579
2	Easement for Services 1.2 wide (Created by DP1178579)	Lot 9015 and Lot 9017 in 5333 in DP1178579 DP1174055	Lot 9019 in DP1178579

ePlan
(Sheet 2 of 6 Sheets)

Plan:

DP1197655

Plan of Easements within Lot 5333 in DP1174055,
Lot 9015 in DP1178579 and Lot 9025 in DP1189904

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

The terms of the easement for Access and Services set out in memorandum number AE292282 are incorporated in this document.

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

SYDNEY WATER CORPORATION

Terms of easement numbered 2 in the plan.

The terms of the Easement for Underground Cables set out in memorandum number 9262885 are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1.

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

ENDEAVOUR ENERGY

Terms of easement numbered 3 in the plan.

The terms of the Easement for Overhead Power Lines set out in memorandum number 9262884 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 easement numbered 4 in the plan.

The terms of the Easement for Sewerage Purposes set out in memorandum number AE292292 are incorporated in this document.

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

SYDNEY WATER CORPORATION

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.

REGISTERED PROPRIETOR OF THE BENEFITED LOT

Terms of easement numbered 6 in the plan.

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

REGISTERED PROPRIETOR OF THE BENEFITED LOT

ePlan
(Sheet 3 of 6 Sheets)

Plan:

DP1197655

Plan of Easements within Lot 5333 in DP1174055,
Lot 9015 in DP1178579 and Lot 9025 in DP1189904

PART 2 (Terms)(Continued)

Terms of easement numbered 7 in the plan.

- 1.0 Except as provided in clause 2, no metal structure shall be erected or permitted to remain within the restriction site.
- 2.0 Metallic fencing may be erected within the restriction site if the fence panels are insulated from the fence posts and from the ground.
- 3.0 Definitions:
 - 3.1 "erect" includes construct, install, build and maintain.
 - 3.2 "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 easement numbered 7 in the plan.

ENDEAVOUR ENERGY

ePlan
(Sheet 4 of 6 Sheets)

Plan:

DP1197655

Plan of Easements within Lot 5333 in DP1174055,
Lot 9015 in DP1178579 and Lot 9025 in DP1189904

PART 2 (Terms)(Continued)

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4640
No. 572 in the presence of:

Signature of Attorney

Name: Geoff Riehmüller

Position: Network Property Manager

Signature of witness

Michelle Allamby

Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

25 July 2014

Date of execution

Reference: UUL1574
2012/08697

ePlan
(Sheet 5 of 6 Sheets)

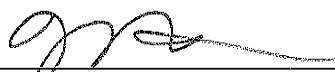
Plan:

DP1197655

Plan of Easements within Lot 5333 in DP1174055,
Lot 9015 in DP1178579 and Lot 9025 in DP1189904


PART 2 (Terms)(Continued)

Executed by Sydney Water Corporation
ABN 49 776 225 038 pursuant to section
50(3)(a) of the *Interpretation Act 1987* by an
authorised delegate:



Signature of witness

Jessica Broderick
Name of witness



Signature of authorised delegate

Gwendy Arnot
Name of authorised delegate

Manager corporate services
Title of authorised delegate

14 Aug '14
Date

ePlan
(Sheet 6 of 6 Sheets)

Plan:

DP1197655

Plan of Easements within Lot 5333 in DP1174055,
Lot 9015 in DP1178579 and Lot 9025 in DP1189904

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd

ACN 000420404

Signature: 

Print Name: **MARK PERICH**

Office Held: ~~P of A~~ **DIRECTOR**

Witness Signature: 

Print Name: **Lexie Churchill**

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

Signature: 

Print Name: **NATHAN WHISHAW**

Office Held: **P of A 4670 No 734**

Witness Signature: 

Print Name: **Lexie Churchill**

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

Signed by Perich Property Pty Ltd

ACN 001 253 587

Signature: 

Print Name: **MARK PERICH**

Office Held: ~~P of A~~ **DIRECTOR**

Witness Signature: 

Print Name: **Lexie Churchill**

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

Signature: 

Print Name: **NATHAN WHISHAW**

Office Held: **P of A 4670 No 720**

Witness Signature: 

Print Name: **Lexie Churchill**

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

Signed by me **NICHOLAS LONN**

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

Signature: 

Witness Signature: 

Print Name: **MATTHEW PADUCH**

Address of Witness: **L14, 60 STATION**
STREET, ORANMADA
NSW 2150



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

ePlan

(Sheet 1 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040 ^{and} 9041 ~~and 9042~~
 in DP 1202756 ~~and Lot 9051 in DP1214902~~
 covered by Subdivision Certificate No. 14.2014.341

Dated: 23 December 2015

Leppington Pastoral Company Pty Ltd

1675 The Northern Road

BRINGELLY NSW 2556

Full name and address of
the owner of the land

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 (A1)	201 202 206 207 208 209 211 212 213 218 219 220 222 225 226 227 228 229 230 233 237 248 268 269 275 276 277 279	202, 222, 223 222, 223 205, 218, 219, 220, 221 205, 206, 218, 219, 220, 221 205, 206, 207, 218, 219, 220, 221 205, 206, 207, 208, 218, 219, 220, 221 205, 206, 207, 208, 209, 218, 219, 220, 221 205, 206, 207, 208, 209, 218, 219, 220, 221 205, 219, 220, 221 220, 221 221 223 226, 227, 228, 229, 230, 231 227, 228, 229, 230, 231 228, 229, 230, 231 229, 230, 231 230, 231 231 232 232, 233, 235, 236 267 269, 291, 292 291, 292 274 274, 275 274, 275, 276 274, 275, 276, 277

ePlan
 (Sheet 2 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, ^{and} 9041 ~~and 9042~~ in
 DP 1202756 ~~and lot 9051 is DP 1214902~~
 covered by Subdivision Certificate No. 14.2014.341.1
 Dated: 23 December 2015

PART 1 (Creation)(Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A1)	281 287 288 289 291 299 300 302 303 304 305 306 310 311 312 315 316 317 318 323 331 334 343 346 347 350 351	274, 275, 276, 277 288, 289, 290 289, 290 290 292 302, 303, 304, 305, 306, 307 302, 303, 304, 305, 306, 307 303, 304, 305, 306, 307 304, 305, 306, 307 305, 306, 307 306, 307 307 311, 312, 313 312, 313 313 314 314, 315 314, 315, 316 314, 315, 316, 317 314, 315, 316, 317, 318 310, 311, 312, 313 349, 350, 351 346, 347, 348 347, 348 348 349 349, 350
2	Easement to Drain Water 2.5 wide (A2)	246 247 280	225, 226, 227, 228, 229, 230, 231 225, 226, 227, 228, 229, 230, 231, 246 274, 275, 276, 277, 279
3	Easement to Drain Water variable width (A3)	235 236	232, 233 232, 233, 235
4	Easement for Underground Cables and Street Lighting Equipment 1 wide (EL)	200, 352	Endeavour Energy



Council Authorised Person

ePlan
 (Sheet 3 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, 9041 ^{and} ~~and 9042~~ in
 DP 1202756 ^{and lot 9051 is DP1214902}
 covered by Subdivision Certificate No. 14.2014.341.1
 Dated: 23 December 2015

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:
5	Easement for Padmount Substation 2.75 wide (F)	218, 292, 345	Endeavour Energy
6	Restriction on the Use of Land (G)(H)	Part of each of the lots: 217, 218, 292, 293, 345, 346 designated G and H on the plan	Endeavour Energy
7	Easement for Support and Maintenance 0.9 wide (L) <i>M.O.</i>	245 246 247 321 322 344 345	245, 247 ³⁴⁶ 246 322 321 345 344 <i>M.O.</i>
8	Restriction on the Use of Land 1.8 wide (K)	Part of each of the lots: 224, 225, 235, 238 to 246 inclusive, 278 to 281 inclusive, 308, 309, 321, 323 to 332 inclusive, 336 to 344 inclusive designated K on the plan	Camden Council
9	Restriction on the Use of Land	Each lot except 199, 200 and 352	Every other lot except 199, 200 and 352
10	Restriction on the Use of Land	Each lot except 199, 200 and 352	Every other lot except 199, 200 and 352
11	Restriction on the Use of Land	Each lot except 199, 200 and 352	Camden Council
12	Restriction on the Use of Land	201, 207 to 210 inclusive, 301 to 307 inclusive, 319 to 327 inclusive, 334 to 348 inclusive	Camden Council
13	Restriction on the Use of Land	201 to 211 inclusive, 215 to 233 inclusive, 237 to 251 inclusive, 264, 265, 267, 269 to 276 inclusive, 281 to 293 inclusive, 301 to 303 inclusive, 317 to 330 inclusive, 335 to 351 inclusive	Camden Council

ePlan
(Sheet 4 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, ^{and} 9041 and 9042 in
DP 1202756 ^{and Lot 9051 in DP 1214902}
covered by Subdivision Certificate No. 14.2014.341.1
Dated: 23 December 2015

PART 1 (Creation)(Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
14	Positive Covenant 1.8 wide (V)	Part of each of the lots: 224, 225, 235, 238 to 246 inclusive, 278 to 281 inclusive, 308, 309, 321, 323 to 332 inclusive, 336 to 344 inclusive designated V on the plan	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.

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

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


CAMDEN COUNCIL

Terms of easement numbered 3 in the plan.

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 3 in the plan.

CAMDEN COUNCIL


.....
Council Authorised Person

ePlan
(Sheet 5 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, ^{and} 9041 ~~and 9042~~ in
DP 1202756 ~~and Lot 9051 in DP1214902~~
covered by Subdivision Certificate No. 14.2014.341.1
Dated: 23 December 2015

PART 2 (Terms)(Continued)

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, 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 4 in the plan.

ENDEAVOUR ENERGY

Terms of easement numbered 5 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 5 in the plan.

ENDEAVOUR ENERGY

Terms of restriction numbered 6 in the plan.

6.1 No building shall be erected or permitted to remain within the restriction site designated (G) on the above plan unless:

- 6.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
- 6.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

6.2 The fire ratings mentioned in clause 6.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

6.3 No swimming pool or spa shall be erected or permitted to remain within the restriction site designated (H) on the above plan.

6.4 Definitions:

- 6.4.1 "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.
- 6.4.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
- 6.4.3 "erect" includes construct, install, build and maintain.
- 6.4.4 "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 6 in the plan.

ENDEAVOUR ENERGY

Surveyors Ref: 04320T10(S2)DP Issue H

.....
Council Authorised Person

.....
Signature of witness to final sheet

ePlan
(Sheet 6 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, ^{and} 9041 ~~and 9042~~ in
DP 1202756 ^{and lot 9051 in DP 1214902}
covered by Subdivision Certificate No. 14.2014.341.1
Dated: 23 December 2015

PART 2 (Terms)(Continued)

Terms of easement numbered 7 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:-

- (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 7 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 8 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 8 in the plan.

CAMDEN COUNCIL

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

ePlan
(Sheet 7 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, ^{and} 9041 ~~and 9042~~ in
DP 1202756 ~~and lot 9051 in DP 1214902~~
covered by Subdivision Certificate No. 14, 2014.341.1
Dated: 23 December 2015

PART 2 (Terms)(Continued)

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 restriction numbered 11 in the plan.

No development shall be permitted on the lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land are carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan under "Section 9" in the report titled Report on Salinity Investigation and Management Plan: Tranche 10 Stage 2 Oran Park, Prepared by Douglas Partners, Project No 34272.06, Dated June 2014.

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

CAMDEN COUNCIL

Terms of restriction numbered 12 in the plan

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

- (a) the dwelling design and footprint is consistent with "Appendix C Acoustic Treatment Categories" and plans identified in the "Oran Park Town Tranche 10 Stage 2: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-33F02 (r4)T10 S2 Road Traffic Noise Assessment, Dated 6 November 2015," and "Fig no TD029-33P04(R3)". 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 relevant open space area or relevant principal private open space area must be protected from the road traffic noise source and comply with DECC's Environmental Criteria for Road Traffic Noise. Compliance with the above is to be demonstrated for each dwelling application.


.....
Council Authorised Person

ePlan

(Sheet 8 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, ^{and} 9041 ~~and 9042~~ in
DP 1202756 ~~and lot 9051 in DP 1214902~~
covered by Subdivision Certificate No. 14.2014.341.1
Dated: 23 December 2015

PART 2 (Terms)(Continued)

- (b) construction requirements and window and door treatments are consistent with "Section 6 – Noise Control Treatment Recommendations" and "Table 8 – Acoustic Construction for Treatment Categories (ISEPP)" and "Table 9 – Acoustic Construction for Treatment Categories (ECRTN)" contained within the "Oran Park Town Tranche 10 Stage 2: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-33F02 (r4) T10 S2 Road Traffic Noise Assessment, Dated 6 November 2015." For the above lots, the internal noise levels contained within the current "State Environmental Planning Policy (Infrastructure) 2007" must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
- (c) the rear yard private open space area is protected from the road traffic noise source and complies with DECC's Environmental Criteria for Road Traffic Noise and compliance with these requirements is demonstrated for each dwelling application.
- (d) the dwelling layout is consistent with "Section 6.1 Building Layout" contained within the "Oran Park Town Tranche 10 Stage 2: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-33F02 (r4) T10 S2 Road Traffic Noise Assessment, Dated 6 November 2015." For the above lots, the internal noise levels contained within the current "State Environmental Planning Policy (Infrastructure) 2007" must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
- (e) the dwelling complies as follows:-
All facades identified in the report may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS 1668 are achieved may be required and compliance with all the requirements is demonstrated for each dwelling application.
- (f) for Lots 319 to 325 inclusive and 334 to 345 inclusive only, solid construction fences at least 1.8 metres in height are constructed between dwellings as illustrated in "Figure 2 – Fence Locations" and located on plan "Fig no TD029-33P04(R3)". contained within the "Oran Park Town Tranche 10 Stage 2: Road Traffic Noise Assessment Report, Prepared by Renzo Tonin & Associates, Ref no TD029-33F02 (r4) T10 S2 Road Traffic Noise Assessment, Dated 6 November 2015."

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 12 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 13 in the plan.

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

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

CAMDEN COUNCIL


.....
Council Authorised Person

ePlan

(Sheet 9 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, ^{and} 9041 ~~and 9042~~ in
DP 1202756 ~~and Lot 9051 in DP1214902~~
covered by Subdivision Certificate No. 14.2014.341.1
Dated: 23 December 2015

PART 2 (Terms)(Continued)


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 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.

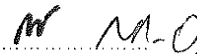
NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the positive covenant numbered 14 in the plan.

CAMDEN COUNCIL

A0approved by the Council of Camden


.....
General Manager/Authorised Person

Surveyors Ref: 04320T10(S2)DP Issue H


.....
Signature of witness to final sheet

ePlan

(Sheet 10 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, 9041 and 9042 in
DP 1202756 and lot 9051 in DP 1214902
covered by Subdivision Certificate No. 14.2014.34.1

Dated: 23 December 2015

PART 2 (Terms)(Continued)

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4677
No. 686 in the presence of:

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

.....
Signature of witness

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

.....
Date of execution

Reference: URS15717

ePlan

(Sheet 11 of 11 Sheets)

Plan: **DP1201753**

Plan of Subdivision of Lot 9040, ^{and} 9041 ~~and 9042~~ in
DP 1202756 ~~and lot 9051 in DP 1214902~~
covered by Subdivision Certificate No. 14.2014.341.1
Dated: 23 December 2015

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd

ACN 000420404

Signature: Mark Perich

Signature: M. Owens

Print Name: MARK PERICH

Print Name: MICHAEL OWENS

Office Held: P of A BOOK 4697 No 601

Office Held: P of A BOOK 4697 No 601

Witness Signature: Shawn Van Duyn

Witness Signature: Shawn Van Duyn

Print Name: SHAWN VAN DUYN

Print Name: SHAWN VAN DUYN

Witness Address: 5 PETER BROWN DR
ORAN PARK 2570

Witness Address: 5 PETER BROWN DR
ORAN PARK 2570

Signed by Greenfields Development Company Pty Ltd ACN 125 285 583

Signature: Mark Perich

Signature: M. Owens

Print Name: MARK PERICH

Print Name: MICHAEL OWENS

Office Held: P of A BOOK 4697 No 603

Office Held: P of A BOOK 4697 No 603

Witness Signature: Shawn Van Duyn

Witness Signature: Shawn Van Duyn

Print Name: SHAWN VAN DUYN

Print Name: SHAWN VAN DUYN

Witness Address: 5 PETER BROWN DR
ORAN PARK 2570

Witness Address: 5 PETER BROWN DR
ORAN PARK 2570

Signed by me NICHOLAS LUNNON

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

Signature: Nicholas Lunn

Witness Signature: Shawn Van Duyn

Print Name: SHAWN VAN DUYN

Witness Address: 5 PETER BROWN DR
ORAN PARK 2570

[Signature]
Council Authorised Person

8.2.2016



REGISTERED

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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 1 of 3)

Plan **DP1231903**

Plan of Subdivision of Lot 274 in Deposited
Plan 1201753 covered by Subdivision Certificate
No. 14.2016.1238.1 Dated: 1/5/18

**Full name and address of the
owners of the land**

Springs Road Pty Limited
ACN 616 556 926
37 Stowe Ave
CAMPBELLTOWN NSW 2560

**Full name and address of the
mortgagee of the land**

National Australia Bank Limited
130 Pitt Street
SYDNEY NSW 2000

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 (B)	Lot 1	Lot 2

Part 2 (Terms)

1. 1. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

As set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

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


Council Authorised Person

W.E

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 Sections 88B and 88E Conveyancing Act 1919


(Sheet 2 of 3)

Plan **DP1231903**

Plan of Subdivision of Lot 274 in Deposited
Plan 1201753 covered by Subdivision Certificate
No. 14.2016.1238.1 Dated: 1/5/18

Seals and Signatures

EXECUTED on behalf of Springs Road Pty Limited)
ACN 616 556 926 by the authorised person whose)
Signature appears below pursuant to Section 127)
of the Corporations Act, 2001)




Signature
Print Name: WISSAM ELALI
Position Held: DIRECTOR/SECRETARY
SOLE

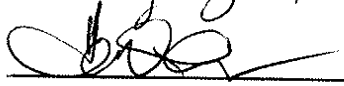
Signature
Print Name: _____
Position Held: DIRECTOR/SECRETARY

Consent of National Australia Bank)
Limited is hereunto endorsed.)

Mortgage under Mortgage No. AM461800
Signed at Epping, Victoria, this 10th day of May 2018
for National Australia Bank Limited ABN 12004 044937
by Suman Lal its duly appointed Attorney under
Power of Attorney No. 301 Book 4512

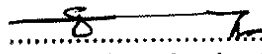


Attorney Signature



Witness Signature

HEATH GRANT
ASSOCIATE



Council Authorised Person

witness name
2 Grayston Court, Epping vk 3076
witness Address


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 Sections 88B and 88E Conveyancing Act 1919

(Sheet 3 of 3)

Plan **DP1231903**

Plan of Subdivision of Lot 274 in Deposited
Plan 1201753 covered by Subdivision Certificate
No. 14.2016.1238.1 Dated: 1/5/18

Executed by **CAMDEN COUNCIL**
by its Authorised Delegate pursuant to
S.377 of the Local Government Act 1993
in the presence of:




Signature of Witness

Wesley Williams

Print Name of Witness

70 Central Avenue, Oran Park,
2570

Address of Witness



Signature of Authorised Delegate

SULE MOHAMED

Name and Authorised Delegate
Team Leader Engineering Certification

REGISTERED		06.06.2018
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**PLANNING CERTIFICATE UNDER
SECTION 10.7
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

APPLICANT: InfoTrack Pty Ltd
135 King Street
NSW 2000

Certificate number: 20234024
Reference number: 1303543
Certificate issue date: 13/06/2025
Certificate fee: \$69.00
Applicant's reference: 25238
Property number: 1178222
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 1 DP: 1231903
Address: **10A Taylor 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 300m² 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 250m² and minimum 225m²

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

No.

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

No.

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

No.

3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

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



(a) the name of the region

No

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

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

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

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

4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land

RURAL HOUSING CODE



Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

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

(a) for the purposes of dual occupancies, and

(b) carried out on land in Zone R2 Low Density Residential, and

(c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE



Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

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

5 EXEMPT DEVELOPMENT

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

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

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

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

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

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

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

7 LAND RESERVED FOR ACQUISITION

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

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

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

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

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS



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

No response required

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

Unknown.

(3) In this section—

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

LAND SLIP

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

BUSH FIRE

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

TIDAL INUNDATION

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



SUBSIDENCE

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

ACID SULFATE SOILS

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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

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

COASTAL HAZARDS

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

SEA LEVEL RISE

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

11 BUSH FIRE PRONE LAND

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

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

No.

12 LOOSE-FILL ASBESTOS INSULATION

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

No.

13 MINE SUBSIDENCE

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

No.

14 PAPER SUBDIVISION INFORMATION

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

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

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

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

Not Applicable

15 PROPERTY VEGETATION PLANS

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

No.

16 BIODIVERSITY STEWARDSHIP SITES

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



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

No.

17 BIODIVERSITY CERTIFIED LAND

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

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

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

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.

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

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



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

No.

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

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

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

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

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

No.

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

No.

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

No.

(4) In this section—

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

23 WATER OR SEWERAGE SERVICES



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

Not applicable.

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

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

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

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

No.

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

No.

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

No.

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

No.

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

No.

DISCLAIMER AND CAUTION



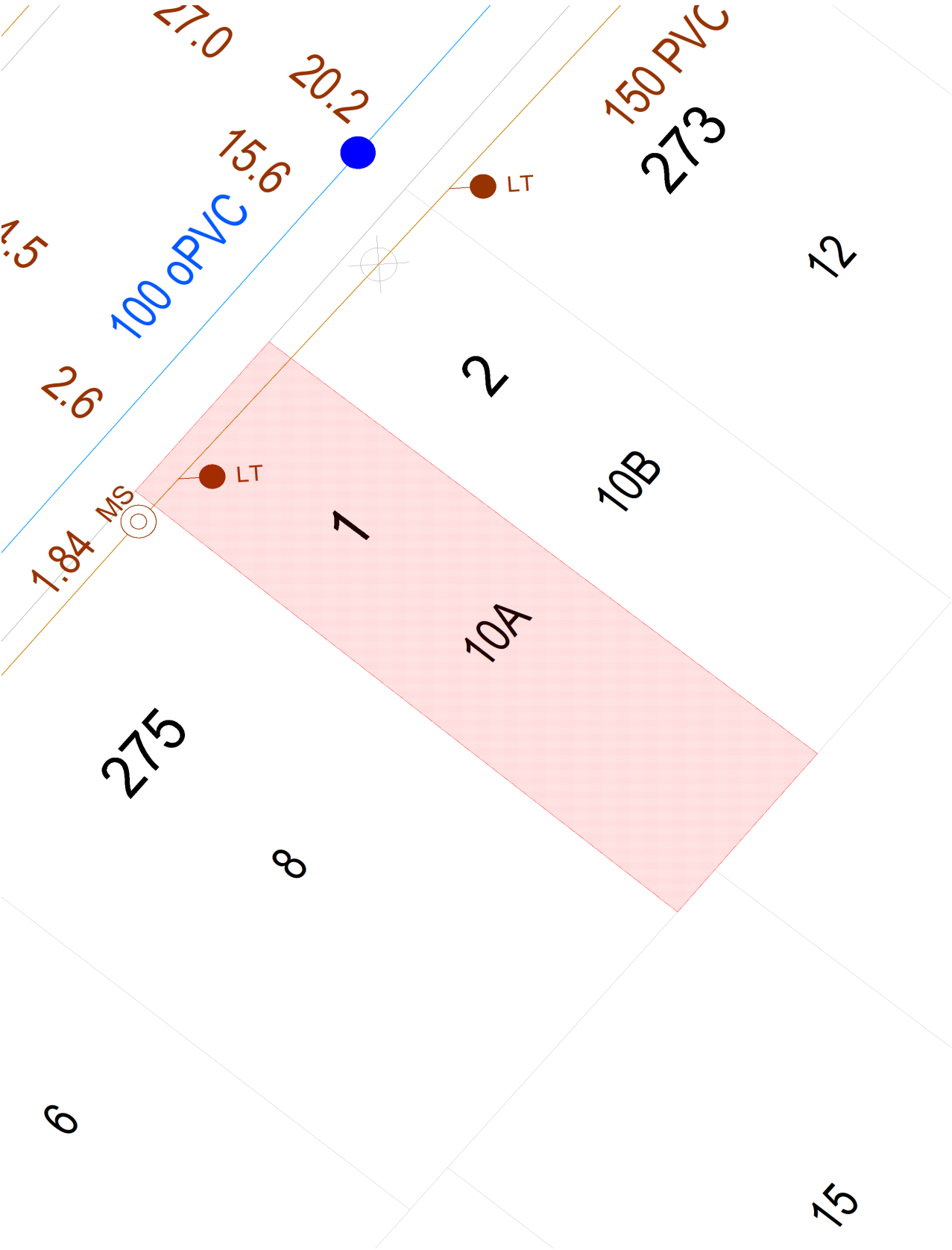
The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

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

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Andrew Carfield
General Manager

Service Location Print
Application Number: 8004376989



Document generated at 13-06-2025 10:30:33 AM

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		Private Mains	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

13 June 2025

Infotrack Pty Limited

Reference number: 8004376988

Property address: 10A Taylor St Oran Park NSW 2570

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

OCCUPATION CERTIFICATE - 230881/01 - WHOLE - 230881/01 (RESIDENTIAL)

Issued under Part 6 of the Environmental Planning and Assessment Act 1979 (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant:	Danielle Sally Tina Johansen and Sani Eddie Sione
Address:	10A TAYLOR STREET, ORAN PARK NSW 2570
Phone:	0416 325 441
Fax:	

OWNER DETAILS

Name of the person having benefit of the development consent:	Danielle Sally Tina Johansen and Sani Eddie Sione
Address:	10A TAYLOR STREET, ORAN PARK NSW 2570
Phone:	0416 325 441

RELEVANT CONSENTS

Consent Authority / Local Government Area:	Camden Council
Development Consent Number:	DA/2024/10/1
Date Issued:	25/01/2024
Construction Certificate Number:	230881/01

PROPOSAL

Address of Development:	10A Taylor Street, Oran Park NSW 2570
Lot:	1
Section:	-
DP:	DP1231903
Type of Occupation Certificate:	Whole
Building Classification:	10b
Scope of Building Works Covered by this Notice:	Swimming Pool
Attachments:	Schedule 1
Fire Safety Schedule:	N/A
Exclusions:	

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:	Miro Trivunecvic
Accreditation Body:	The Secretary for the Department of Fair Trading BDC2120

DETERMINATION

Approval Date:	03/09/2025
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I, Miro Trivunecvic, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s6.5;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Construction 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;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.



Miro Trivunecvic

SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 230881/01

DOCUMENTATION RECEIVED

Document
NSW Pool Registration Certificate
Glazing Certificate
Water Recirculation Certificate
Electrical Certificate
DA condition 22- Submit a final survey confirming pool is installed as per approved plans
Mandatory Critical Stage Inspection Summary Report
Application for Occupation Certificate

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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